

**Board of Education Regular Meeting**

May 28, 2024 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Vice Chair Jimmy Richardson
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Jace Fite, a 5th grade student at Reeves Rogers, and _____, a student at Hobgood Elementary.	
B. Moment of Silence Procedural Item	
II. Welcome Board Evaluators-Mr. Larry Tomlinson from Wilson County and Ms. Freda Jones from Coffee County Procedural Item	Vice Chair Jimmy Richardson
III. APPROVAL OF AGENDA Action Item	Vice Chair Jimmy Richardson
IV. DIRECTOR'S CONTRACT EXTENSION Action Item	Ms. Lauren Bush
V. COMMUNICATIONS Information Item	Mrs. Lisa Trail
A. The Best of MCS-Ms. Heather Anderson and Ms. Kim Nelson Procedural Item	Dr. Trey Duke
B. Spotlight on Education-Recognize MTSU STEAM winners  Ava Austin & Alice Simmons - Dog Bed Rug - won: 1 <sup>st</sup> place Agricultural STEM, 3 <sup>rd</sup> place overall 5 <sup>th</sup> & 6 <sup>th</sup> grade.  Verena Boxter, Ruth Fasika - Safe Math Bath Bombs - won: 2 <sup>nd</sup> place Overall 5 <sup>th</sup> and 6 <sup>th</sup> Grade and 2 <sup>nd</sup> place STEAM Research 5 <sup>th</sup> & 6 <sup>th</sup> Procedural Item	Dr. Trey Duke
C. Public Comment Procedural Item	Vice Chair Jimmy Richardson
VI. CONSENT ITEMS Consent Agenda	Vice Chair Jimmy Richardson
A. Approval of 5-14-24 Board Minutes Consent Item	
B. Approval of ExploreLearning Contract (under \$50,000) Consent Item	
C. Approval of the Intergovernmental Agreement for Sale/Purchase of Equipment Consent Item	
D. Minor Change to Board Policy Consent Item	
i. Approval of Board Policy 6.303 Interrogations and Searches on First and Final Reading Consent Item	
ii. Approval of Board Policy 6.306 Interference/Disruption of School Activities on First and Final Reading Consent Item	
iii. Approval of Board Policy 6.4001 Student Surveys, Analyses, and Evaluations on First and Final Reading	

Consent Item	
iv. Approval of Board Policy 6.402 Physical Examinations and Immunizations on First and Final Reading Consent Item	
v. Approval of Board Policy 6.503 Homeless Students on First and Final Reading Consent Item	
E. Second Reading of Board Policies Consent Item	
F. Approval of Board Policy 5.101 Line and Staff Relations on Second Reading Consent Item	
G. Approval of Board Policy 5.102 Classification and Qualifications on Second Reading Consent Item	
H. Approval of Board Policy 5.103 Job Descriptions on Second Reading Consent Item	
I. Approval of Board Policy 5.108 Supervision on Second Reading Consent Item	
J. Approval of Board Policy 5.109 Evaluation on Second Reading Consent Item	
K. Approval of Board Policy 5.110 Compensation Guides/Contracts on Second Reading Consent Item	
L. Approval of Board Policy 5.115 Assignment/Transfer on Second Reading Consent Item	
M. Approval of Board Policy 5.116 Staff Positions on Second Reading Consent Item	
N. Approval of Board Policy 5.302 Sick and Bereavement Leave on Second Reading Consent Item	
O. Retirement of Board Policy 5.3021 COVID Sick Leave Consent Item	
P. Approval of Board Policy 5.310 Vacations and Holidays on Second Reading Consent Item	
Q. Approval of Board Policy 5.500 Discrimination/Harassment of Employees on Second Reading Consent Item	
R. Approval of Board Policy 5.501 Complaints and Grievances on Second Reading Consent Item	
S. Approval of Board Policy 5.602 Staff Time Schedules on Second Reading Consent Item	
T. Approval of Board Policy 6.200 Attendance on Second Reading Consent Item	
U. Approval of Board Policy 6.313 Code of Behavior and Discipline on Second Reading Consent Item	
VII. ACTION ITEMS Action Item	Vice Chair Jimmy Richardson
A. Approval of 2024-2025 Board Meeting Calendar	Dr. Trey Duke

Information Item	
B. Approval of Contract-DS Painting Action Item	Dr. Trey Duke
C. Approval of Contract-Paint at MNE Consent Item	Dr. Trey Duke
D. Approval of Cooperative Purchasing Agreement with Palmer Hamilton LLC Action Item	Dr. Trey Duke
E. Approval of Addendum to ABM Agreement Action Item	Dr. Trey Duke
F. Approval of the Disciplinary Hearing Authority Action Item	Dr. Trey Duke
G. Approval of Budget Amendment-Stronger Connections Action Item	Dr. Trey Duke
H. Approval of Budget Amendment-Career Ladder CEO Action Item	Dr. Trey Duke
I. Approval of Budget Amendment-FY24 ESP Action Item	Dr. Trey Duke
J. Approval of Budget Amendment-FY24 GP Budget Interest Revenue Action Item	Dr. Trey Duke
K. Approval of Budget Amendment-FY24 Inter-Fund 141 Action Item	Dr. Trey Duke
L. Approval of Budget Amendment-FY24 Paid Parental Leave Federal Action Item	Dr. Trey Duke
M. Approval of Budget Amendment-Paid Parental Leave Action Item	Dr. Trey Duke
N. Approval of Budget Amendment-IDEA Part B ESY Action Item	Dr. Trey Duke
O. Approval of Budget Amendment-FY24 21st CCLC Action Item	Dr. Trey Duke
P. Approval of Budget Amendment-FY24 Indigent Children's Fund Action Item	Dr. Trey Duke
Q. Approval of Board Policy 4.603 Promotion and Retention on First Reading Action Item	Ms. Lauren Bush
R. Approval of Board Policy 5.3031 Leave for Religious Observances on Second Reading Action Item	Ms. Lauren Bush
S. Approval of Board Policy 5.305 Family and Medical Leave on First Reading Action Item	Ms. Lauren Bush
T. Approval of Board Policy 5.600 Staff Rights and Responsibilities on Second Reading Action Item	Ms. Lauren Bush
U. Approval of Board Policy 5.701 Substitute Teachers on Second Reading Action Item	Ms. Lauren Bush
V. Approval of Board Policy 6.203 School Admissions on First Reading Action Item	Ms. Lauren Bush
W. Approval of Board Policy 6.316 Suspension, Expulsion, Remandment on First Reading Action Item	Ms. Lauren Bush
X. Approval of Board Policy 6.506 Students from Military Families on First Reading	Ms. Lauren Bush

Action Item	
Y. Approval of Revenue and Expenditure Report Action Item	Mr. Daniel Owens
VIII. REPORTS AND INFORMATION Information Item	Vice Chair Jimmy Richardson
A. Enrollment PTR Report Information Item	Mr. Ken Rocha
B. Director's Update Information Item	Dr. Trey Duke
IX. OTHER BUSINESS Information Item	Vice Chair Jimmy Richardson
X. ADJOURNMENT Action Item	Vice Chair Jimmy Richardson

**DIRECTOR OF SCHOOLS EMPLOYMENT CONTRACT BETWEEN  
BOBBY N. DUKE, III AND  
THE MURFREESBORO CITY BOARD OF EDUCATION**

This Employment Contract ("Contract") is entered into this 28th day of May 2024, by and between the Murfreesboro City Board of Education, hereinafter called "BOARD" and Bobby Duke, hereinafter called "DIRECTOR" to be effective from and after July 1, 2024. The BOARD and the DIRECTOR, for the considerations hereinafter specified, agree as follows:

1. **TERM OF CONTRACT.** The BOARD, in accordance with its action as found in the minutes of its meetings held on May 28, 2024, hereby employs, and the DIRECTOR hereby accepts, employment as the Director of Schools for the Murfreesboro City School System for a period commencing on July 1, 2024, and ending on June 30, 2028. This Contract replaces and supersedes all prior Employment Contracts between the parties hereto. Signature to this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein.
2. **EXTENSION/RENEWAL.** The BOARD may extend/renew the terms of this contract at any time allowable by law with concurrence of the DIRECTOR up to a maximum term of four (4) years. The BOARD shall give DIRECTOR notice of its intent to extend/renew this contract at least six (6) months prior to its expiration.
3. **DUTIES.** The DIRECTOR shall perform all duties and responsibilities incident to the office of Director of Schools, as set forth in the Board's Policies, the Director of Schools' Job Description and state statutes, as well as those mandated by applicable federal and local laws, and such other duties as may be prescribed by the BOARD, which may be amended from time to time during the term of this contract. Such job description, as so amended, is hereby incorporated in this contract by reference as if fully restated herein. The DIRECTOR shall devote such time and energies as are necessary to perform these duties. The DIRECTOR shall follow all laws and Board policies applicable to the DIRECTOR's office and employment.

The DIRECTOR shall devote such time and energies as are necessary to perform the duties specified in the job description. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the DIRECTOR to work during times other than normal business hours.

4. **COMPENSATION.** The BOARD shall pay the DIRECTOR an annual salary of \$180,000.00, beginning on July 1, 2024, and ending on June 30, 2028. Said salary shall be paid by the BOARD in equal installments in accordance with the rules of the BOARD governing payments to other twelve-month employees in the district and prorated if this contract is initiated on a date other than July

1. The DIRECTOR shall receive an annual salary increase at least equivalent to any percentage salary increase provided to certified personnel. If an adjustment in salary is made during the term of this contract, it shall not be deemed by either party that a new contract has been formed or that the termination date for the existing contract has been extended.

The DIRECTOR shall also receive mileage reimbursement for work-related travel at the mileage rate utilized by Murfreesboro City Schools.

At any time during the term of the Agreement, BOARD may in its discretion review and adjust the salary of DIRECTOR, but in no event may DIRECTOR be paid less than the salary outlined in this Contract except by mutual written agreement between BOARD and DIRECTOR. Such adjustments, if any, will be made pursuant to a lawful action of the BOARD, and in which case BOARD and DIRECTOR agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

5. BENEFITS. The DIRECTOR shall be entitled to the same employee benefits as other twelve-month, full-time employees. These shall include, but not be limited to, insurance (health, dental, life), paid leave days (vacation, sick, personnel/professional), and statutory benefits (workers' compensation). Should the DIRECTOR elect no coverage under the school system insurance plan, no other benefit or salary shall be paid in lieu thereof.

The Board shall provide the DIRECTOR with a laptop computer and cell phone for use in performing his duties as DIRECTOR.

6. BONDING. BOARD bears the full cost of any fidelity or other bonds required of DIRECTOR under any Board policy, law, or ordinance.
7. MEMBERSHIP DUES. The DIRECTOR, upon proper substantiation, will be reimbursed for all dues and membership fees for the Tennessee Organization for School Superintendents (TOSS) and the Association of Independent and Municipal Schools (AIMS).
8. BUSINESS EXPENSES. It is anticipated and agreed that the DIRECTOR shall be required to incur certain expenses for the official business of the Murfreesboro City School System. The BOARD shall reimburse the DIRECTOR for actual and necessary expenses incurred in attending professional conferences. The BOARD shall also reimburse the DIRECTOR on a monthly basis for any reasonable and proper business-related expenses incurred by the DIRECTOR in the performance of the DIRECTOR's duties under this contract upon presentation of receipts, subject to such limitations as provided by law and by Board policy.
9. INDEMNIFICATION. Beyond that required under federal, state or local law, BOARD must defend, save harmless, and fully indemnify DIRECTOR against any obligation to pay money or perform or refrain from performing actions,

including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any third party tort action, professional liability claim, or demand or any other threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of DIRECTOR's duties as Director of Schools or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton misconduct. If the provision of legal representation by the BOARD may reasonably present a legal conflict of interest, the DIRECTOR may request independent legal representation at the BOARD's expense, and the BOARD may not unreasonably withhold approval of such request. Legal representation, provided by BOARD for DIRECTOR, will extend until a final determination of the legal action including any and all appeals. In the event independent legal representation is provided by the BOARD, any settlement of any claim against DIRECTOR may not be made without prior approval of the BOARD, which shall not be arbitrarily or capriciously withheld.

- a. BOARD must indemnify DIRECTOR against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by DIRECTOR in connection with or resulting from any third party claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, unless the act or omission involved willful or wanton misconduct. Any settlement of any claim must be made with prior approval of BOARD. DIRECTOR recognizes that BOARD has the right to compromise provided no fault, guilt, or reputational denigration falls upon DIRECTOR.
- b. BOARD agrees to pay all reasonable litigation expenses of DIRECTOR throughout the pendency of any litigation to which Employee is a party, witness, or advisor to BOARD unless the action is brought by BOARD against DIRECTOR. Such expense payments survive the termination of this Agreement for any reasons and continue beyond DIRECTOR's service to BOARD as long as litigation is pending.
- c. After termination of this Agreement, BOARD agrees to pay DIRECTOR reasonable consulting fees and travel expenses when DIRECTOR serves as a witness, advisor, or consultant to BOARD regarding pending litigation.

10. PROFESSIONAL CERTIFICATION. The DIRECTOR shall maintain and furnish to the Board evidence of his/her maintenance, throughout the term of this Contract, a valid and appropriate educator's license as required by School Board Policy 5.802.

11. EVALUATION. The BOARD shall review the DIRECTOR's performance at least

annually through an evaluation and shall communicate the substance of the review to the DIRECTOR. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals agreed upon by the BOARD and the DIRECTOR, administration of personnel, rapport with the School Board, staff and community and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the BOARD, or its designee, and given to the DIRECTOR. The parties may elect to meet and confer on the evaluation prior to the preparation of the written summary. Failure by the BOARD to complete an evaluation does not preclude the DIRECTOR's dismissal, or nonrenewal of this Contract.

12. REFERRALS TO DIRECTOR. The BOARD, collectively or individually, shall promptly refer to the DIRECTOR all criticisms, complaints and suggestions called to their attention relative to the DIRECTOR or the school system for the DIRECTOR's study and recommendation.
13. LOYALTY. The DIRECTOR shall devote full time, attention, knowledge and skills solely and exclusively to the business and interests of the Murfreesboro City School Board and the Murfreesboro City Schools. Prior to accepting secondary or outside employment with compensation as a consultant or in a teaching position at university or college, the DIRECTOR shall seek the approval of the BOARD to determine if position would prohibit the effective performance of the DIRECTOR'S duties to the district or create an actual or potential conflict of interest.
14. PROFESSIONAL ACTIVITIES. The BOARD encourages and expects the DIRECTOR to participate in professional growth and development activities including attendance at professional conferences at the local, state, and national levels. The necessary expenses of said attendance shall be paid by the BOARD in accordance with BOARD policy. Written approval of the Chair of the Board, which shall not be unreasonably withheld, shall constitute BOARD approval for leave to attend such activities.
15. TENURE RIGHTS. It is mutually understood and agreed that this contract does not confer tenure in the position of Director or in any other administrative position in the school system, and that upon the termination of this contract the DIRECTOR may, provided that the contract was not terminated for cause, remain as an employee of the Murfreesboro City School system in an available position suited to the DIRECTOR's skills and abilities at a salary commensurate with the position.
16. ANY OTHER CONTRACT SUPERSEDED. This contract sets forth the terms of employment of the DIRECTOR by the BOARD during the stated term and supersedes any other contract that the BOARD may have previously negotiated with the DIRECTOR.



17. CONTRACT TERMINATION. This Contract shall terminate, and the DIRECTOR'S employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- a. Failure of the DIRECTOR to possess/maintain a professional educator's licensure in good standing with the State of Tennessee.
- b. Revocation or suspension of the DIRECTOR'S professional educator's license, in which case this Contract shall be null and void on the date of revocation or suspension.
- c. Mutual written agreement of the parties.
- d. Unilateral termination by the DIRECTOR (resignation), provided, however, the DIRECTOR is to give the BOARD at least ninety (90) days' written notice of the proposed resignation. In the event of such termination, the DIRECTOR shall have no right or entitlement to any severance pay and shall be entitled only to the salary and benefits earned through the date of his/her resignation.
- e. Retirement of the DIRECTOR.
- f. Disability of the DIRECTOR.
  - i. Disability means the DIRECTOR has been or will be unable to perform all of the essential functions of his position and the duties specified in this Contract on a full-time basis for at least one hundred (120) days due to physical or mental condition, illness or injury without regard to whether said condition is work-related.
  - ii. In the event the DIRECTOR is unable to perform the obligations herein for one hundred (120) days or longer due to physical or mental conditions or incapacity, the BOARD may, by majority vote, terminate this Contract. The BOARD reserves the right to appoint an acting interim Director to serve if the DIRECTOR's disability appears to require him/her to be absent for twenty (20) days or more.
  - iii. If a question exists concerning the capacity of the DIRECTOR to return to duty after a period of disability, the BOARD may require the DIRECTOR to have a medical examination to be performed by a medical provider licensed to practice medicine. The BOARD and the DIRECTOR shall mutually agree upon the physician to conduct the examination. The examination shall be at the expense of the BOARD.
- g. Unilateral Termination by the BOARD.
  - i. The majority of the BOARD may meet in accordance with Tennessee law and vote to unilaterally terminate this Contract without cause.
  - ii. In the event of such termination, the DIRECTOR shall receive the following:
    1. Whichever is less of the following: Salary continuation equal to six (6) months' salary at the then current rate of pay or salary continuation equal to the number of months remaining in the original Contract term.
      - a. Salary continuation elected pursuant to this section will be paid, at the DIRECTOR's option, in a lump

sum or in a continuation of salary on the existing monthly basis ("Severance"), subject to all applicable federally required withholding deductions for compensation.

2. Accrued vacation, at DIRECTOR's option, will be (i) taken as salary continuation prior to Severance; or (ii) paid to DIRECTOR in a lump sum.
  3. DIRECTOR will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); provided, however, such coverage will cease at the time DIRECTOR and all dependents become covered under another health and dental insurance plan.
- h. Discharge for just cause.
- i. Discharge for just cause shall be defined pursuant to Tennessee Code Annotated § 49-5-501 and § 49-5-511, *et seq.*, as enacted and hereafter amended which would justify dismissal of a tenured teacher. Notice of discharge for cause shall be given by the BOARD in writing to the Director and the DIRECTOR shall be entitled to appeal before the Board to rebut such causes.
  - ii. If the DIRECTOR chooses to be represented by legal counsel at such meeting, the DIRECTOR shall be responsible for the cost of DIRECTOR'S legal representation.
  - iii. The DIRECTOR shall be provided a written decision by the BOARD following the meeting. The decision to terminate must be made by majority vote of the BOARD. If the DIRECTOR is terminated for cause, he/she shall only be entitled to receive salary and benefits earned through the date of termination, but unpaid as of such date. If the BOARD terminates this contract for cause, the DIRECTOR shall be entitled to no further benefits or compensation and shall forfeit any accumulated vacation and/or sick leave.
- i. Death of the DIRECTOR. This Contract shall terminate at the death of the DIRECTOR, and their estate or beneficiaries shall only be entitled to the salary and benefits earned through the date of death, but unpaid as of such date.

The DIRECTOR shall cooperate with the transition of the position to the DIRECTOR's successor. In the event of termination of this Contract for any of the causes included herein, the DIRECTOR will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); provided, however, such coverage will cease at the time the DIRECTOR and all dependents become covered under another health and dental insurance plan.

## 18. GENERAL PROVISIONS

- a. The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the DIRECTOR receives, or a report reveals, a prohibited

conviction, this Contract shall immediately become null and void.

- b. This Contract has been executed in Tennessee and shall be governed in accordance with the laws of the State of Tennessee in every respect. The venue of any cause of action shall be Rutherford County, Tennessee. If, during the term of this Contract, it is found that a specific clause of the Contract is illegal, the remainder of the Contract shall remain in force.
- c. The BOARD's waiver of or failure to exercise any of its rights, or its failure to require the DIRECTOR to perform any duty, under this Contract shall not be deemed a waiver of such right or duty in any future instance unless otherwise expressly so stated in writing by the BOARD.
- d. Section headings and numbers have been inserted for convenience of reference only and are not intended to be used to interpret any term or condition hereof. If there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.
- e. This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument. It contains all the terms agreed upon by the parties with respect to its subject matter and supersedes all prior agreements, arrangements, and communications between them. No subsequent alteration, amendment, change or addition to this Contract shall be binding upon the parties unless reduced to writing, duly authorized and signed by each of them. The Contract shall not be construed for or against either party based upon its preparation by the BOARD.
- f. This contract is personal to the parties, being a contract for personal services, and shall not be subject to assignment or transfer in any manner.
- g. Both parties have had the opportunity to seek advice of counsel.
- h. The BOARD retains the right to repeal, change or modify any policies or regulations it has adopted or may hereafter adopt, subject however to the restrictions contained in state or federal law, rule, or policy.
- i. NOTICE. Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered, or certified mail, postage prepaid, addressed:

If to the BOARD: Board Chair  
Murfreesboro City School Board  
2552 South Church Street

Murfreesboro, TN 37127

CC: City Attorney  
City of Murfreesboro  
111 West Vine Street  
Murfreesboro, TN 37130

If to the DIRECTOR: Director of Schools  
Murfreesboro City Schools  
2552 South Church Street  
Murfreesboro, TN 37127

- j. AMENDMENTS. Any modification to this contract shall be made by mutual contract of both parties and only in writing. Neither party shall be bound by any oral representation concerning modification of this contract.
- k. ENTIRE AGREEMENT. This contract constitutes the entire agreement among the parties. the parties acknowledge that neither has relied upon any oral representation or any agreements by the other; that no such oral representations or agreements shall in any way affect the terms of this contract; and that this contract may not be modified or changed except by written instrument executed by the parties.
- l. SEVERABILITY. The invalidity or partial invalidity of any portion of this Contract will not affect the validity of any other provision. If any provision of this Contract is held to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both BOARD and DIRECTOR subsequent to the expungement or judicial modification of the invalid provision.
- m. PRECEDENCE. In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of BOARD's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract takes precedence over contrary provisions of BOARD's policies, or any permissive state or federal law.

IN WITNESS WHEREOF, the BOARD caused this contract to be signed by its duly authorized officers and the DIRECTOR has approved and signed this Employment Contract effective on the day and year specified above.

**DIRECTOR OF SCHOOLS**

APPROVED AS TO FORM:

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Bobby N. Duke, III

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Lauren Bush, Assistant City Attorney

**MURFREESBORO CITY SCHOOL  
BOARD**

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Butch Campbell, Board Chair

Attest:

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Secretary, Board of Education

**MINUTES**

**Board of Education Regular Meeting**

May 14, 2024 6:00 PM

MCS Administrative Offices

<p><b>I. CALL TO ORDER</b> Procedural Item <b>Present:</b> Mr. Wesley Ballard, Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mr. Jimmy Richardson III, Mr. David Settles.</p> <p>In attendance: Dr. Trey Duke, Sheri Arnette, Angela Fairchild, Maria Johnson, Ken Rocha, Don Barch, Lisa Trail, Caitlin Bullard, Sia Phillips, and Chris George</p> <p>Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett</p>	Chair Butch Campbell
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by board member Wes Ballard.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p><b>II. APPROVAL OF AGENDA</b> 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><b>III. CONSENT ITEMS</b> Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Karen Dodd and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0</p>	Chair Butch Campbell
<p>A. Approval of 4-30-24 Board Minutes Consent Item</p>	
<p><b>IV. ACTION ITEMS</b> Action Item</p>	Chair Butch Campbell
<p>A. Approval of Audit Firm Extension Action Item Motion to approve the Audit Firm Extension. This motion, made by Mr. David Settles and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>B. Approval of Budget Amendments-FY24 CFA Revisions Action Item Motion to approve Budget Amendments-FY24 CFA Revisions. This motion, made by Ms. Amanda Moore and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>C. Approval of FY25 Federal Consolidated Budget Action Item Motion to approve the FY25 Federal Consolidated Budget. This motion, made by Ms. Amanda Moore and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0 Mr. Settles asked if this is going to affect any programming. Dr. Duke said no, but federal programs will have less money for instructional supplies and materials. It's not a huge overall impact, but something that Dr. Duke will be watching closely.</p>	Dr. Trey Duke
<p>D. Policy Review-Section 5</p>	Dr. Trey Duke

Action Item	
<p>i. Approval of Board Policy 5.101 Line and Staff Relations on First Reading Action Item Motion to approve Board Policy 5.101 Line and Staff Relations on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0 Dr. Duke explained that between now and July, there will be a lot of policy updates. We hope to complete this process before school starts. He said that Ms. Bush will continue to do the one-page overview each time.</p>	Ms. Lauren Bush
<p>ii. Approval of Board Policy 5.102 Classification and Qualifications on First Reading Action Item Motion to approve Board Policy 5.102 Classification and Qualifications on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Wesley Ballard, passed. Yea: 7, Nay: 0</p>	Ms. Lauren Bush
<p>iii. Approval of Board Policy 5.103 Job Descriptions on First Reading Action Item Motion to approve Board Policy 5.103 Job Descriptions on First Reading. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 7, Nay: 0 Dr. Duke explained that Department Heads and supervisors have recently reviewed all job descriptions and made sure they are up-to-date. He said that we will look at them again in a few weeks because some of the laws have changed.</p>	Ms. Lauren Bush
<p>iv. Approval of Board Policy 5.108 Supervision on First Reading Action Item Motion to approve Board Policy 5.108 Supervision on First Reading. This motion, made by Mr. Wesley Ballard and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0</p>	Ms. Lauren Bush
<p>v. Approval of Board Policy 5.109 Evaluation on First Reading Action Item Motion to approve Board Policy 5.109 Evaluation on First Reading. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0</p>	Ms. Lauren Bush
<p>vi. Approval of Board Policy 5.110 Compensation Guides/Contracts on First Reading Action Item Motion to approve Board Policy 5.110 Compensation Guides/Contracts on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Wesley Ballard, passed. Yea: 7, Nay: 0</p>	Ms. Lauren Bush
<p>vii. Approval of Board Policy 5.115 Assignment/Transfer on First Reading Action Item Motion to approve Board Policy 5.115 Assignment/Transfer on First Reading. This motion, made by Mr. David Settles and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0</p>	Ms. Lauren Bush
<p>viii. Approval of Board Policy 5.116 Staff Positions on First Reading Action Item Motion to approve Board Policy 5.116 Staff Positions on First Reading. This motion, made by Ms. Barbara Long and seconded by Mr. Jimmy Richardson III, passed. Yea: 7, Nay: 0</p>	Ms. Lauren Bush
<p>ix. Approval of Board Policy 5.302 Sick and Bereavement Leave on First Reading Action Item Motion to approve Board Policy 5.302 Sick and Bereavement Leave on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Wesley Ballard, passed. Yea: 7, Nay: 0</p>	Ms. Lauren Bush

<p>x. Retirement of Board Policy 5.3021 COVID Sick Leave Action Item Motion to approve the Retirement of Board Policy 5.3021 COVID Sick Leave. This motion, made by Ms. Amanda Moore and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0</p>	<p>Ms. Lauren Bush</p>
<p>xi. Approval of Board Policy 5.3031 Leave for Religious Observances on First Reading Action Item Motion to approve Board Policy 5.3031 Leave for Religious Observances on First Reading. This motion, made by Ms. Karen Dodd and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0</p>	<p>Ms. Lauren Bush</p>
<p>xii. Approval of Board Policy 5.310 Vacations and Holidays on First Reading Action Item Motion to approve Board Policy 5.310 Vacations and Holidays on First Reading. This motion, made by Ms. Barbara Long and seconded by Mr. Jimmy Richardson III, passed. Yea: 7, Nay: 0</p>	<p>Ms. Lauren Bush</p>
<p>xiii. Approval of Board Policy 5.500 Discrimination/Harassment of Employees on First Reading Action Item Motion to approve Board Policy 5.500 Discrimination/Harassment of Employees on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0</p>	<p>Ms. Lauren Bush</p>
<p>xiv. Approval of Board Policy 5.501 Complaints and Grievances on First Reading Action Item Chair Campbell asked where an employee would go if they were not happy with the decision of the Director.</p> <p>Ms. Bush said that section of the policy deals with harassment and discrimination grievances, but the employee has several options. They can go to the Tennessee Human Rights Commission, the TN State Department's Office of Civil Rights, and the Federal Office of Civil Rights. They may speak to the Board, but the decision is made by the Director of Schools. She said that the changes in this policy better align with that structure.</p> <p>Amanda Moore said that it feels as though the Board is being stripped of its powers. Ms. Bush explained that it shouldn't have been the Board's position in the first place because of the law. She explained that Dr. Duke has the latitude to look at the situation and discipline the other employee, and the Board would not have that authority. She said that to the extent that someone appeals to the Director of Schools and is unhappy, they may speak with the Board or go to any of the places mentioned above.</p>	<p>Ms. Lauren Bush</p>
<p>xv. Approval of Board Policy 5.600 Staff Rights and Responsibilities on First Reading Action Item Motion to approve Board Policy 5.501 Complaints and Grievances on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0 Motion to approve Board Policy 5.600 Staff Rights and Responsibilities on First Reading. This motion, made by Ms. Barbara Long and seconded by Mr. Wesley Ballard, passed. Yea: 7, Nay: 0 Lauren Bush explained that she will bring this policy back on second reading under action items since there have been changes since the board packet was posted.</p> <p>Ms. Bush said that we will clarify the term of embarrassment and add information about social media.</p>	<p>Ms. Lauren Bush</p>



Mr. Richardson asked for clarification on the part of the policy that talks about dignity.	
xvi. Approval of Board Policy 5.602 Staff Time Schedules on First Reading Action Item Motion to approve Board Policy 5.602 Staff Time Schedules on First Reading. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0	Ms. Lauren Bush
xvii. Approval of Board Policy 5.701 Substitute Teachers on First Reading Action Item Motion to approve Board Policy 5.701 Substitute Teachers on First Reading. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 7, Nay: 0 Lauren Bush explained that social media and safety changes will be added, and we will leave this policy under action items for the next reading.	Ms. Lauren Bush
E. Policy Review-Section 6 Action Item	
i. Approval of Board Policy 6.200 Attendance on First Reading Action Item Motion to approve Board Policy 6.200 Attendance on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0	Ms. Lauren Bush
ii. Approval of Board Policy 6.313 Code of Behavior and Discipline on First Reading Action Item Motion to approve Board Policy 6.313 Code of Behavior and Discipline on First Reading. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 7, Nay: 0	Ms. Lauren Bush
F. Approval of Zone Appeal Hearing Packet 1 Action Item Motion to approve the recommendation of the Zone Appeal Committee on Hearing Packet 1 to deny the request. This motion, made by Mr. David Settles and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0	Dr. Trey Duke
G. Approval of Zone Appeal Hearing-Packet 2 Action Item Motion to approve the recommendation of the Zone Appeal Committee on Hearing-Packet 2 to deny the request. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 2 A roll call vote was taken:  Wesley Ballard-yea Karen Dodd-nay Barbara Long-yea Amanda Moore-yea Jimmy Richardson-yea David Settles-yea Butch Campbell-nay	Dr. Trey Duke
H. Approval of Zone Appeal Hearing-Packet 3 Action Item Motion to approve the recommendation of the Zone Appeal Committee on Hearing-Packet 3 to approve the request. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed.	Dr. Trey Duke

Yea: 7, Nay: 0	
<p>I. Approval of Zone Appeal Hearing-Packet 4  Action Item  Motion to approve the recommendation of the Zone Appeal Committee on Hearing-Packet 4 to deny the request. This motion, made by Mr. Wesley Ballard and seconded by Mr. David Settles, passed.  Yea: 6, Nay: 1  A roll call vote was taken.</p> <p>Wesley Ballard-yea  Karen Dodd-yea  Barbara Long-yea  Amanda Moore-yea  Jimmy Richardson-yea  David Settles-yea  Butch Campbell-nay</p>	Dr. Trey Duke
<p>J. Approval of Zone Appeal Hearing-Packet 5  Action Item  Motion to approve the recommendation of the Zone Appeal Committee on Hearing-Packet 5 to approve the request. This motion, made by Ms. Karen Dodd and seconded by Ms. Barbara Long, passed.  Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p><b>V. REPORTS AND INFORMATION</b>  Information Item</p>	Chair Butch Campbell
<p>A. Director's Update  Information Item  Dr. Duke said that we are wrapping up the end of the school year and next Friday is a half day. He explained to the Board that we should get scores back on Monday, and he has 3rd grade zoom calls already scheduled. He told the Board that if they would like to watch, he would send the link back to the them. He said that if they hear from parents with concerns, please let him know.</p> <p>Dr. Duke said that this has been the busiest May ever. He wanted to give a shout-out to all staff for their hard work. He said that Mr. Rocha's zone waiver process has been the best ever. Dr. Duke said that so many of our principals have thanked Mr. Rocha for taking a ton of work off of them and the school staff.</p> <p>Dr. Duke added that Mr. Don Bartch is getting lots of construction projects done, Lisa Trail has had so many events to coordinate, Angela is taking care of Sped staffing, and Lauren is reviewing all policies. He wanted to be sure to thank them all.</p> <p>Dr. Duke said that the central office provided lunch for Rutherford County Schools central office in support of the Sullivan family.</p>	Dr. Trey Duke
<p><b>VI. OTHER BUSINESS</b>  Information Item</p>	Chair Butch Campbell
<p><b>VII. ADJOURNMENT</b>  Action Item  Motion to adjourn at X. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed.  Yea: 7, Nay: 0  Meeting adjourned at 7:38 p.m.</p>	Chair Butch Campbell

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Director of Schools

Minutes  
Page 6 of 6  
May 14, 2024  
Recorded by L. VanCleave

*MISSION STATEMENT: To assure academic and personal success for each child.*

**Agenda Item Title:** Approval of Contracts Exceeding \$25,000, but less than \$50,000

**Board Meeting Date:** May 28, 2024

**Department:** Instruction

**Presented by:** Lauren Bush

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Pursuant to Board Policy 2.808, the Board will be provided with a list of written contracts with a between twenty-five thousand dollars (\$25,000.00) and fifty thousand dollars (\$50,000.00) at the regularly scheduled Board meeting immediately following approval of the contract or agreement. An agreement with ExploreLearning for online learning tools was executed on May 20, 2024. These materials will be used as part of our Summer Learning STREAM camp.

### Staff Recommendation

Approval of consent agenda item

### Fiscal Impact

Cost of the contract is \$33,128.46

### 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  
2252 South Church Street, Murfreesboro TN 37127  
**Phone** (615) 893-2313 **Fax** (615) 893-2352  
cityschools.net



## CONTRACT REVIEW FORM

Requesting Department/School: Instruction and Curriculum

Contract: ExploreLearning

Vendor: ExploreLearning Cost: \$33,128.46

Contract Start Date: Date of signature Term of Agreement: 13 months

Does the contract require student information? Yes  No   
Is the contract subject to grant requirements or an issued RFP? Yes  No

Other Comments: Submitted by Lea Barch

## LEGAL REVIEW

Amendments needed? Yes  No

Brief description of amendments and/or other comments:

Addendum drafted with changed terms and approved by Vendor  
Will be added to consent agenda for May 28th

Legal Approval: 

## FINANCE REVIEW

Budget Account Number: 141-72210-524

Comments from Finance Department:

Approved.

Finance Approval:   
Daniel Owens (May 20, 2024 12:43 CDT)

## ADDENDUM TO EXPLORELEARNING TERMS AND CONDITIONS OF USE

This Addendum (herein "Addendum") amends the ExploreLearning Terms and Conditions of Use, 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 ExploreLearning (herein "Contractor") and Murfreesboro City Schools (herein "District," "School" or "Customer"). In consideration of using Contractor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring Customer to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is deleted. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow Customer to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and Customer reserves all rights afforded to local governments under law for all general and implied warranties.
3. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. Customer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
4. **Termination for Convenience.** District or Contractor may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until 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. Unless otherwise expressly required under applicable law or in the event of an uncured material default by Contractor, invoiced fees are not subject to offset, credit or reimbursement for termination prior to the end of the then-current license subscription. period Upon such termination, Contractor 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 Customer shall be sent to:

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

5. **Accessibility.** Contractor warrants that to the extent applicable its services conform to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.1 (WCAG 2.1), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Contractor shall provide Customer a current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. Contractor shall promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless Customer from any claims arising out of Contractor's failure to comply with the aforesaid requirements.
6. **Name and Logo.** Customer does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor other than in connection with any events promoted through or for which tickets are sold through Contractor's services.
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, Customer 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 Customer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Customer does not agree to any other service of process procedure.
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 Customer to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between Customer and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
10. **Non-appropriation.** Contractor acknowledges that Customer is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its

authority. In the event 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 Contractor shall be returned to District. Furthermore, this provision shall extend to any and all obligations imposed upon Customer to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Contractor, FPPs, or Payment Processing Partners in relation to any event.

11. **No Taxes.** As a tax-exempt entity, Customer shall not be responsible for sales or use taxes incurred for products or services. Customer shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
12. **Warranty.** Contractor warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Contractor. If it does not perform as warranted, Contractor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Contractor. If it cannot correct the products within a reasonable period of time, Contractor shall refund the purchase price of the products.
13. **Compliance with Tenn. Code Ann. §49-1-221(c)** Pursuant to the requirements of Tenn. Code Ann. § 49-1-221(c), Contractor shall:
  - a. Verify that the digital or online materials do not violate Tenn. Code Ann. § 39-17-902;
  - b. Filter, block, or otherwise prevent access to pornography or obscenity through one's use of the digital or online materials;
  - c. Verify, in writing, that the Contractor's technology prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors, as defined in Tenn. Code Ann. § 39-17-901; and
  - d. Remove, within one (1) business day, upon the Customer's request, access to digital or online materials for ages or audiences for which the Customer or state agency has determined the material to be age- or audience-inappropriate unless the deadline for removal is extended upon mutual agreement of the parties.
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 Customer and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

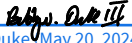


18. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

ExploreLearning

Murfreesboro City Schools

DocuSigned by:  
  
99B1F9225905452...  
Signature


  
Trey Duke (May 20, 2024 13:29 CDT)  
Bobby N. Duke, III  
Director of Schools

5/20/2024  
Date

05/20/24  
Date

Julia Given  
Printed Name

VP Finance  
Title

Approved as to form:  
  
Lauren Bush, Assistant City Attorney



ExploreLearning Gizmos and Science4Us  
 For: Murfreesboro City School District  
**Presented to:** Lea Bartch, Coordinator of Science and Social Studies  
**By:** Chelsea Holland  
**Proposal Expires on:** May 31, 2024

**Proposed Dates:** 6/1/24 – 6/30/25

Quantity	Unit	Product	Months	Total
14	Bundle	Bundle: Science4Us + Elem + Secondary Gizmos 1-subject, district-wide license	13	\$36,809.40
4	Sessions	Included onsite training (up to 6 hours per day) for up to 25 participants.	13	\$0.00

Subtotal: \$36,809.40

Discount: (\$3,680.94)

**Total: \$33,128.46**

Multi-year Discounts		Savings of
<b>3 YEARS</b>	\$82,566.32	<b>\$9,174.04</b>
<b>2 YEARS</b>	\$58,102.22	<b>\$3,058.01</b>

This proposal presented on April 17, 2024 is made on behalf of ExploreLearning, LLC (FEIN 38-3942548).

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

**Acceptance**

All ExploreLearning subscriptions and/or services are offered subject to ExploreLearning's standard license and terms of use and privacy policy (the "License Terms"), available on the product log in pages as supplemented by the terms of the applicable proposal - and ExploreLearning's [K-12 processing](https://web.explorelearning.com/k12processing/) (https://web.explorelearning.com/k12processing/). By placing an order, customer confirms its acceptance of the License Terms, as well as the fees in the proposal, which together with the awarded proposal and/or any other associated agreement entered into by ExploreLearning and customer regarding the subscriptions, products and services, constitute the entire agreement between customer and ExploreLearning regarding such subscriptions, products, and services (the "Agreement") and provides its authorization to ExploreLearning's K-12 processing as described. Customer and ExploreLearning agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and ExploreLearning relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern.

**Next Steps**

**PLEASE NOTE THE QUOTE NUMBER (#Q-316197) MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.**

**If applicable, please include your certificate of tax-exempt status with your purchase order.** Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

**Email to:** sales@explorelearning.com, please CC chelsea.holland@explorelearning.com to streamline processing

**Fax to:** 434-220-1484

**Mail to:** 110 Avon Street, Suite 300, Charlottesville, VA 22902

You may also contact Chelsea Holland at 866-882-4141, ext. 429 or chelsea.holland@explorelearning.com for more information on any aspect of this proposal (#Q-316197).



To ensure the effective implementation of ExploreLearning products in your school or district, please provide us with the following:

**CONTACT**

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: Lea Bartch

Title: Coordinator of Science and Social Studies

Email: lea.bartch@cityschools.net

Phone: 615-893-2313

**WORKSHOP DETAILS**

Provide us some details for your workshop(s):

# of Teachers: 150

# of Teachers who are new to the product: 150

# of Teachers who are experienced with the product: 0

**TECHNOLOGY**

Please provide a description of the types of technology your teachers and students will be using to implement ExploreLearning products:

**Additional Notes**

Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!  
Professional development workshops are only scheduled for dates after the start of your subscription.

Signature: Lea Bartch  
Lea Bartch (May 20, 2024 12:22 CDT)

Email: lea.bartch@cityschools.net












# ExploreLearning Addendum

Final Audit Report

2024-05-20

Created:	2024-05-20
By:	Lauren Bush (lbush@murfreesborotn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAD8HCHhCHNE_5zIVFYhakt0oArGcgC5ad

## "ExploreLearning Addendum" History

-  Document created by Lauren Bush (lbush@murfreesborotn.gov)  
2024-05-20 - 2:37:38 PM GMT
-  Document emailed to Lea Bartch (lea.bartch@cityschools.net) for signature  
2024-05-20 - 2:37:42 PM GMT
-  Email viewed by Lea Bartch (lea.bartch@cityschools.net)  
2024-05-20 - 5:20:39 PM GMT
-  Document e-signed by Lea Bartch (lea.bartch@cityschools.net)  
Signature Date: 2024-05-20 - 5:22:05 PM GMT - Time Source: server
-  Document emailed to Daniel Owens (daniel.owens@cityschools.net) for signature  
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-  Email viewed by Daniel Owens (daniel.owens@cityschools.net)  
2024-05-20 - 5:34:36 PM GMT
-  Document e-signed by Daniel Owens (daniel.owens@cityschools.net)  
Signature Date: 2024-05-20 - 5:43:29 PM GMT - Time Source: server
-  Document emailed to Trey Duke (trey.duke@cityschools.net) for signature  
2024-05-20 - 5:43:31 PM GMT
-  Email viewed by Trey Duke (trey.duke@cityschools.net)  
2024-05-20 - 6:28:43 PM GMT
-  Document e-signed by Trey Duke (trey.duke@cityschools.net)  
Signature Date: 2024-05-20 - 6:29:07 PM GMT - Time Source: server
-  Agreement completed.  
2024-05-20 - 6:29:07 PM GMT

**Agenda Item Title:** Approve consent agenda item allowing for sale of equipment to Williamson County Schools

**Board Meeting Date:** May 28, 2024

**Department:** Operations

**Presented by:** Don Barch

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Williamson County Schools has indicated interest in purchasing Buster the School Bus from Murfreesboro City Schools for \$2,000.00. MCS is interested in the sale of this equipment due to the costs associated with upkeep and maintenance of this equipment. TCA § 12-9-110 allows municipalities to convey or transfer personal property to any other public agency by contract, as long as the receiving public agency uses the conveyed property for a public purpose.

### Staff Recommendation

Approve consent agenda item allowing for sale of equipment to Williamson County Schools

### Fiscal Impact

Murfreesboro City Schools will receive \$2,000.00 for the sale of this equipment

### 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

**INTERGOVERNMENTAL AGREEMENT FOR  
SALE AND PURCHASE OF EQUIPMENT**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), entered into and effective as of May 28, 2024 (the "Effective Date"), is by and between Murfreesboro City Schools, a municipal school system with its principal office at 2552 South Church Street, Murfreesboro, TN 37127 ("MCS") and Williamson County Schools, a county school district under the laws of the State of Tennessee, having an office at 1320 West Main Street, Franklin, TN 37064 ("WCS") (each, a "Party", collectively, the "Parties").

WITNESSETH:

WHEREAS, MCS has proper ownership, title, and interest in and to Buster the School Bus™ (the "Equipment"), a school bus robot purchased with general purpose funds for use by MCS;

WHEREAS, MCS recognizes the costs associated with the upkeep and maintenance of the Equipment significantly outweighs the benefits derived from its continued use, taking into account factors such as repair expenses and frequency of required maintenance;

WHEREAS, WCS has indicated interest in and intention to purchase Equipment from MCS; and

WHEREAS, Tennessee Code Annotated § 12-9-110 allows municipalities to convey or transfer personal property to any other public agency by contract, as long as the receiving public agency uses the conveyed property for a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises of MCS and WCS, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, MCS and WCS hereby covenant and agree as follows:

1. Purchase and Sale of Equipment. MCS agrees to sell, and WCS agrees to purchase, the Equipment for a total purchase price of two thousand dollars (\$2,000.00) ("Purchase Price"). WCS shall initiate payment of the Purchase Price to MCS within fourteen (14) business days of the Effective Date of this Agreement.
2. MCS represents and warrants that MCS is the true and lawful owner of the property conveyed by this agreement and has full power to convey such property, and the title so conveyed is free, clear, and unencumbered.
3. THE EQUIPMENT WILL BE CONVEYED TO WCS AS IS AND WHERE IS. TRANSFEROR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE EQUIPMENT.
4. UNDER NO CIRCUMSTANCES WILL MCS BE LIABLE TO WCS OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR

CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE EQUIPMENT.

5. Entire Agreement; Amendments. This Agreement embodies the entire agreement between WCS and MCS with respect to the Equipment and supersedes all prior oral and written, and all contemporaneous oral, agreements, proposals, representations and understandings of the parties concerning the Equipment. This Agreement may not be amended or modified except by a writing signed by both parties.
6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

IN THE WITNESS WHEREOF, both parties have caused this Agreement to be executed by its duly authorized representatives as the date of their signatures below:

MURFREESBORO CITY SCHOOLS

WILLIAMSON COUNTY SCHOOLS

\_\_\_\_\_  
Bobby N. Duke, III, Director of Schools

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Lauren Bush, Assistant City Attorney

**Agenda Item Title:** Approval of non-substantive changes to Board Policies 6.303, 6.306, 6.4001, 6.402, and 6.503

**Board Meeting Date:** May 28, 2024

**Department:** Legal

**Presented by:** Lauren

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Policy 1.600 allows the Board to designate minor changes to policies as editorial in nature or as necessary to confirm a change of policy. In such cases, the Board may accept minor changes under the consent agenda without the requirement of two separate readings.

Non-substantive changes are recommended to Policies 6.303, 6.306, 6.4001, 6.402, and 6.503.

### Staff Recommendation

Approval of non-substantive changes to Board Policies 6.303, 6.306, 6.4001, 6.402, and 6.503

### 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





Section 6 Policies – Consent Agenda Changes  
May 28, 2024

<b>Policy Name</b>	<b>Policy No.</b>	<b>Page No.</b>	<b>Recommended Change(s)</b>
Interrogations and Searches	6.303		Grammatical changes throughout
Interference/Disruption of School Activities	6.306		Update to Footnote 3
Student Surveys, Analyses, and Evaluations	6.4001		Update to Footnote 1
Physical Examinations and Immunizations	6.402		Update to Footnote 3
Homeless Students	6.503		Change of contact for "homeless coordinator"; Grammatical changes throughout

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Interrogations and Searches</b>	Descriptor Code: <b>6.303</b>	Issued Date: <b>01/19/21</b>
		Rescinds: <b>STU 21; STU 28</b>	Issued: <b>06/01/12</b>

## 1 INTERROGATIONS BY SCHOOL PERSONNEL

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

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

## 9 INTERROGATIONS BY POLICE (AT ADMINISTRATOR'S REQUEST)

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

## 16 POLICE-INITIATED INTERROGATIONS

17 If the police deem circumstances of sufficient urgency to interrogate students at school for unrelated  
18 crimes committed outside of school hours, the police department shall first contact the principal  
19 regarding the planned interrogation and inform the principal of the probable cause to investigate. "In the  
20 exercise of the duty to supervise the operation of the school, a principal has discretion in deciding  
21 whether to allow the interrogation on school property, unless immediate police access to the student is  
22 required by law, court order, warrant, or an exigent circumstance justifying dispensation with the  
23 requirement to obtain a warrant."<sup>1</sup> The principal shall make reasonable effort to notify the  
24 parent(s)/guardian(s) or legal custodians of the interrogation unless circumstances require otherwise.  
25 The questioning may proceed without attendance of the parent(s)/guardian(s) or legal custodians if  
26 permission to do so has been given by the parent(s)/guardian(s) or legal custodians of the student;  
27 however, the principal or his/her designee shall be present during the interrogation.

28 The use of policewomen or female staff members is ~~desirable~~preferred in the interrogation of female  
29 students.

## 1 SEARCHES BY SCHOOLPERSONNEL

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

- 8 1. Evidence of any violation of the law;
- 9 2. Evidence of any violation of school rules or regulations or proper standards of student or faculty  
10 conduct;
- 11 3. Any object or substance which, because of its presence, presents an immediate danger or harm  
12 or illness to any person.

13 The search must be authorized by the principal, and that authority may not be delegated to a school  
14 employee.<sup>2</sup>

15 A student using a locker that is the property of the school system has a very low expectation of privacy  
16 in an assigned school locker and its contents.<sup>1</sup> All lockers or other storage areas provided for student use  
17 on school premises remain the property of the school system and are provided for the use of students  
18 subject to inspection, access for maintenance, and search. Notice shall be posted in each school that  
19 lockers and other storage areas are school property and are subject to search.

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

- 24 1. A particular student is reasonably believed to have violated policy;
- 25 2. The search could be expected to yield evidence of the violation of school policy or disclosure of  
26 a dangerous weapon or drug;
- 27 3. The search is in pursuit of legitimate interests of the school in maintaining order, discipline,  
28 safety, supervision, and education of students;
- 29 4. The primary purpose of the search is not to collect evidence for a criminal prosecution; and
- 30 5. The search shall be reasonable, related to the objectives of the search, and not excessively  
31 intrusive in light of the age and sex of the student, as well as the nature ~~66~~ of the infraction alleged  
32 to have been committed.

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

- 36 1. Seized and admitted as evidence in any hearing, trial, suspension or dismissal proceeding. It  
37 should be tagged for identification at the time it is seized and kept in a secure place by the

1 principal or the principal's designee until it is presented at the hearing. At the discretion of the  
2 principal, the items seized may be returned to the parent or guardian of a student or, if it has no  
3 significant value, the item may be destroyed but only with the express written permission of the  
4 Director of Schools.

- 5  
6 2. Any seized item may be turned over to any law enforcement officer. Any dangerous weapon or  
7 drug as defined in TCA 49-6-4202 shall immediately be turned over to an appropriate law  
8 enforcement official.<sup>3</sup>

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

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

16 In order to ensure a safe and secure learning environment, the Director of Schools shall develop  
17 procedures regarding the searching of students, lockers, vehicles, and containers which are consistent  
18 with state law and regulations. The Director shall develop additional procedures to ensure compliance  
19 with all of the provisions of the School Security Act of 1981.<sup>4</sup>

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Legal References

1. Tenn. Op. Att'y Gen. No. 14-21
2. TCA 49-6-4204(a)
3. TCA 49-6-4210; TCA 39-17-418; TCA 39-17-1309
4. TCA 49-6-4201 to 4218

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Cross References

Procedural Due Process 6.302  
Child Abuse and Neglect 6.409

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Interference/Disruption of School Activities</b>	Descriptor Code: <b>6.306</b>	Issued Date: <b>01/25/22</b>
		Rescinds:	Issued:

1 *General*

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

5 Employees are authorized to take reasonable measures to establish appropriate school behavior and  
6 have the authority to control the conduct of any student while under the supervision of the school  
7 district.<sup>1</sup>

8 A student may receive disciplinary action ranging from verbal reprimand to suspension and/or  
9 expulsion depending on the severity of the offense and the student’s prior record.<sup>2</sup>

10 **REMOVAL OF STUDENT<sup>3</sup>**

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

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

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

21 *Appeal Process*

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

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Legal References

1. TCA 49-6-4102
2. TCA 49-6-3401
3. ~~TCA 49-6-3704~~ Public Acts of 2021, Chapter No. 77

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Cross References

- Code of Conduct 6.313
- Suspension/Expulsion/Remand 6.316
- Safe Relocation of Students 6.4081

# Murfreesboro City School Board

Monitoring:  <b>Review: Annually, in May</b>	Descriptor Term:  <b>Student Surveys, Analyses, and Evaluations</b>	Descriptor Code: <b>6.4001</b>	Issued Date: <b>07/25/23</b> Reviewed <b>05/26/20</b> <b>10/09/18</b>
		Rescinds: <b>STU 49, STU 56</b>	Issued: <b>10/01/02;</b> <b>6/10</b>

1 Surveys, analyses, and evaluations for research purposes shall be allowed by the Board when the project  
 2 is viewed as contributory to a greater understanding of the teaching-learning process, the project does  
 3 not violate the goals of the Board, and the disruption of the regular school program is minimal. The  
 4 Director of Schools shall develop administrative procedures for approving requests for conducting  
 5 surveys, analyses, or evaluations by agencies, organizations or individuals. The requests shall outline  
 6 what is to be done, who is to be involved and how the results will be used and distributed.<sup>1</sup>

7 Prior to the dissemination of a survey, analysis, or evaluation to students, parent(s)/guardian(s) shall be  
 8 notified of the opportunity to review the materials.<sup>1</sup> Such notification shall include information indicating  
 9 the purpose of the survey, analysis, or evaluation as well as who will have access to the results. The  
 10 survey, analysis, or evaluation shall only be administered to students under the age of eighteen (18)  
 11 whose parent(s)/guardian(s) provide written, informed, and voluntarily signed consent. ~~A student who~~  
 12 ~~is eighteen (18) years of age or older may participate after he/she provides written, informed, and~~  
 13 ~~voluntarily signed consent.~~ The Director of Schools shall develop procedures for granting such parental  
 14 requests.<sup>1</sup>

15 No student shall be required, as part of any program, to submit to a survey, analysis or evaluation that  
 16 reveals information concerning any of the following subject matter without the prior consent of the  
 17 student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor,  
 18 without the prior written consent of the paren:<sup>2,3</sup>

- 19 1. Mental or psychological problems of the student or the student's family;
- 20 2. Sexual behavior or attitudes;
- 21 3. Illegal, anti-social, self-incriminating, or demeaning behavior;
- 22 4. Critical appraisals of other individuals with whom respondents have close family relationships;
- 23 5. Legally privileged relationships;
- 24 6. Income; or
- 25 7. The collection of student biometric data involving the analysis of facial expressions, EEG brain
- 26 wave patterns, skin conductance, galvanic skin response, heart-rate variability, pulse, blood
- 27 volume, posture, and eye-tracking<sup>3</sup>

28 The collection of the following student data is strictly prohibited:<sup>4</sup>

- 29 1. Political affiliation or voting history;
- 30 2. Religious practices; and
- 31 3. Firearm ownership.

## 1 COLLECTING, DISCLOSING OR USING INFORMATION FOR MARKETING<sup>5</sup>

2 In general, the district will not collect, disclose or use personal student information for the purpose of  
3 marketing or selling that information or otherwise providing that information to others for that purpose.

4 If any collected information is to be marketed or sold, parents will be directly notified at least annually  
5 at the beginning of the school year of the specific or approximate dates when such information will be  
6 collected. Parents, upon request, may inspect any instrument used to collect personal information for the  
7 purpose of marketing or selling that information before the instrument is administered or distributed to  
8 the student. All parents and students of appropriate age may decline to provide the information requested.

9 This portion of the policy does not apply to the collection, disclosure or use of personal information  
10 collected from students for the exclusive purpose of developing, evaluating or providing educational  
11 products or services for or to students or educational institutions to the extent allowed by law, such as  
12 the following:

- 13 1. College or other postsecondary education recruitment or military recruitment;
- 14 2. Book clubs, magazines and programs providing access to low-cost literary products;
- 15 3. Tests and assessments used by elementary schools and secondary schools to provide cognitive,  
16 evaluative, diagnostic, clinical, aptitude or achievement information about students (or to  
17 generate other statistically useful data for the purpose of securing such tests and assessments)  
18 and the subsequent analysis and public release of the aggregate data from such tests and  
19 assessments;
- 20 4. The sale by students of products or services to raise funds for school-related or education related  
21 activities; or
- 22 5. Student recognition programs.

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### Legal References

1. TCA 49-2-211; ~~Public Acts of 2023; Chapter No. 353~~
2. 20 USCA § 1232h
3. TCA 49-1-706
4. TCA 49-1-705
5. 20 USCA § 1232h(c)(1); 20 USCA § 1232h(c)(4)

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### Cross References

Testing Programs 4.700

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Physical Examinations and Immunizations</b>	Descriptor Code: <b>6.402</b>	Issued Date: <b>07/25/23</b>
		Rescinds: <b>6.402</b>	Issued: <b>04/13/21</b> <b>04/28/20</b> <b>05/28/19</b> Reviewed <b>08/24/21</b>

## 1 **PHYSICAL EXAMINATIONS<sup>1</sup>**

2 The principal shall ensure that there is a complete physical examination of each student prior to:<sup>2</sup>

- 3 1. Entering school for the first time; and
- 4 2. Participation as a member of any athletic team or in any other strenuous physical activity
- 5 program.

6 Cost of the examination shall be borne by the parent or guardian of the student. These records shall be  
7 on file in the principal's office.

8  
9 Screening tests as recommended by the Tennessee Department of Education and the Department of  
10 Health will be conducted. Parent(s)/guardian(s) will receive written notice of any screening result that  
11 indicates a condition that might interfere with the student's progress. Parent(s)/guardian(s) may excuse  
12 their student from participating in health screenings that are part of a coordinated school health  
13 program by submitting a request in writing to the school nurse, instructor, school counselor, or  
14 principal.<sup>2</sup>

15  
16 In general, the school district will not conduct physical examinations of a student without parental  
17 consent to do so or a court order, unless the health or safety of the student or others is in question.<sup>3</sup>

## 18 **IMMUNIZATIONS**

19 No students entering school, including those entering kindergarten or first grade, those from out-of-  
20 state and those from nonpublic schools, will be permitted to enroll (or attend) without proof of  
21 immunization, as determined by the Commissioner of Public Health. It is the responsibility of the  
22 parents or guardians to have their children immunized and to provide such proof to the principal of the  
23 school that the student is to attend.<sup>4</sup>

24 Exceptions will be granted to any student whose parent/guardian files with school authorities a signed,  
25 written statement that such measures conflict with the one of the following:

- 26 1. His/her religious tenets and practices if in the absence of an epidemic or immediate threat of an  
27 epidemic;<sup>5</sup> or
- 28 2. Due to medical reasons if the student has a written statement from his/her doctor excusing  
29 him/her from the immunization.<sup>5</sup>

30 The Director of Schools shall ensure that appropriate immunization records are maintained for each  
31 student.



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Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-01-13-.01(1)(a)
3. ~~Public Acts of 2023, Chapter No. 353~~ [TCA 49-1-1002\(b\)\(2\)](#);  
Tennessee School Health Screening Guidelines,; 20 USCA §  
1232h(c)(2)(C)
4. TCA 49-6-5001(a),(c)
5. TCA 49-6-5001(b)(2)-(3)
6. TCA 49-6-5001(c)(2)

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Cross References

Promoting Student Welfare 6.400

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Homeless Students</b>	Descriptor Code: <b>6.503</b>	Issued Date: <b>04/28/20 04/23/19</b>
		Rescinds: <b>STU 50</b>	Issued: <b>04/01/03</b>

1 In order to ensure that homeless students have equal access to the same free appropriate public education  
2 as provided to other students, the following shall apply:<sup>1</sup>

3 Homeless students are individuals who lack a fixed, regular and adequate nighttime residence and  
4 include the following:

- 5 1. Students who are sharing the housing of other persons due to loss of housing, economic hardship  
6 or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to lack of  
7 alternative adequate accommodations; are living in emergency or transitional shelters; or are  
8 abandoned in hospitals.  
9
- 10 2. Students who have a primary nighttime residence that is a public or private place not designated  
11 for or ordinarily used as a regular sleeping accommodation for human beings.  
12
- 13 3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing,  
14 bus or train stations or similar settings; and  
15
- 16 4. Migratory students who meet one of the above-described circumstances.

## 17 Enrollment

18  
19 Consistent, uninterrupted education is vital for student success. Due to the realities of homelessness and  
20 mobility, homeless students may not have school enrollment documents readily available. Nonetheless,  
21 the school selected for enrollment must immediately enroll any homeless child. Enrollment may not be  
22 denied or delayed due to the lack of any document normally required for enrollment, including:

- 23 • Proof of residency, including residency affidavit.
- 24 • Transcripts/school records. The enrolling school must contact the student's previous school to  
25 obtain school records. Initial placement of students whose records are not immediately available  
26 can be made based on the student's age and information gathered from the student, parent, and  
27 previous schools or teachers.
- 28 • Immunizations or immunization/health/medical/physical records. Health records may often be  
29 obtained from previous schools or state registries, and school- or community-based clinics can  
30 initiate immunizations when needed. Students coming from areas where natural disasters have  
31 occurred may never be able to provide immunization records, but it should be assumed that they  
32 had the immunizations necessary to attend public school in their state.
- 33 • Proof of custody or guardianship.

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- 1 • Birth certificate.
- 2 • Any other document requirements.
- 3 • Unpaid school fees.
- 4 • Lack of uniforms or clothing that conforms to dress codes.
- 5 • Missing application or enrollment deadlines during any period of homelessness.
- 6 • Any factor related to the student's living situation.

7 However, the systemdistrict may require a parent or guardian of the student to submit contact  
8 information.

### 9 School Selection

10 When determining the best school placement, Murfreesboro City Schools will consider the best interests  
11 of the student with parental involvement. To the extent feasible, and in accordance with the student's  
12 best interest, the student should continue his/her education in the school of origin, except when contrary  
13 to the wishes of the parent or guardian. "School of origin" is defined as the school that the student  
14 attended when permanently housed or the school in which the student was last enrolled. If the student is  
15 unaccompanied by a parent or guardian, the homeless coordinator will consider the views of the student  
16 in deciding where the student shall be educated. The choice regarding placement shall be made regardless  
17 of whether the student lives with the homeless parent(s) or has been ~~55~~ temporarily placed elsewhere.  
18

19 The systemdistrict shall provide a written explanation, including a statement regarding the right to  
20 appeal, to the homeless student's parent/guardian, or to the homeless student if unaccompanied, if the  
21 systemdistrict sends the student to a school other than the school of origin) or other than a school  
22 requested by the parent or guardian.

23 If a dispute arises over school selection or enrollment in a school, the student shall be immediately  
24 admitted to the school in which enrollment is sought, pending resolution of the dispute. The student or  
25 parent/guardian shall be referred to the ~~system homeless coordinator~~district's Students in Transition  
26 Liaison, who will carry out the dispute resolution process as expeditiously as possible.

### 27 Services

28  
29 Each homeless student shall be provided services comparable to services offered to other students in the  
30 systemdistrict including transportation services, educational services for which the student is eligible  
31 such as educational programs for disadvantaged students, students with disabilities, and gifted and  
32 talented students, school meals programs, preschool programs, before and after school programs and  
33 programs for students with limited English proficiency. Homeless students will not be segregated in a  
34 separate school or in a separate program within a school based on the student's status as homeless.

### 35 Transportation

36 In the event that it is in the best interest of the homeless student to attend the school of origin,  
37 transportation to and from school shall be provided at the request of the parent/guardian or, in the case  
38 of an unaccompanied student, the homeless coordinator. If the student's temporary housing is outside  
39 the systemdistrict of the school of origin, the Murfreesboro City Schools will work with the school of

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- 1 origin to agree on a method to apportion the responsibility and costs of transporting the student. If an
- 2 agreement cannot be reached, the costs will be shared equally.

**Records**

Any records ordinarily kept by the school, including immunization records, academic records, birth certificates, guardianship records and evaluations for special services or programs of each homeless child or youth shall be maintained so that appropriate services may be given the student, so that necessary referrals can be made and so that records may be transferred in a timely fashion when a homeless student enters a new school ~~system~~district. Copies of records shall be made available upon request to students or parents in accordance with the Family Educational Rights and Privacy Act.

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**Coordinator**

The Board designates the ~~Coordinator of Community Initiatives~~Students in Transition Liaison to act as the ~~system~~district's homeless coordinator. The ~~system~~district shall inform school personnel, service providers and advocates working with the homeless families of the duties of the ~~system~~district homeless coordinator. The ~~Students in Transition Liaison~~ ~~homeless coordinator~~ shall ensure that:

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1. Homeless students are identified by school personnel and through coordination activities with other entities and agencies.

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2. Homeless students enroll in and have a full and equal opportunity to succeed in schools in the ~~system~~district.

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3. Homeless families and students receive educational services for which such families and students are eligible, including Head Start and preschool programs administered by the ~~system~~district and referrals to health care services, dental services, mental health services and other appropriate services.

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4. The parents and guardians of homeless students are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.

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5. Public notice of the educational rights of homeless students are disseminated where such students receive services such as schools, family shelters and soup kitchens.

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6. Enrollment disputes are mediated in accordance with the law.

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7. The parent or guardian of a homeless student and any unaccompanied youth is fully informed of all transportation services, including transportation to the school of origin and is assisted in accessing transportation to the school selected.

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8. Unaccompanied youths will be assisted in placement or enrollment decisions, their views will be considered and they will be provided notice of the right to appeal.

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9. Students who need to obtain immunizations, or immunization or medical records, will receive assistance.

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1  
2

9.

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Legal References

1. 42 USCA §§ 11431 to 11435; McKinney-Vento Education Assistance Improvements Act of 2001 Part C, § 721

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Cross References

- Student Transportation 3.400
- Parental Involvement 4.502
- Promotion and Retention 4.603
- School Admissions 6.203
- Migrant Students 6.504

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# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Line and Staff Relations</b>	Descriptor Code: <b>5.101</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

- 1 The Director of Schools shall establish and maintain organization charts. The Director of Schools shall  
2 establish lines of authority which shall be approved by the Board and shown on the system  
3 organization chart. The established lines of authority represent direction of authority and responsibility  
4 and avenues for a two-way flow of ideas to improve the program and operations of the school system.
- 5 All personnel are expected to keep the person to whom they are immediately responsible informed of  
6 their activities and shall refer matters requiring administrative action to the administrator to whom they  
7 are responsible. That administrator shall refer such matters to the next higher administrative authority  
8 when necessary.
- 9 Lines of authority do not restrict the cooperative, sensible working together of all staff members at all  
10 levels. The established lines of authority represent direction of authority and responsibility and  
11 avenues for a two-way flow of ideas to improve the program and operations of the school system.

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## Cross References

Assignment/Transfer 5.115  
Complaints and Grievances 5.501

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Classification and Qualifications</b>	Descriptor Code: <b>5.102</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

## 1 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

2 All administrative and supervisory positions in the school system are established initially by the Board,  
3 by state law, or State Board Rules, Regulations, and Minimum Standards.

4 To be considered for certified administrative or supervisory positions, the applicant must show the  
5 following qualifications:<sup>1</sup>

6 1. Professional teaching certification; and  
7

8 2. Administrative or supervisory certification and experience in accordance with State law and  
9 State Board Rules and Regulations in the appropriate area based on the minimum of a master's  
10 degree.

11 Non-certified administrative and supervisory personnel shall possess sufficient training and experience  
12 to perform the services required and such additional qualifications as State law and the Board and  
13 Director of Schools shall determine.

14 All such employees are to be selected by the Director of Schools.

15 Compensation for certified administrative and supervisory personnel shall be fixed at the amount  
16 specified in schedules for those positions. Compensation for classified administrative and supervisory  
17 personnel shall be within the Board approved compensation ranges based on experience and  
18 qualifications. Such schedule shall be recommended by the Director of Schools and adopted by the  
19 Board. An annual review of the schedule shall be made by the Director of Schools. For elections to  
20 positions for which there is no schedule, salary is to be fixed by the Board of Education.

21 More specifically, the Board, upon recommendation of the Director of Schools, shall establish  
22 additional administrative positions in relation to need and financial resources of the District whenever  
23 it is deemed essential for the effective operation of the school system.

## 24 CERTIFIED/PROFESSIONAL PERSONNEL<sup>2</sup>

25 The professional staff members are the personnel whose employment status requires certification in  
26 accordance with the rules and regulations of the State Board of Education.  
27



1 **CLASSIFIED PERSONNEL**<sup>3</sup>

2 The support staff members are personnel whose regular employment does not require certification in  
3 accordance with rules and regulations of the State Board of Education. Support personnel include but  
4 are not limited to, the following employees: bookkeepers, secretaries, clerks, maintenance employees,  
5 custodial employees, cafeteria employees, instructional assistants and transportation employees.

6 The Director of Schools shall identify, list, analyze, classify, and recommend to the Board ratings for  
7 all current and planned classified positions.

8 School level classified positions shall be budgeted and allotted to individual schools on schedules  
9 adopted by the Board, provided that the Director of Schools shall transfer employees for special  
10 reasons or temporarily as needed due to changes in school programs or enrollment.

11 Classified personnel assigned to the separate schools shall be responsible to the respective Principals of  
12 the school.

13 Part-time employees are those employees who are assigned work schedules less than thirty hours a  
14 week.

15 Full-time employees are those employees who are assigned work schedules for thirty hours or more a  
16 week.

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Legal References

1. TCA 49-5-101; TRR/MS 0520-02-03-.10; TRR/MS 0520-02-06-.01
2. TRR/MS 0520-02-03; TRR/MS 0520-02-06
3. TRR/MS 0520-02-06-.04

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Job Descriptions</b>	Descriptor Code: <b>5.103</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

- 1 The Board shall approve through the annual budget approval process the broad purpose and function of
- 2 the position in accordance with state laws and state regulations, approve a statement of duties as
- 3 recommended by the Director of Schools, and delegate to the Director of Schools the task of writing, or
- 4 causing to be written, a job description for the position.
  
- 5 Job descriptions shall be used as guides in annual employee evaluations.
  
- 6 The Director of Schools shall maintain a comprehensive, coordinated set of job descriptions for all such
- 7 positions so as to promote efficiency and economy in the staff's operations.

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#### Cross References

Supervision 5.108  
Evaluation 5.109  
Assignment/Transfer 5.115  
Qualifications and Duties of the Director of Schools 5.802

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <h2 style="margin: 0;">Supervision</h2>	Descriptor Code: <b>5.108</b>	Issued Date: <b>02/12/19</b> <b>09/12/17</b>
		Rescinds:	Issued: <b>REVIEWED</b> <b>02/20</b>

- 1 Supervision of administrative and supervisory personnel shall be provided by the Director of Schools.
- 2 Apprentice teachers, teachers new to the system, and ineffective teachers as measured by the annual
- 3 evaluation shall be assisted by administrators and supervising teachers in the development of
- 4 competencies required by the Board. ~~Teachers on a Practitioners License shall be assisted by supervising~~
- 5 ~~teachers in the development of competencies required by the Board.~~<sup>1</sup>
- 6 Support personnel shall be supervised by the person designated on the approved job description.
- 7 The immediate supervisor has the responsibility of assigning specific duties and for giving guidance to
- 8 the employee for the satisfactory performance of those duties.
- 9 All employees shall report being charged with any criminal offense to their immediate supervisor
- 10 within two (2) calendar days of the offense. The supervisor must report the offense to the Director of
- 11 Schools immediately and the Director of Schools must report the offense to the Board Chair as soon as
- 12 practical.

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Legal References

1. TCA 49-6-3004(c)(2)

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Cross References

- Neptotism 1.108  
 Channel of Communication 5.101

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Evaluation</b>	Descriptor Code: <b>5.109</b>	Issued Date: <b>REVIEWED</b> <b>02/20</b> <b>02/12/19</b> <b>09/12/17</b>
		Rescinds: <b>PER 17</b>	Issued: <b>11/01/12</b>

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1 The evaluation of performance and its effectiveness must be a cooperative and shared endeavor on the  
2 part of the Director of Schools and administrative and supervisory personnel. The Board shall use a state-  
3 approved model for evaluating certified administrative and supervisory personnel and shall approve  
4 standard forms to be used in evaluating supportclassified personnel. The Director of Schools is  
5 responsible for ensuring that all administrative and supervisory personnel are evaluated annually.

## 6 LICENSED TEACHING PERSONNEL

7  
8 The Board shall use guidelines developed by the State Board of Education for implementation of an  
9 approved evaluation system. Additionally, the Director of Schools shall provide information to all  
10 licensed teaching personnel regarding the nature of the evaluation and the grievance procedures  
11 prescribed by the State Board of Education.<sup>1,2</sup>

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12 Evaluations shall use multiple data sources which may include, but not be limited to, position/classroom  
13 observations, review of previous evaluations, conferences, examination of professional growth, and  
14 review of indicators of student progress.

### 15 *Local Level Grievance Procedure*

16  
17 The Director of Schools shall develop procedures, consistent with State law, for processing evaluation  
18 grievances.

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## 19 ~~NON-LICENSED~~CLASSIFIED PERSONNEL

20 Newly hired ~~non-licensed~~classified administrative/support personnel shall be evaluated once during the  
21 evaluation period (up to 90 days) and at least one (1) additional time following successful completion of  
22 the evaluation period during the first year of employment. Support personnel employed for more than  
23 one (1) year shall be evaluated at least once a year.

24 Evaluations shall be used as an aid in improving an employee's performance and as a basis for  
25 continuing employment. Evaluation reports shall be discussed with the evaluated employee. Each  
26 employee shall be given a copy of the evaluation and shall sign the supervisor's copy as evidence it has  
27 been discussed.

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Legal References

1. TRR/MS 0520-02-.01-.01
2. TRR/MS 0520-02-01-.02

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <h2 style="text-align: center;">Compensation Guides &amp; Contracts</h2>	Descriptor Code: <b>5.110</b>	Issued Date: <b>REVIEWED</b> <b>02/20</b> <b>02/12/19</b> <b>09/12/17</b>
		Rescinds:	Issued:

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

4 Contracts for administrators and system-wide professional personnel shall include two hundred (200)  
 5 days of responsibility, plus twenty (20) days for each additional month assigned by the Board. Each  
 6 contract shall provide:<sup>3</sup>

- 7 1. A minimum of one hundred and eighty (180) working days;
- 8 2. A minimum of five (5) days for in-service education;
- 9 3. Ten (10) vacation days; and
- 10 4. Five (5) days as designated by the Board (teachers shall use one (1) day for parent-teacher  
 11 conferences).
- 12

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

15 Salaries and supplements may be paid from revenue derived from sources other than taxes, provided  
 16 the revenue is deposited with and salaries paid through the Board. This includes donations or  
 17 contributions from individual, civic or other non-school related sources of funds from individual  
 18 school activity funds, such as gate receipts and concessions.<sup>1,4</sup>

19 Annually, the Director of Schools shall recommend a differentiated pay plan to the Board for  
 20 approval.<sup>5</sup> The plan shall follow the guidelines established by the State Board of Education and will  
 21 reflect the needs of the district. Once approved by the Board, the differentiated pay plan shall be  
 22 submitted to the Tennessee Department of Education for review and approval.<sup>6</sup>

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Legal References

1. TCA 49-2-203(a)(1); TCA 49-5-408
2. TCA 49-5-402
3. TCA 49-6-3004
4. TCA 49-6-2006; *Tennessee Internal School Financial Management Manual, Section 5, Title 6*
- 4.5. TCA 49-3-306(h)

Cross References

- School Calendar 1.800
- Revenues 2.400
- Payroll Procedures 2.802
- Salary Deductions 2.803

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Assignment/Transfer</b>	Descriptor Code: <b>5.115</b>	Issued Date: <b>02/28/23</b>
		Rescinds: <b>PER 21</b>	Issued: <b>09/01/11</b>

## 1 ASSIGNMENT

2 The Director of Schools shall develop a tentative assignment list of licensed personnel to the various  
3 schools or departments by June 15 preceding the school year for which such persons are employed while  
4 allowing each principal or immediate supervisor to assign more specific responsibilities within each  
5 school.<sup>1</sup>

6 Assignment of employees shall be made by the Director of Schools based on the recommendation of the  
7 appropriate program director and/or building principal. The assignment shall be determined by the  
8 applicant's training, experience, and ability to perform the duties of the position and in the best interest  
9 of the schools.

10 Extra assignments for which supplements are provided and upon which initial employment was based  
11 may not be relinquished in part by the employee without the approval of the person making the  
12 assignment. Other assignments for which supplemental salary is provided shall be made on an annual  
13 contract basis.

## 14 TRANSFER (to move from one school or administrative unit to another)

15 The Director of Schools shall transfer employees as necessary for the efficient operation of the schools.<sup>2</sup>  
16 Transfers shall be non-discriminatory and shall not be arbitrary or capricious. The Director of Schools is  
17 responsible for developing and disseminating procedures for transfer.

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18 All employees transferred shall receive written notification of the transfer prior to the transfer. Transfers  
19 shall be non-discriminatory and shall not be arbitrary or capricious.

20 The Board shall be notified of transfers.

21 Transfers shall be made in accordance with board policy and state law.

## 22 REASSIGNMENT (to move to another assignment within the same school or administrative unit)

23 Reassignments shall be non-discriminatory and shall not be arbitrary or capricious. Employees shall be  
24 reassigned as necessary for the efficient operation of the schools or departments.

- 1 Reassignments shall be made by the employee's immediate supervisor with approval by the Director of
- 2 Schools. The Director of Schools is responsible for developing and disseminating procedures for
- 3 reassignments.

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Legal References

1. TCA 49-2-301(b)(1)(L); TCA 49-5-401
2. TCA 49-2-301(b)(1)(CC); TCA 49-5-510; TCA 49-2-303(b)(3)



# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Staff Positions</b>	Descriptor Code: <b>5.116</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

## 1 CREATION OF POSITION

2 All staff positions shall be approved through the budget process in accordance with an organizational  
3 plan submitted by the Director of Schools.<sup>1</sup> Before an additional position is established, the Director of  
4 Schools will present to the Board a job description, qualifications, performance responsibilities and the  
5 method by which the performance of these responsibilities will be evaluated.

6 The Director of Schools may revise the organizational plan as long as budgetary amounts are not  
7 exceeded. In the event of reorganization, the Director of Schools will adhere to all applicable reduction  
8 in force guidelines and will inform, in a timely manner, each member of the Board of the change and  
9 include the change in the Director's report at the next board meeting. If change in personnel creates  
10 additional encumbrance on a future budget, prior approval of the Board is required.

## 11 REDUCTION IN FORCE

12 When it becomes necessary to reduce the number of positions in the district because of a decrease in  
13 enrollment or for other good reasons, the Board shall abolish the positions. The Board or the Director of  
14 Schools, as appropriate, shall dismiss such employees as may be necessary.<sup>2</sup>

## 15 Licensed Personnel

16 Reductions in staff will be made according to which have the least detrimental effect on children. In  
17 general, this objective dictates a staff reduction policy which:

- 18 1. Retains the most effective teachers;
- 19 2. Avoids undue increases in class size; and
- 20 3. Provides consideration for the exceptional teacher without exclusive emphasis on seniority.

21 The elimination of a position does not necessarily mean the person occupying the position will be  
22 dismissed. When an employee is released, it is the responsibility of the Director to make a  
23 recommendation to the Board about which employee shall be released and to justify the recommendation  
24 based upon a composite of the following criteria:

- 25 1. Effectiveness in teaching and in related professional responsibilities evidenced by teacher  
26 evaluation;
- 27 2. Adaptability to other assignments (academic and extracurricular);

3. Evidence of professional growth as well as specialized or advanced training;
4. Previous history of grade levels and subject areas taught; and
5. Type, length and quality of service made to the teaching profession and the school system.

When a teacher is released because of reduction in staff, the teacher shall be given written notice of release explaining the circumstances or conditions making dismissal necessary.

### **Classified Personnel**

When a classified employee is released because of a reduction in the number of support positions, the director of schools shall give the employee written notice of dismissal explaining the circumstances or conditions making termination of employment necessary. <sup>3</sup>

### **RECALL**

The Director of Schools shall maintain a preferred re-employment list for tenured teachers whose position is abolished.<sup>3</sup> The fitness of any teacher for re-employment shall be determined on the basis of the teacher's competence, compatibility and suitability to properly discharge the duties required by the position with consideration for the best interests of the students in the school where the vacancy exists.<sup>2</sup>

It shall be the responsibility of the separated teacher to notify the director of schools in writing of his/her availability and current address. A professional employee who is placed on the preferred re-employment list and subsequently refuses the offer of a comparable position will be removed from the preferred list.<sup>4</sup>

Any teacher who has been on the preferred list for re-employment for two (2) consecutive years shall, by April 1 of the second consecutive year, receive notice that the teacher's name shall be removed from the list. The director shall send the notice to the last known address of the teacher. A teacher who wishes to remain on the preferred list for re-employment after the second year shall notify the director of schools in writing by April 15 of the second year and each subsequent year of his or her desire to remain on the preferred list for re-employment.<sup>4</sup>

Employees returning from lay-off shall have all previously accrued sick leave and seniority reinstated, but shall not receive benefits for the period of the layoff.

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#### Legal References:

1. OP Tenn. Atty. Gen. 93-66 (November 29, 1993)
2. TCA 49-5-409(d); TCA 49-2-301 (b)(1)(EE)
3. TCA 49-5-511(b)(1)
4. TCA 49-5-511(b)(4)

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Sick and Bereavement Leave</b>	Descriptor Code: <b>5.302</b>	Issued Date: <b>03/14/23</b>
		Rescinds: <b>5.302</b>	Issued: <b>03/22/22</b>

## 1 SICK LEAVE

2 Sick leave shall mean illness of the employee from natural causes or accident or annual wellness visits;  
3 or illness or annual wellness visits or death of the employee's spouse, parent, grandparent, children,  
4 grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-  
5 law, sister-in-law, step-relatives as listed above, or other family member with approval of the Director  
6 of Schools, which necessitates the absence of the employee.<sup>1</sup> Employees may also use one sick day for  
7 a religious holiday not included on the Murfreesboro City Schools calendar, with five (5) days'  
8 advance notice to their supervisor.

9 The time allowed for sick leave with pay shall be one day for each month of employment.<sup>2</sup> Sick leave  
10 shall be cumulative for all earned days not used. At retirement, the unused accumulated sick leave may  
11 be used as retirement credits.

12 Employees may elect to participate in the Murfreesboro City Schools' Sick Leave Bank, established by  
13 the Board pursuant the *Teachers' Sick Leave Bank Act*, T.C.A. 49-5-801 *et seq.*, to facilitate the  
14 voluntary pooling and irrevocable donation of accumulated personal sick leave for the purpose of  
15 providing sick leave to members of the program who have suffered an unplanned personal illness,  
16 injury, disability or quarantine and whose personal sick leave is exhausted.

17 If an employee uses more sick days than they have earned, the sick days shall be deducted from the  
18 employee's paycheck. The amount will be based on the employee's daily rate of pay sufficient to cover  
19 any excess sick leave days used by the employee. If such final check is insufficient for this purpose,  
20 the employee shall be liable for reimbursement of any amount in excess of the employee's final  
21 paycheck for the year.

22 When an employee will be absent from work, the employee shall notify the principal/-supervisor or the  
23 principal's/supervisor's designee as soon as possible before their scheduled time to report to work.

24 The professionalCertified employees shall notify the principal or the principal's designee within a  
25 reasonable length of time before they intend to return to the classroom and not later than one (1) hour  
26 before school opens that morning, so that the principal or the principal's designee may be able to notify  
27 the substitute.

28 An employee, including an employee on pre-approved leave or other type of leave, shall not be  
29 charged with a day of leave for any day on which the employee's school or the school district is closed

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30 due to natural disaster, inclement weather, serious outbreak of contagious illness, or other unexpected  
31 event.

32 A physician's statement shall be filed with the Principal/Supervisor for each period of illness of five  
33 (5) or more consecutive work days. The physician's statement should include the date of  
34 commencement of the illness/injury and an expected date of return to work. The Director of Schools  
35 may require a physician's statement for any sick leave claim.<sup>2</sup> In the event of the absence of an  
36 employee in excess of the sick leave days available to the employee, the Director of Schools may  
37 require an examination, paid for by the Board, by a physician certifying the previous absences.

38 If an employee fails to provide appropriate notice or certification for sick leave, forfeiture of the paid  
39 leave will result, with the exception of those cases deemed an emergency by the [principal/supervisor](#).  
40 The Human Resources Department shall keep a record of the accumulated sick leave for each eligible  
41 employee and shall provide a verified copy to the employee upon request.

42 An employee, upon employment, may transfer any accumulated sick leave from another Tennessee  
43 school system, provided that the Director of the system in which any such leave was accumulated  
44 provides notarized verification.<sup>2</sup> [If an employee does not qualify for FMLA leave, the employee will be  
45 allowed to use no more than ten \(10\) days of transferred accrued leave due to the same qualifying  
46 events listed in Board Policy 5.305. Supporting documentation must be submitted to the Human  
47 Resources Department. An additional ten \(10\) days of unpaid time will be afforded to the employee  
48 following the use of ten \(10\) days of transferred accrued leave, for a total of twenty \(20\) days. If the  
49 employee is unable to return to work following the exhaustion of this allowed time, the employee will  
50 be referred to the Human Resources Department to discuss potential accommodations under the  
51 Americans with Disabilities Act.](#)

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## 52 BEREAVEMENT LEAVE

53  
54 Employees shall be granted bereavement leave up to three (3) days per occurrence in the event of death  
55 of an immediate family member. Immediate family member shall include the employee's spouse,  
56 parents/legal guardians, grandparents, children, grandchildren, siblings, mother-in-law, father-in-law,  
57 daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepsiblings,  
58 stepchildren, step grandchildren, and foster children. Employees shall be granted bereavement leave up  
59 to one (1) day per event in the event of death of a cousin, aunt, uncle, niece, or nephew. If requested,  
60 employees shall be granted an additional one (1) day of bereavement leave if the service is more than  
61 [fifty \(50\) miles](#) from the employee's home and the employee provides documentation of such.

62 If additional days are needed for bereavement of an immediate family member, employees can use up  
63 to four (4) additional sick days without the requirement of ~~a doctor's note~~ [documentation from a  
64 medical provider](#). If more than four (4) additional days are needed, the employee will need to contact  
65 Human Resources to provide documentation and complete paperwork for FMLA leave, [pursuant to  
66 \(see Board Policy 5.305.\)](#)

67 The Director of Schools, or the Director's designee, will require documentation to verify the  
68 bereavement event or familial relationship involved in any bereavement leave claim.

69 Employees will be responsible for completing bereavement documentation within five (5) working  
70 days of returning to work.

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Legal References

1. TRR/MS 0520-01-02-.04(2)
2. TCA 49-5-710

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Cross References

- Family and Medical Leave 5.305  
Physical Assault Leave 5.307

# Murfreesboro City School Board

Monitoring:	Descriptor Term: <b>Covid Sick Leave</b>	Descriptor Code: <b>5.3021</b>	Issued Date: <b>09/28/21</b> <b>Revised</b> <b>10/12/21</b>
		Rescinds:	Issued:

## RECOMMEND RETIREMENT

- 1 ~~For the 2021-2022 school year, all part-time and full-time employees will be granted up to eight (8)~~
- 2 ~~days of paid leave for one occurrence to be utilized if they are required to remain out of work due to a~~
- 3 ~~confirmed diagnosis of COVID-19 with a positive PCR/Rapid test result administered by a MCS nurse~~
- 4 ~~or a healthcare provider or a healthcare provider note with diagnosis.~~
- 5 ~~The conditions stated above are the only conditions that qualify for COVID-19 sick leave.~~
- 6 ~~This policy is effective as of August 2, 2021 and expires on May 27, 2022.~~

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Vacations and Holidays</b>	Descriptor Code: <b>5.310</b>	Issued Date: <b>Revised 03/14/23</b>
		Rescinds: <b>5.310</b>	Issued: <b>06/14/22</b>

## 1 HOLIDAYS

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

- 3 New Year's Eve
- 4 New Year's Day
- 5 Martin Luther King, Jr.'s Birthday
- 6 President's Day
- 7 Good Friday
- 8 Memorial Day (11 and 12-month employees only)
- 9 Independence Day (12-month employees only)
- 10 Labor Day
- 11 Thanksgiving
- 12 Day following Thanksgiving
- 13 Christmas Eve
- 14 Christmas Day

## 15 VACATIONS<sup>1</sup>

16 1. Central Office ~~licensed/classified~~ classified employees ~~personnel~~ and other  
17 ~~licensed/classified~~ certified personnel employed by the school district on a twelve-month,  
18 full-time basis with Murfreesboro City Schools shall earn and accrue vacation as follows:

### 19 Classified Employees

- 20 1 thru 5 years 1 day per month
- 21 6 thru 10 years 1 1/4 days per month
- 22 Over 10 years 1 1/2 days per month

23 ~~Classified staff do not earn vacation leave during the first ninety (90) days of employment~~  
24 ~~unless waived by the Director of Schools.~~

### 25 ~~Licensed Personnel~~ Certified Employees

- 26 1 thru 5 years 1 day per month
- 27 6 thru 10 years 1 1/4 days per month
- 28 Over 10 years 1 2/3 days per month

29  
30 2. Beginning on May 28, 2024, vacation accrual based on years of service as outlined above  
31 only includes service with Murfreesboro City Schools.

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32 ~~3.~~ Employees cannot transfer accrued vacation time to Murfreesboro City Schools from a  
 33 former employer.

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34 ~~3-4.~~ Temporary and part-time employees are not entitled to vacation.

35 ~~4-5.~~ Employees shall utilize their vacation time so as to minimize disruption to school system  
 36 operations. The Director of Schools, department heads, and supervisors must consider school  
 37 system business needs prior to approving an employee's vacation request. The use of vacation  
 38 time during the week before the school year begins through the first week of school and  
 39 during the week before the school year ends through the first week that school is out is highly  
 40 discouraged. Vacation time requests during these periods must receive the prior approval of  
 41 the Director of Schools. During all other parts of the year, vacation requests must receive the  
 42 prior approval of the employee's supervisor or department head. Except in emergency  
 43 situations, vacation leave must be requested at least five (5) days in advance.

44 ~~5-6.~~ No more than ten (10) vacation days may be taken in succession without approval of the  
 45 Director of Schools; provided, however, this rule shall be waived for medical reasons and  
 46 family medical leave when an employee has no sick leave available.

47 ~~6-7.~~ Vacation days must be earned before they can be used.

48 ~~7-8.~~ Vacation may be taken in ½ day increments.

49 ~~8-9.~~ The Human Resources Department shall maintain all vacation leave records, and be  
 50 responsible for verifying an employee's eligibility to utilize vacation time.

51 ~~9-10.~~ No more than thirty (30) vacation days may be carried over after June 30th of each year.  
 52 Annual leave accrued in excess of the applicable maximum shall be transferred to sick leave  
 53 on June 30th of each year. Upon termination of employment, any accrued vacation in excess  
 54 of the appropriate carry forward amount shall be credited to the sick leave balance of the  
 55 terminating employee. Payment for accrued vacation shall be paid at the employee's current  
 56 rate of pay.

57 ~~10-11.~~ The increased accrual rates are based on the length of service and become effective on the  
 58 anniversary of the employee's date of hire, provided they have been in continuous service.

59 ~~11.~~ Retirees may request lump sum payments of vacation. However, the amount of payment  
 60 cannot be reported or used as part of the average final compensation. Should a retiree elect  
 61 not to receive the lump sum payment for vacation, the retiree will be extended on the  
 62 payroll until all vacation has been used. In such a case, the school system will make  
 63 retirement contributions on behalf of the employee and creditable service for retirement will  
 64 be granted.

65  
 66 ~~12.~~ Employees may use one sick day for a religious holiday not included on the Murfreesboro City  
 67 Schools calendar, with 5 days' advance notice to their supervisor.

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1. TCA 49-6-3004(b)

Orientation and Probation 5.107  
Short Term Leaves of Absence 5.300

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Discrimination/Harassment of Employees (Sexual, Racial, Ethnic, Religious)</b>	Descriptor Code: <b>5.500</b>	Issued Date: <b>Revised 03/22/22</b>
		Rescinds: <b>PER 35</b>	Issued: <b>04/01/12</b>

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

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

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

15 Alleged victims of discrimination/harassment shall report these incidents immediately.<sup>1</sup> This report  
16 should be made to the immediate supervisor, except when the immediate supervisor is the alleged  
17 offending party. If the immediate supervisor is the alleged offending party, the report may be made to  
18 the ~~Director of Federal Rights Coordinator or the Assistant Superintendent for Human~~  
19 ~~Resources~~Human Resources. Allegations of discrimination/harassment shall be fully investigated (as  
20 set forth in *Complaints and Grievances* 5.501). An oral complaint may be submitted; however, such  
21 complaint must be reduced to writing to ensure a more complete investigation. The complaint should  
22 include the following information:

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

28 The privacy and anonymity of all parties and witnesses to complaints will be respected. However,  
29 because an individual's need for confidentiality must be balanced with obligations to cooperate with  
30 police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough  
31 investigation or to take necessary action to resolve a complaint, the identity of parties and witnesses  
32 maybe disclosed in appropriate circumstances to individuals with a need to know.

- 1 A substantiated charge against an employee shall result in disciplinary action, up to and including  
2 termination. A substantiated charge against a student may result in corrective or disciplinary action, up  
3 to and including expulsion.
- 4 There will be no retaliation against any person who reports discrimination/harassment or who  
5 participates in an investigation. However, any employee who refuses to cooperate or gives false  
6 information during the course of any investigation may be subject to disciplinary action. The willful  
7 filing of a false report will itself be considered harassment and will be treated as such.
- 8 An employee disciplined for violation of this policy may appeal the decision by contacting ~~the Federal~~  
9 ~~Rights Coordinator or~~ the Director of Schools.

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Legal References

1. 20 CFR § 1604.11; 42 USCA § 2000e

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Cross References

Complaints and Grievances 5.501

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Complaints and Grievances</b>	Descriptor Code: <b>5.501</b>	Issued Date: <b>03/12/19 09/26/17; 04/28/20</b>
		Rescinds: <b>PER 28 PER 4</b>	Issued: <b>02/01/12</b>

## 1 EMPLOYMENT-RELATED COMPLAINTS/GRIEVANCES

2 The Board believes that conflicts arising in the course of employment should be resolved as quickly as  
3 possible and at the lowest supervisory level.

4 In instances of questions by an individual staff member concerning the interpretation of policies and  
5 procedures to that staff member, administrative practices within the staff member's particular school,  
6 and relationships with other employees, the staff member concerned must consult the administrative or  
7 supervisory personnel to whom they are responsible. If a satisfactory resolution of the problem cannot  
8 be reached after ample opportunity for consideration of the matter, the staff member concerned may  
9 discuss the matter with the next level of supervision, up to and including, the Director of Schools.

10 In instances where an individual staff member feels, for personal reasons, that they cannot discuss a  
11 problem with their immediate supervisor, the staff member may ~~take address~~ the problem directly to  
12 the ~~Director of Schools~~ Human Resources Director. After review of the case, the ~~Director of~~  
13 ~~Schools~~ Human Resources Director shall ~~take action~~ make recommendations as they deem appropriate  
14 and within a prompt, reasonable time shall notify all parties concerned of their recommendations.  
15 Recommendations will be shared with the Director of Schools. If disciplinary action is warranted, the  
16 matter will be referred to the Director of Schools for further review and/or action. ~~decision.~~

## 17 APPOINTING COMPLAINT MANAGERS

18 The Director of Schools shall appoint at least two complaint managers, one of each gender. Annually,  
19 employees shall be notified of the names of the complaint managers during training and in the  
20 employee handbook.

## 21 HARASSMENT/DISCRIMINATION GRIEVANCES

22 Employees should notify ~~the Human Resources Director~~ any district complaint manager, in a timely  
23 manner, if they believe the Board, its employees or agents have violated their rights guaranteed by the  
24 state or federal constitution, state or federal statute or board policy including, but not limited to:<sup>1,3,4</sup>

25 <sup>+</sup> ~~—~~ Age Discrimination Employment Act;<sup>1</sup>

26 1.

27 ~~1-2~~ 2 Title II of the Americans with Disabilities Act;<sup>2</sup>

28 ~~2-1~~ 1 Title ~~IX-VI~~ of the ~~Education Amendments of 1972~~ Civil Rights Act of 1964;<sup>5,7</sup>

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~~3.2.~~ Section 504 of the Rehabilitation Act of 1973;<sup>65</sup> or  
~~4.3.~~ Claims under Title VII of the Civil Rights Act of 1964 and Title IX of the Education  
 Amendments of 1972 of sexual harassment under Title VII of the Civil Rights Act of 1964.<sup>6,7</sup>

The ~~complaint manager~~ Human Resources Director will endeavor to respond and resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.

1. Filing a Complaint — An employee who wishes to avail themselves to this grievance procedure may do so by filing a complaint with ~~any district complaint manager~~ the Human Resources Director, who will assign a complaint manager to investigate the complaint. The employee may request a complaint manager of the same sex. The ~~complaint manager~~ Human Resources Director may assist the employee in filing a grievance.

2. Investigation — The complaint manager will investigate the complaint ~~or appoint a qualified person to undertake the investigation on their behalf~~. The complaint and identity of the complainant will not be disclosed except (1) as required by law or this policy; or (2) as necessary to fully investigate the complaint; or (3) as authorized by the complainant. The complaint manager shall file a written report within five (5) days of the filing of the grievance, of his or her findings with the ~~Director of Schools~~ Human Resources Director. If a complaint of sexual harassment contains allegations involving the Director of Schools, the written report shall be filed with the Board Chair.

~~3.~~ Decision and Appeal — After receipt of the complaint manager's report, the ~~Director of Schools~~ Human Resources Director shall render a written decision within five (5) days of the receipt of the report; and that report shall be provided to the employee. If the employee is not satisfied with the decision, the employee may appeal the decision to the ~~Director of Schools~~ Board by making a written request to the complaint manager. The complaint manager shall be responsible for promptly forwarding all materials relative to the complaint and appeal to the ~~Director of Schools~~ Board. Thereafter, the ~~Board~~ Director shall, within thirty (30) days from the date the appeal was received, review the report and affirm, overrule or modify the decision and render a written finding that shall be provided to the complainant. This grievance procedure shall not be construed to create an independent right to a ~~Board~~ hearing before the ~~Director of Schools~~.

~~3.~~

#### Legal References

1. Age Discrimination Employment Act, 29 USCA § 621 *et seq.*
2. Americans with Disabilities Act, 42 USCA § 12101 *et seq.*
3. Equal Pay Act, 29 USCA § 206(d)
4. Immigration Reform and Control Act, 8 USCA § 1324a *et seq.*

#### Cross References

Section 504 & ADA Grievance Procedures 1.802  
 Equal Opportunity Employment 5.104  
 Discrimination/Harassment of Employees 5.500

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5. ~~Rehabilitation Act, 29 USCA § 791 *et seq.*, Title VI of the Civil Rights Act, 42 USCA § 2000 *et seq.*~~
6. ~~Section 504 of the Rehabilitation Act, 29 USCA 701. *et seq.*~~
6. ~~Title VII of Civil Rights Act, 42 USCA § 2000e *et seq.*~~
7. ~~Title IX of the Education Amendments, 20 USCA § 1681 *et seq.*~~

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# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Staff Time Schedules</b>	Descriptor Code: <b>5.602</b>	Issued Date: <b>03/14/23</b>
		Rescinds: <b>5.602</b>	Issued: <b>03/22/22</b>

## 1 WORK SCHEDULES

2 The workday for full-time licensed and professional staff will be a minimum of seven hours and thirty  
3 minutes (450 minutes) and will continue until professional responsibilities to the student and the school  
4 are completed. Administrative meetings, curriculum development, student supervision, assigned duties,  
5 parent conferences, group or individual planning and extra-curricular activities may require hours  
6 beyond the stated minimum. When a school has activities beyond the school day and teacher  
7 participation is needed, these hours will be distributed as equitably as possible among the faculty.

8 Teachers shall be allotted an individual duty-free planning period of two and one-half (2 1/2) hours  
9 each traditional, five-day week to provide time for planning, preparation for effective teaching and  
10 attention to major program improvement.<sup>1</sup> Work schedules for other employees will be defined by the  
11 Director of Schools or their designee, consistent with the Fair Labor Standards Act and provisions of  
12 this policy.

## 13 WORKWEEK DEFINED

14 Working hours for all employees not exempted under the Fair Labor Standards Act,<sup>2</sup> including  
15 secretaries, bus drivers, cafeteria, custodial and maintenance personnel, will conform to federal and  
16 state regulations. The Director of Schools will ensure that job positions are classified as exempt or  
17 non-exempt and that employees are made aware of such classifications. Supervisors will make every  
18 effort to avoid circumstances which will require non-exempt employees to work more than forty (40)  
19 hours each week. For purposes of compliance with the Fair Labor Standards Act, the workweek for  
20 school district employees will be 12:00 a.m. Sunday until 11:59 p.m. Saturday.

## 21 OVERTIME AND COMPENSATORY TIME<sup>4</sup>

22 The Board discourages overtime work by non-exempt employees. A non-exempt employee shall not  
23 work overtime without the express approval of their supervisor. All overtime work shall be expressly  
24 approved in writing by the Director of Schools or their designee. All supervisory personnel shall  
25 monitor overtime on a weekly basis and report such time to the Director of Schools/designee.  
26 Principals and supervisors shall monitor employees' work, ensure that overtime provisions of this  
27 policy and the Fair Labor Standards Act are followed, and ensure that all employees are compensated  
28 for any overtime worked. Principals or supervisors may need to adjust daily schedules to prevent non-  
29 exempt employees from working more than forty (40) hours in a workweek. Accurate and complete  
30 time records of actual hours worked during the workweek will be recorded by each employee and  
31 submitted to the ~~Assistant Superintendent for Human Resources and ESP~~ Human Resources Director.

32 The Director of Finance will review work records of employees on a regular basis to make an  
33 assessment of overtime use.

34 In lieu of overtime compensation, non-exempt employees may receive compensatory time off at a rate  
35 of not less than one and one-half (1.5) hours for one hour of overtime worked, if such compensatory  
36 time is: (1) pursuant to an agreement between the employer and employee reached before overtime  
37 work is performed, and (2) authorized by the immediate supervisor.

38 Employees will be allowed to use compensatory time within a reasonable period after requesting such  
39 use if the requested use of the compensatory time does not unduly disrupt the operation of the school  
40 district. Employees may accrue a maximum of sixty (60) compensatory time hours before they will be  
41 provided overtime pay at the rate earned by the employee at the time the employee receives such  
42 payment. In addition, upon leaving the school district, an employee must be paid for any unused  
43 compensatory time at the rate of not less than the higher of (1) the average regular rate received by the  
44 employee during his/her last three (3) years of employment, or (2) the final regular rate received by the  
45 employee.

46 -Non-exempt employees whose workweek is less than forty (40) hours will be paid at the regular rate  
47 of pay for time worked up to forty (40) hours. Such employees shall be provided overtime pay or  
48 compensatory time as provided for working more than forty (40) hours in a workweek.

49 This policy shall be included in the staff-employee handbook, however, employees will be provided  
50 with a copy of this policy and will be required to sign this policy to acknowledge their understanding  
51 of overtime and compensatory time provisions. Such signed policy shall be placed in the employee's  
52 personnel file and shall constitute the written agreement outlined in this section.

### 53 ATTENDANCE EXPECTATIONS

54 All employees are expected to be present during all work hours. Absence without prior approval,  
55 chronic absences, habitual tardiness or abuses of designated working hours are all considered neglect  
56 of duty and will result in disciplinary action up to and including dismissal.

57 If an employee fails to report to work for three consecutive days without notifying their supervisor or  
58 the Human Resources Department, the employee will be considered to have abandoned their position  
59 and voluntarily resigned. Three consecutive absences without reporting will be considered voluntarily  
60 quitting. Employees subject to separation under this part may be considered for reinstatement if the  
61 employee can provide a valid explanation and documentation for their absences directly related to  
62 exigent circumstances. Reinstatement decisions will be made on a case-by-case basis.

#### Legal References

1. TCA 49-1-302(e)(2)
2. 29 CFR § 541
3. 29 CFR § 553.20-28

#### Cross References

School Day 1.801  
Curriculum Development 4.200  
Reporting Student Progress 4.601  
In-Service & Staff Development Activities 5.113  
Supervision of Students 6.408

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# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term:  <b>Attendance</b>	Descriptor Code: <b>6.200</b>	Issued Date: <b>04/25/23</b>
		Rescinds: <b>6.200</b>	Issued: <b>04/26/22</b>

1 Attendance is a key factor in student achievement, and therefore, students are expected to be present  
2 each day school is in session. The Director of Schools/designee ~~shall develop appropriate administrative~~  
3 ~~procedures to implement this policy; shall ensure that this policy and procedures are posted in each school~~  
4 ~~building and provided to all students, parent(s)/guardian(s), teachers, and staff on an annual basis.~~

5 The ~~attendance supervisor~~ Assistant Superintendent of Student Support Services shall act as the district's  
6 Attendance Supervisor and shall oversee the entire attendance program which shall include:<sup>1</sup>

- 7 1. All accounting and reporting procedures and their dissemination;
- 8 2. Alternative program options for students who severely fail to meet minimum attendance  
9 requirements;
- 10 3. Ensuring that all school age children attend school.

11 Student attendance records shall be given the same level of confidentiality as other student records. Only  
12 authorized school officials with legitimate educational purposes may have access to student information  
13 without the consent of the student or parent(s)/guardian(s).<sup>2</sup>

14 Students shall be present at least fifty percent (50%) of the scheduled instructional day in order to be  
15 counted present. In determining fifty percent (50%) of the scheduled instructional day, neither the arrival  
16 nor departure time of school buses, drop off, extended school program, and/or breakfast program shall  
17 be considered part of the instructional day. Students receiving special education services may attend  
18 partial days, alternating days, or for a specific amount of time as indicated in their Individualized  
19 Education Program (IEP) or Section 504 plan and will be counted as present.

20 Absences shall be classified as either excused or unexcused as determined by the principal/designee.  
21 Excused absences shall be limited to those allowed by State Board of Education and State law, which  
22 include:<sup>3</sup>

- 23 1. Personal illness/injury;
- 24 2. Illness of immediate family member;
- 25 3. Death in the family;
- 26 4. Extreme weather conditions;

- 1 5. Religious observances;<sup>4</sup>
- 2 6. School-School-endorsed or school-sponsored activities;
- 3 7. Summons, subpoena, or court order; or
- 4 8. Circumstances which in the judgment of the principal create emergencies over which the
- 5 family and/or student has no control.

### 6 Documentation for Excused Absences

7 A parent/guardian may provide written documentation excusing an absence for a total of ten (10)  
8 school days for each school year. Written documentation from a parent may only excuse absences on a  
9 per-day basis, up to a total of ten (10) days. After ten (10) absences have been excused based on  
10 parent/guardian documentation, formal documentation for absences will be required depending on the  
11 absence type.

12  
13 Written documentation from the parent/guardian must include the reason for the absence, date(s) of  
14 absence(s), parent signature, and phone number. Written documentation supporting reasons for  
15 excused absences must be submitted to the school principal or designee within five (5) school days of  
16 the student returning to school. Even though a parent may verbally contact the school, written  
17 documentation must also be provided. After five (5) days has elapsed, the absences will become  
18 permanently unexcused.

19 Specific documentation will be required for the following excused absences:

- 20 1. Personal illness: documentation from a medical provider if student's parent or guardian has  
21 exceeded the number of excusal notes as outlined above.
- 22 2. Death of a family member: a copy of the obituary, service program, or other documentation.
- 23 3. Religious observances and holidays: a statement from the spiritual leader recognized by the  
24 given religious group stating that the day is set aside as sacred by a recognized religious  
25 denomination of which the student is a member, where such religion calls for special  
26 observances of the day.
- 27 4. Summons, subpoena, or court orders: Documented verification from the summons, subpoena,  
28 or court order obtained from the Court Clerk's Office.

29 The school district reserves the right to verify the authenticity of attendance documentation, if deemed  
30 necessary. Fraudulent documentation will result in the absences being counted as unexcused.

### 31 Non-School-Sponsored Extracurricular Activities

32 A school principal may excuse a student from school attendance to participate in a non-school-  
33 sponsored extracurricular activity if the following conditions are met:

- 34 1. The student provides documentation to the school as proof of the student's participation in the  
35 non-school-sponsored extracurricular activity;
- 36 2. The student's parent/guardian, prior to the extracurricular activity, submits to the principal or  
37 principal's designee, a written request for the excused absence. The written request shall be  
38 submitted to the principal no later than seven (7) business days prior to the student's absence;

3. The principal or designee approves, in writing, the student's participation in the non-school-sponsored extracurricular activity.

The principal may limit the number and duration of non-school-sponsored extracurricular activities for which excused absences may be granted to a student during the school year. The principal shall excuse no more than ten (10) absences each school year for students participating in non-school-sponsored extracurricular activities.

The principal shall be responsible for ensuring that:<sup>5</sup>

1. Attendance is checked and reported daily for each class;
2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent for the majority of the day;
3. All student absences are verified;

~~4. Written excuses are submitted for absences and tardiness; and~~  
4.

~~5. System-wide procedures for accounting and reporting are followed; and,~~

~~5-6. A meeting is held and documented with the parent/guardian for students that have more than five (5) unexcused absences. 7~~

## TRUANCY

### *General*

Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled school day in order to be counted present. Students may attend part-time days, alternating days, or for a specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be considered present for school attendance purposes.<sup>6</sup>

A student who is absent five (5) days without adequate excuse shall be reported to the Director of Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's absence. If a parent does not provide documentation within an additional five (5) days excusing those absences, or request an attendance hearing, then the Director of Schools shall implement the progressive truancy intervention plan described below prior to referral to juvenile court.

### *Progressive Truancy Intervention Plan*<sup>7</sup>

Prior to referral to juvenile court, the following progressive truancy intervention plan will be implemented.

### **Tier I**

1 Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide  
2 prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are  
3 not limited to, the following:

- 4 1. Physically healthy learning environment;
- 5 2. Welcoming, socially-emotionally safe, trauma-informed school climate;
- 6 3. Access to Learning Supports;
- 7 4. A culture of continuous improvement;
- 8 5. Enrichment activities and clubs;
- 9 6. Celebration of attendance; and
- 10 7. A team that monitors attendance data.

11 It shall also consist of system-wide parent communications reinforcing the importance of attendance  
12 and notification of available supports to assist parents with issues that may create a barrier to  
13 attendance.

14 Upon the accumulation of five (5) unexcused absences, the principal/designee shall send a letter to the  
15 parent(s) or guardian(s), or other person(s) having control of the student notifying him or her of the  
16 student's absences and that the child's attendance at school is required by law.

17 The letter must further advise parent(s), guardian(s), or other person(s) having control of the student that  
18 the school must receive any documentation to excuse the absences within five (5) school days. If  
19 sufficient documentation is not provided to excuse any of the absences, the principal/designee shall  
20 implement the second tier of the progressive truancy intervention.

## 21 **Tier II**

22 Tier II of the progressive truancy plan shall be implemented after the student accumulates five (5)  
23 unexcused absences, but before referral to juvenile court, and includes the following:

- 24 1. A conference with the student's parent(s)/guardian(s)and, if appropriate, the student. ;
- 25 2. An attendance contract, based on the conference, signed by the student (if appropriate), the  
26 parent(s)/guardian(s), and an attendance supervisor or designee. The contract shall include:
  - 27 a. A specific description of the school's attendance expectations for the student;
  - 28 b. The period for which the contract is effective; and
  - 29 c. Penalties for additional absences and alleged school offenses, including additional  
30 disciplinary action and potential referral to juvenile court; and
- 31 3. Regularly scheduled follow-up meetings to discuss the student's progress.
- 32 4. A school employee shall conduct an individualized assessment detailing the reasons a student  
33 has been absent from school. The employee may refer the student to counseling, community-  
34 based services, or other services to address the student's attendance problems.

35 If a student accumulates additional unexcused absences in violation of the attendance contract in Tier  
36 II, or if the parent fails to execute the contract, the student will be subject to Tier III.

## 37 **Tier III**

38 This tier shall be implemented if the truancy interventions under Tier II are unsuccessful.

1 Tier III shall consist of referral to the Murfreesboro City Schools Truancy Diversion Board for an  
2 assessment of attendance and referral to school-based community services and other resources to address  
3 student's attendance. The interventions shall address student needs in an age-appropriate manner.  
4 Finalized plans shall be approved by the Director of Schools/designee.

5 If the student continues to have unsatisfactory attendance and has accumulated **ten (10)** or more  
6 unexcused absences, educational neglect and/or truancy charges may be filed with the juvenile court.  
7 Out-of-school suspensions are considered unexcused absences, but will not count against the total  
8 number of unexcused absences for the purposes of establishing truancy.  
9 -

#### 10 **MILITARY SERVICE OF PARENT/GUARDIAN<sup>8</sup>**

11 School principals shall provide students with a one-day excused absence prior to the deployment of and  
12 a one-day excused absence upon the return of a parent or custodian serving active military service.

13 Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a  
14 parent/guardian during a deployment cycle. The student shall provide documentation to the school as  
15 proof of his/her parent's/guardian's deployment. Students shall be permitted to make up schoolwork  
16 missed during these absences.

#### 17 **ATTENDANCE HEARING<sup>9</sup>**

18 Students with excessive (more than five (5)) unexcused absences or those in danger of credit/promotion  
19 denial shall have the opportunity to appeal to an attendance hearing committee appointed by the  
20 principal. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided  
21 written or actual notice of the appeal hearing and shall be given the opportunity to address the committee.  
22 The committee will conduct a hearing to determine if any extenuating circumstances exist to excuse an  
23 absence(s) or to determine if the student has met attendance requirements that will allow him/her to pass  
24 the course or be promoted. Upon notification of the attendance committee decision, the principal shall  
25 send written notification to the Director of Schools/designee and the parent(s)/guardian(s) of the student  
26 of any action taken regarding the excessive unexcused absences. The notification shall advise  
27 parent(s)/guardian(s) of their right to appeal such action within two (2) school days to the Director  
28 of Schools/designee.

29 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

30 Within five (5) school days of the Director of Schools/designee rendering a decision, the student's  
31 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the  
32 record. Following the review, the Board may affirm or overturn the decision of the Director of  
33 Schools/designee. The action of the Board shall be final.

34 The Director of Schools/designee shall ensure that this policy is posted in each school building and  
35 disseminated to all students, parents, teachers, and administrative staff.

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**Legal References**

1. TCA 49-6-3006
2. 20 USCA § 1232g
3. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
4. TCA 49-6-2904(b)(5)
5. TCA 49-6-3007
6. TCA 49-6-3021
7. TCA 49-6-3007; TCA 49-6-3009
8. TCA 49-6-3019
9. TRR/MS 0520-01-02-.17(7)

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**Cross References**

School Calendar 1.800  
Extracurricular Activities 4.300  
Interscholastic Athletics 4.301  
Field Trips/Excursions/Competitions 4.302  
Reporting Student Progress 4.601  
Promotion and Retention 4.603  
Recognition of Religious Beliefs, Customs, & Holidays 4.803  
Voluntary Pre-K Attendance 6.2011  
Homeless Students 6.503  
Students in Foster Care 6.505  
Students from Military Families 6.506  
Student Records 6.600

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <h2 style="margin: 0;">Code of Behavior and Discipline</h2>	Descriptor Code: <b>6.313</b>	Issued Date: <b>10/25/22</b>
		Rescinds: <b>6.313</b>	Issued: <b>01/25/22</b>

1 The Board delegates to the Director of Schools the responsibility of developing specific codes of  
 2 behavior and discipline which are appropriate for each level of school. The development of each code  
 3 shall involve principals and faculty members of each level and shall be consistent with the relevant  
 4 policies as adopted by the Board.<sup>1</sup>

5 The following levels of misbehavior and disciplinary procedures and options are standards designed to  
 6 maintain a safe learning environment where orderly learning is possible and encouraged.<sup>2</sup> These  
 7 misbehaviors apply to student conduct on school buses, on school property, and while students are on  
 8 school sponsored outings.

9 **Misbehavior: Level One**

10

Minor misbehavior on the part of the student which impedes orderly classroom procedures or interferes with the orderly operation of the school, but which can usually be handled, by an individual staff member, with Tier One supports and interventions (Board Policy 6.3132).

Examples (not an exclusive listing):	Disciplinary Procedures:	Disciplinary Options:
<ul style="list-style-type: none"> <li>• <del>Disrespectful behavior toward teacher, staff member, employee, bus driver Demonstrated lack of respect for school staff or any authorized individual</del></li> <li>• <del>Disrespectful behavior toward other students Demonstrated lack of respect for fellow students</del></li> <li>• Classroom disturbances</li> <li>• Classroom tardiness</li> <li>• Wearing, while on the grounds of a public school during the regular school day, clothing that exposes underwear or body parts in an indecent manner that disrupts the learning environment.<sup>3</sup></li> <li>• <u>Academic dishonesty</u></li> </ul>	<ul style="list-style-type: none"> <li>• Immediate intervention by a staff member</li> <li>• Determine what offense was committed and the severity</li> <li>• Determine offender and that offender understands the nature of the offense</li> <li>• Employ disciplinary options</li> <li>• Maintain a written record of the</li> </ul>	<ul style="list-style-type: none"> <li>• Re-teach and reinforce school- wide and classroom expectations and procedures</li> <li>• Review classroom behavior system and adjust as needed</li> <li>• Parent/student conference</li> <li>• Social skills instruction</li> <li>• Written reflection activity</li> <li>• Counseling</li> <li>• Verbal reprimand</li> <li>• In-school suspension</li> </ul>

<ul style="list-style-type: none"> <li>• <u>False accusations</u></li> <li>• <u>Forgery or falsification of identity</u></li> <li>• <u>Profane, vulgar, or obscene language or drawings</u></li> <li>• <u>Public displays of affection</u></li> <li>• <del>Cheating and lying</del></li> <li>• <del>Abusive language</del></li> <li>• Non-defiant failure to do assignments or carry out directions</li> <li>• <u>Victimization of any student (Bullying, Cyber-bullying, Harassment, or Hazing)</u></li> <li>• <u>Peer conflict, horseplay, or other minor violations</u></li> <li>• <u>Unauthorized use of a personal device</u></li> <li>• Any of the above listed behaviors committed on a school bus <u>or at a school bus stop</u>.</li> </ul>		
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11 **Misbehavior: Level ~~two~~ Two**  
12

<p>Misbehavior whose frequency or seriousness tends to disrupt the learning environment of the school and/or behaviors that have not responded to consistent implementation of Tier One interventions. These misbehaviors do not represent a direct threat to the health and safety of others but have educational consequences serious enough to require action on the part of administrative personnel.</p>		
<p>Examples (not an exclusive listing):</p> <ul style="list-style-type: none"> <li>• Continuation of unmodified Level 1 behaviors</li> <li>• School or classroom truancy</li> <li>• School or classroom tardiness</li> <li>• Use of tobacco</li> <li>• Use of forged notes or excuses</li> <li>• Disruptive classroom behavior</li> <li>• Harassment in violation of Board Policy</li> <li>• Defiant failure to do assignments <del>of carry out directions</del> <u>or follow directions</u></li> <li>• Bullying</li> <li>• Unauthorized use of personal electronic devices</li> <li>• Victimization of any student (Bullying, Cyber-bullying, Harassment, or Hazing)</li> </ul>	<p>Disciplinary Procedures:</p> <ul style="list-style-type: none"> <li>• Student is referred to principal for appropriate disciplinary action</li> <li>• Principal meets with student and teacher</li> <li>• Principal hears accusation made by accusing party and permits student the opportunity of explaining the student’s conduct, denying it, or explaining any mitigating circumstances</li> <li>• Principal takes appropriate disciplinary action and notifies teacher of action</li> </ul>	<p>Disciplinary Options:</p> <ul style="list-style-type: none"> <li>• Confirm that Tier I Interventions are implemented and monitored consistently</li> <li>• Tier Two Interventions (Board Policy 6.3132)</li> <li>• Parent/student conference</li> <li>• Written reflection activity</li> <li>• Teacher/schedule change</li> <li>• Peer mediation (not to be used with bullying)</li> <li>• Conflict resolution (not to be used with bullying)</li> <li>• Social skills instruction</li> <li>• Small group counseling</li> <li>• In-school suspension</li> <li>• Referral to appropriate community resources</li> </ul>



<ul style="list-style-type: none"> <li>• Creation, transmission, or carrying of material that may be considered obscene on school grounds, as defined by T.C.A. §39-17-1901</li> <li>• Any of the above listed behaviors committed on a school bus <u>or at a school bus stop</u></li> </ul>	<ul style="list-style-type: none"> <li>• Depending on severity, notify parents</li> <li>• Principal shall maintain a written record of the offense and disciplinary action</li> <li>• Referral to behavior support team</li> </ul>	<ul style="list-style-type: none"> <li>• Out-of-school suspension (not to exceed ten (10) days)</li> <li>• Removal</li> </ul>
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13 **Misbehavior: Level Three**

14

<p>Acts directly against persons or property, but the consequences do not seriously endanger the health or safety of others in the school.</p>		
<p>Examples (not an exclusive listing):</p> <ul style="list-style-type: none"> <li>• Continuation of unmodified Level 1 or Level 2 behaviors</li> <li>• Fighting (simple)</li> <li>• Hazing, Bullying, Cyber-bullying</li> <li>• Vandalism (minor)</li> <li>• Stealing</li> <li>• Threats to others <u>deemed not credible</u></li> <li>• Harassment in violation of Board Policy</li> <li>• Look-alike drugs</li> <li>• Look-alike weapons</li> <li>• Any of the above listed behaviors committed on a school bus <u>or at a school bus stop</u></li> </ul>	<p>Disciplinary Procedures:</p> <ul style="list-style-type: none"> <li>• Student is referred to principal for appropriate action</li> <li>• Principal meets with student and teacher</li> <li>• Principal hears accusation made by accusing party and permits student the opportunity of explaining the student’s conduct, denying it, or explaining any mitigating circumstances</li> <li>• Principal takes appropriate disciplinary action and notifies teacher of action</li> <li>• Principal may refer incident to Director of Schools and make recommendations for consequences.</li> <li>• Notify parents</li> <li>• If student’s school assignment is to be changed, adequate notice shall be given to the student and the student’s parents of the charges against the student,</li> </ul>	<p>Disciplinary Options:</p> <ul style="list-style-type: none"> <li>• Confirm that Tier I and Tier II Interventions have been implemented and monitored consistently</li> <li>• Tier III Interventions</li> <li>• Parent/student conference</li> <li>• Written reflection activity</li> <li>• Teacher/schedule change</li> <li>• Peer mediation (not to be used with bullying)</li> <li>• Conflict resolution (not to be used with bullying)</li> <li>• Small group counseling</li> <li>• Social skills instruction</li> <li>• Restitution for loss, damage, or stolen property</li> <li>• In-school suspension</li> <li>• Out-of-school suspension not to exceed ten (10) days</li> <li>• Individual counseling</li> <li>• Referral to appropriate community resources</li> </ul>

	<p>the student’s right to appear at a hearing, and to be represented by person of the student’s choosing</p> <ul style="list-style-type: none"> <li>• A student may appeal a change in school assignment to the Board</li> <li>• Director/Principal shall maintain a written record of the offense and disciplinary action</li> <li>• Referral to behavior support team (Tier Two/Tier Three</li> </ul>	
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15 **Misbehavior: Level Four**

16

<p>Acts which result in violence to another’s person or property or which pose a threat to the safety of others in the school. These acts are so serious that they usually require administrative actions which result in the immediate removal of the student from the school, the intervention of law enforcement authorities, and/or action by the Board of Education.</p>		
<p>Examples (not an exclusive listing):</p> <ul style="list-style-type: none"> <li>• Continuation of unmodified Level 1, Level 2, or Level 3 behaviors</li> <li>• Death threat (hit list)* (<a href="#">See Board Policy – Zero Tolerance</a>)</li> <li>• Extortion</li> <li>• Bomb threat* (<a href="#">See Board Policy – Zero Tolerance</a>)</li> <li>• Possession/transfer of firearm* (See Board Policy – Zero Tolerance)</li> <li>• Possession/use/transfer of dangerous weapons</li> <li>• Assault</li> <li>• Battery of a student</li> <li>• Battery of a teacher, principal, <del>administrator</del>, or any other school staff members*</li> <li>• Hazing</li> <li>• Vandalism</li> <li>• Theft/possession/sale of stolen property</li> <li>• Arson</li> </ul>	<p>Disciplinary Procedures:</p> <ul style="list-style-type: none"> <li>• Principal confers with appropriate staff member(s) and with the student</li> <li>• Principal hears accusation by accusing party and permits the student the opportunity of explaining conduct</li> <li>• Parents are notified</li> <li>• Law enforcement officials are contacted when appropriate or when a delinquent act has been committed</li> <li>• Incident is reported and recommendations are made to the Director of Schools</li> <li>• Complete and accurate reports are submitted to the Director of Schools</li> </ul>	<p>Disciplinary Options:</p> <ul style="list-style-type: none"> <li>• Confirm that all Tier Two Interventions are implemented and monitored consistently</li> <li>• Parent/student conference</li> <li>• Individual counseling</li> <li>• Referral to appropriate community resources</li> <li>• Restitution for loss, damage, or stolen property</li> <li>• Out-of-school suspension</li> <li>• Expulsion</li> <li>• Other hearing authority or Board action which results in appropriate placement</li> </ul>

<ul style="list-style-type: none"> <li>• Possession of unauthorized substances* (<del>See Board Policy STU 38—Zero Tolerance</del>)</li> <li>• Use/transfer of unauthorized substances</li> <li>• Possession/use/sale/transfer of alcoholic beverages</li> <li>• Possession/distribution of any drug paraphernalia</li> <li>• Harassment in violation of Board Policy</li> <li>• Bullying</li> <li>• Any of the above listed behaviors committed on a school bus <u>or at a school bus stop</u></li> </ul>	<ul style="list-style-type: none"> <li>• Student is given right to request a hearing before the Disciplinary Hearing Authority</li> <li>• Referral to behavior support team</li> </ul>	
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17 \*Expulsion/Remand for a period of not less than one (1) calendar year subject to modification by the  
 18 Director of Schools on a case-by-case basis.

19 **ADDITIONAL GUIDELINES**

- 20 1. A student shall not be suspended solely because chargers are pending against the student in  
 21 juvenile court or another court.
- 22 2. A principal shall not impose multiple consecutive short-term suspensions that cumulatively  
 23 exceed ten (10) days for the same offense.
- 24 3. A teacher or other school official shall not reduce or authorize the reduction of a student's  
 25 grade because of discipline problems except in the conduct grade.

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Legal References

1. TCA 49-6-4005
2. TCA 49-6-4002-4005; 20 USCA 7114, 7118
3. TCA 49-6-4009

**Agenda Item Title:** 2024-2025 School Board Meeting Calendar

**Board Meeting Date:** May 28, 2024

**Department:** Director of Schools

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Staff are presenting the proposed 2024-2025 board meeting schedule for approval. The calendar continues to follow meetings being held on the second and fourth Tuesdays for the majority of months with the locations split between Council Chambers of City Hall and the Murfreesboro City Schools Administrative Offices. The third and fifth Tuesday are scheduled for October due to Fall Break. The fifth Tuesday is utilized in April due to budget workshops.

The calendar also includes two budget workshops in April and a School Board retreat on Saturday, January 25, 2025.

### Staff Recommendation

Recommendation to approve the 2024-2025 school board meeting calendar as presented.

### Fiscal Impact

No fiscal impact

### Connection to MCS's Five-Year Strategic Plan

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

**MURFREESBORO CITY SCHOOL BOARD  
2024-2025 MEETING SCHEDULE**

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

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

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

<b>July 23 at City Hall</b> Regular Board Meeting	<b>Saturday, January 25 at MCS Administrative Offices</b> Board Retreat 8:00 a.m.-4:00 p.m.
<b>August 13 at City Hall</b> Regular Board Meeting	<b>February 11 at MCS Administrative Offices</b> Regular Board Meeting
<b>August 27 at MCS Administrative Offices</b> Regular Board Meeting 5:00 p.m.-5:30 p.m. Board Work Session 5:30 p.m.-8:00 p.m.	<b>February 25 at City Hall</b> Regular Board Meeting
<b>September 10 at MCS Administrative Offices</b> Regular Board Meeting	<b>March 11 at City Hall</b> Regular Board Meeting
<b>September 24 at City Hall</b> Regular Board Meeting	<b>March 25 at MCS Administrative Offices</b> <b>Week before spring break</b>
<b>October 15 at MCS Administrative Offices</b> Regular Board Meeting <b>3<sup>rd</sup> Tuesday due to fall break</b>	<b>April 8 (4:00-8:00) and April 15 (4:00-8:00)</b> Regular Board Meeting/Budget Work Session at <b>MCS Administrative Offices</b>
<b>October 29 at City Hall</b> Regular Board Meeting <b>5<sup>th</sup> Tuesday due to fall break</b>	<b>April 29 at City Hall</b> Regular Board Meeting <b>5<sup>th</sup> Tuesday due to budget work sessions</b>
<b>November 12 at City Hall</b> Regular Board Meeting	<b>May 13 at MCS Administrative Offices</b> Regular Board Meeting
<b>November 26 at MCS Administrative Offices</b> Regular Board Meeting <b>Thanksgiving Week</b>	<b>May 27 at City Hall</b> Regular Board Meeting
<b>December 10 at City Hall</b> Regular Board Meeting	<b>June 10 at MCS Administrative Offices</b> Regular Board Meeting
<b>January 14 at City Hall</b> Regular Board Meeting	<b>June 24 at City Hall</b> Regular Board Meeting

**Agenda Item Title:** Approval of Cooperative Agreement with Sumner County Schools and Sentell Brothers of Whitehouse, Inc.

**Board Meeting Date:** May 28, 2024

**Department:** Operations

**Presented by:** Trey Duke

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This cooperative purchasing agreement pursuant to the terms and pricing of Sumner County Contract 20240215 for painting services is submitted to the Board for approval. State statute allows for local education agencies to engage in cooperative purchasing based on the same terms of a legal bid initiated by another LEA in Tennessee. Sentell Brothers will provide paint, materials, and services to paint the exterior of Discovery School.

### Staff Recommendation

Approval of Cooperative Agreement with Sumner County Schools and Sentell Brothers of Whitehouse, Inc.

### Fiscal Impact

Total cost of this project will be \$77,895.00

### 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



2552 South Church Street, Suite 100  
Murfreesboro, TN 37127-6342  
Phone: 615-893-2313  
Fax: 615-893-2352  
cityschools.net

MURFREESBORO CITY SCHOOLS  
AND  
SENTELL BROTHERS OF WHITEHOUSE, INC.  
ACKNOWLEDGMENT OF COOPERATIVE PURCHASING AGREEMENT

Murfreesboro City Schools is a local education agency pursuant to Tennessee Code Annotated § 49-1-103(2). Murfreesboro City Schools entered into a cooperative agreement purchasing pursuant to Tennessee Code Annotated § 12-3-1203 to purchase materials and services from Sentell Brothers of Whitehouse, Inc. under Sumner County Schools Contract 20240215.

Murfreesboro City Schools agrees to purchase materials and services directly from Sentell Brothers at the same price and under the same terms of the contract awarded under Sumner County Schools Contract 20240215. Murfreesboro City Schools agrees to be financially and legally responsible for all goods and services purchased under the cooperative purchasing agreement.

MURFREESBORO CITY SCHOOLS

\_\_\_\_\_  
Dr. Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
Date

Approved as to Form: \_\_\_\_\_  
Lauren Bush, Assistant City Attorney

By signature below, Sentell Brothers of Whitehouse, Inc. acknowledges that Murfreesboro City Schools is purchasing materials and services pursuant to Sumner County Schools Contract 20240215 and subject to the terms of the contract awarded. Sentell Brothers of Whitehouse, Inc. agrees to make Murfreesboro City Schools aware of any substantive or legal changes to the contract referenced above, including termination of the agreement by either party.

Sentell Brothers of Whitehouse, Inc.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



# SENTELL BROTHERS OF WHITEHOUSE, INC.

1032 WASHINGTON DRIVE  
COTTONTOWN, TN 37048  
(615) 642-8123 OFFICE  
(615) 672-2898 FAX

**SUBMITTED TO :** Murfreesboro City Schools

**STREET :** 2552 South Church St.

**JOB NAME :** Painting exterior trim work.

**CITY :** Murfreesboro

**JOB LOCATION :** Discovery School

**STATE & ZIP :** Tennessee. 37127

**PHONE :** 893-2313

**We hereby submit specifications & estimates for:**

Providing all labor, paint, and equipment necessary to prep & paint the exterior trim work on the Discovery School for Murfreesboro City Schools. Sherwin Williams paint products will be used on this project. All labor And paint will be guaranteed for 1 year. Colors will be as selected by owner. Prices include pressure washing And caulking where necessary prior to painting.

LINE ITEM # 1 - DOOR FRAMES: 2,080 SQUARE FEET @ \$1.25/SF = \$2,600.00

LINE ITEM # 2 - DOOR SLABS: 3,640 SQUARE FEET @ \$1.25/SF = \$4,550.00

LINE ITEM # 3 - WINDOW PANELS: 12,416 SQUARE FEET @ \$1.25/SF = \$15,520.00

LINE ITEM # 4 - SOFFITS/FASCIA: 15,560 SQUARE FEET @ \$1.25/SF = \$19,450.00

LINE ITEM # 5 - GUTTERS/DOWNSPOUTS/FLASHING: 7,500 SQUARE FEET @ \$1.25/SF = \$9,375.00

LINE ITEM # 6 - METAL CANOPIES: 7,100 SQUARE FEET @ \$1.25/SF = \$8,975.00

LINE ITEM # 7 - METAL SUPPORT POSTS FOR CANOPIES: 2,240 SQUARE FEET @ \$1.25/SF = \$2,800.00

LINE ITEM # 8 - ALUMINUM SIDING ON ROOF & OUT BUILDING: 8,100 SF @ \$1.25/SF = \$10,125.00

LINE ITEM # 9 - LIFT RENTAL: LUMP SUM = \$4,500.00

TOTAL FOR LINE ITEMS 1 - 9 = \$77,895.00

**We propose to complete the above mentioned work for the sum of :**

SEE ABOVE PRICES

**DOLLARS**

**Payment terms:** NET 30

**Authorized Signature :**

**Note : This proposal may be withdrawn by us if not accepted within the following number of days :**

90

**Acceptance of Proposal** - The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Signature :**

**Date of acceptance :**

# SENTELL BROTHERS OF WHITEHOUSE, INC.

106 EDWARDS CT.  
WHITE HOUSE, TN 37188  
(615) 642-8123 OFFICE  
(615) 672-2898 FAX

**SUBMITTED TO :** Murfreesboro City Schools

**STREET :** 2552 South Church St.

**JOB NAME :** Painting exterior trim work.

**CITY :** Murfreesboro

**JOB LOCATION :** Discovery School

**STATE & ZIP :** Tennessee. 37127

**PHONE :** 893-2313

**We hereby submit specifications & estimates for:**

**We propose to complete the above mentioned work for the sum of : 0**

SEE ABOVE PRICES

**DOLLARS**

**Payment terms :** NET 30

**Authorized Signature :**

**Note : This proposal may be withdrawn by us if not accepted within the following number of days :**

90

**Acceptance of Proposal** - The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Signature :**

**Date of acceptance :**



# Sumner County Board of Education

Scott Langford, Ed. D.

Director of Schools

695 East Main Street Gallatin, TN 37066-2472

Phone: (615) 451-5200 Fax: (615) 451-5216

## FINANCE DEPARTMENT PURCHASING

### PIGGYBACK AGREEMENT

In accordance with Tennessee Code Annotated § 12-3-1205, the Sumner County Board of Education (hereinafter "SCS") authorizes the utilization of an approved competitive solicitation let by SCS. Authorization is granted to Murfreesboro City Schools (hereinafter "Institution", "Agency", "Purchaser"), located in Murfreesboro, TN for the utilization of competitive solicitation 20240215 Painting Services. The awarded proposer is Sentell Bros. of White House Inc. (hereinafter "Vendor").

The ("Institution", "Agency", "Purchaser") and Vendor do hereby indemnify and hold harmless SCS as well as its officers, agents, and employees from and against any and all claims, liabilities, losses and causes of action which may arise, accrue or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Vendor, its employees, or any person acting for or on its or their behalf relating to the utilization of this Piggyback Agreement.

The ("Institution", "Agency", "Purchaser") and Vendor do hereby release SCS from any financial obligation created due to the utilization of this Piggyback Agreement.

The following documents are included by attachment for supporting documentation:

- RFP/ITB Solicitation Documents
- Affidavit of Publication
- Bid Minutes/Tabulation
- Vendor Submittal
- Contracts, Terms & Conditions, and other legally binding documents (if applicable)

Chris Harrison  
Purchasing Supervisor  
Sumner County Board of Education

5-3-2024

Date

*Board of Education Members*

*Sarah Andrews Tim Brewer Andy Daniels Josh Graham Glen Gregory Betsy Hawkins Tammy Hayes Steven King Andy Lacy Allen Lancaster Ted Wise*

## Agenda Item Details

Meeting	Feb 20, 2024 - Regular Meeting
Category	Adoption of Consent Agenda
Subject	Business - Amanda Brown
Type	Action (Consent)
Recommended Action	Director recommends approval

1. Approval of Bids & Purchases
2. Approval of grants



High School Grants February 2024.pdf (8,680 KB)



Elementary School Grants February 2024.pdf (5,799 KB)



Bids & Purchases February 2024.pdf (13,408 KB)

## Motion & Voting



Director recommends approval

Motion by Tammy Hayes, second by Allen Lancaster.

Final Resolution: Motion Carries

Yea: Tammy Hayes, Allen Lancaster, Sarah Andrews, Steven King, Betsy Hawkins, Andy Daniels, Ted Wise, Josh Graham, Glen Gregory, Andy Lacy, Tim Brewer

Bids & Purchases  
February 20, 2024

	Description	Department	Vendor	Cost	Funding
1	Data Processing Equipment for White House Intermediate Liberty Creek Middle	Information Services	Apple Inc. CDWG	\$ 250,000.00	GP
2	York Replacement Unit	Maintenance	Team Air Distributing	\$ 19,716.47	GP
3	Greenhouse Repair	Maintenance Gallatin High	The Thomas Group Contractors	\$ 15,668.00	GP
4	Markerboards	Operations Beech Elementary	CDWG	\$ 44,385.00	GP
5	HQMI Literacy Implementation Network	Instruction	National Institute for Excellence in Teaching (NIET)	\$ 73,000.00	Network Grant
6	Conflict Management and Leadership Training	Federal Program	Collaboration Concepts LLC	\$ 13,000.00	GP Title IIA
7	Vape Sensor Installation for Middle Schools	Safe Schools	CDWG	\$ 25,800.00	GP PSSG
8	Amended Budget Code/Source of Funds Football Uniforms	Gallatin High School	BSN Sports	\$ 34,443.90	GP
9	Classroom Furniture	Operations Beech Elementary	Ernie Morris Inc.	\$ 26,785.56	GP
10	Furniture Upgrades Classroom and Library	Operations Ellis Middle	CBI Work Solutions	\$ 117,265.00	GP
11	Conscious Discipline Institute Conference	Pupil Service	Conscious Discipline	\$ 18,490.00	GP PKSS
12	Innovative School Conference	Federal Program	Innovative Schools	\$ 50,250.00	Federal
13	Physical Therapy Equipment	Pupil Service	Rehabmart	\$ 15,000.00	GP Federal
14	School Supplies SY 2024-2025 & Summer Scholars	Operations	Educational Products Incorporated	\$ 2,040,000.00	ESSER
15	Classroom Furniture	Operations Watt Hardison Elementary	Ernie Morris Inc.	\$ 17,907.27	GP

16	Purchases for Visual Arts	CTE STEM	B & H Photos Learning Labs	\$ 85,007.02	ISM & Perkins Grants
17	iPads for (3) 5th Grade Classrooms	Indian Lake Elementary	Apple Inc	\$ 39,636.00	PTO
18	Proposal for Career Tree Materials	CTE & STEM Sumner County Schools	TSF Results	\$ 120,000.00	ISM
19	RFP 20240111 Modular Playground Unit	Portland Gateview Elementary	C&W Educational Development Inc dba Happy Backyards	\$ 21,970.00	Daycare
20	Sunkist Sectionizers + Attachments	Food Nutrition Program	EPAC Products Ekon-O-Pac,LLC	\$ 18,900.60	SNP
21	Data Processing Equipment	Federal Program Westmoreland Elementary	Apple Inc	\$ 52,962.70	Federal
22	RFP 20240215 Painting Services	Maintenance SCOBE District	Sentell Bros of White House Inc	See Attached	GP
23	Solar Powered School Zone Lights for Liberty Creek Campus	Maintenance	Transportation Control Systems	\$ 11,692.00	Bond / Capital
24	Prom Venue	Station Camp High	Bagsby Ranch	See Attached	School

Maintenance Department

RFP 20240215

SCBOE District

Painting Services

Vendor

Sentell Bros of White House Inc

Per Square Foot

See Attachment



# *Sumner County Board of Education*

Scott Langford, Ed. D.

Director of Schools

695 East Main Street Gallatin, TN 37066-2472

Phone: (615) 451-5200 Fax: (615) 451-5216

TO: Sumner County Board of Education

FROM: Chris Harrison  
Purchasing Supervisor

DATE: February 15, 2024

I conducted RFP 20240215 to secure per square foot pricing for painting services throughout the district. I received two responses to the solicitation. After reviewing the documentation received, it is my recommendation that we award the bid to the lowest respondent, Sentell Bros of White House Inc.

The initial term of the contract will be February 2024 – December 31, 2024. The contract includes the option to extend for up to four, one year terms to commence on January 1<sup>st</sup> thru December 31<sup>st</sup> of each year.

-attachment-

*Board of Education Members*

*Sarah Andrews Tim Brewer Andy Daniels Josh Graham Glen Gregory Betsy Hawkins Tammy Hayes Steven King Andy Lacy Allen Lancaster Ted Wise*





# Sumner County Board of Education

Scott Langford, Ed. D.

Director of Schools

695 East Main Street Gallatin, TN 37066-2472

Phone: (615) 451-5200 Fax: (615) 451-5216

## BID MINUTES

20240215

### Painting Services

Sealed bids were opened on February 15, 2024 at 10:00 a.m. at the Larry Riggsbee Support Services Building, 1500 Airport Road, Gallatin, TN for **20240215**.

Present for the bid opening were:

Chris Harrison Sumner County Board of Education

Angie Marberry Sumner County Board of Education

Bid responses were received from the following proposers:

Sentell Bros of White House Inc.  
1032 Washington Drive  
Cottontown, TN 37048

M&P Services, Inc.  
1107 Acklen Avenue  
Nashville, TN 37203

	Sentell Bros of White House Inc.	M&P Services, Inc.
Interior Walls-Door Trim-Handrails	\$1.25 per square foot	\$3.25 per square foot
Floor	\$5.00 per square foot	\$12.00 per square foot

*Board of Education Members*

*Sarah Andrews Tim Brewer Andy Daniels Josh Graham Glen Gregory Betsy Hawkins Tammy Hayes Steven King Andy Lacy Allen Lancaster Ted Wise*

SENTELL BRAS. OF WHITE HOUSE, INC.  
1032 WASHINGTON DR.  
COTTON TOWN, TN 37049

SUMNER COUNTY BUSINESS LICENSE  
LICENSE # 1001298108  
EXPIRATION DATE: MAY 15, 2024

Rec. 2/12/24  
11:16 a.m.

BID OPENING DATE:  
FEBRUARY 15, 2024  
10:00 AM CST

SUMNER COUNTY BOARD OF EDUCATION  
ATTN: PURCHASING SUPERVISOR  
1500 AIRPORT RD.  
GAULATTIN, TN 37066

RFP # 20240215 "PAINTING SERV  
" DO NOT OPEN



Attn: Purchasing Supervisor  
 1500 Airport Road  
 Gallatin, TN 37066

ATTACHMENT 6.2 – Bid Form/Certification

Date 02-15-2024

	COST PER SQUARE FOOT
INTERIOR WALLS – DOOR TRIM – HANDRAILS	# 1.25
FLOOR	# 5.00

By checking this box, Proposer agrees that SCS reserves the right to extend the terms, conditions and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback Institutions will issue their own purchasing documents for the goods/service. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

By Signing below, Proposer certifies they have carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and certifies:

- It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP.
- All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Proposer acknowledges that the Sumner County Board of Education (SCS) will rely on such statements, information and representations in selecting the successful proposer(s).
- That the prices quoted shall be SCSs pricing for the products and/or service.
- It shall be bound by all statements, representations, warranties and guarantees made in its proposal.
- Proposer acknowledges that the contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by SCS, in its sole discretion.
- All purchase orders must be duly authorized and executed by SCS and subject to the terms and conditions of the RFP.

Authorized Signature Steve Sentell

Title PRESIDENT

Printed Name STEVE SENTELL

Vendor Legal Name SENTELL BROS. OF WHITE HOUSE, INC.

**ATTACHMENT 6.4 – Certification of Non-Collusion & Debarment or Suspension**

The undersigned Proposer certifies that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned Proposer certifies, to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180;
- Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state or local) terminated for cause or default; and
- Are not presently indicated or otherwise criminally or civilly charged by a government entity (federal, state or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgement rendered against it:
  - For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction (federal, state or local) or a procurement contract under such a public transaction;
  - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for not more than five years, or both.

Company: SENTELL BAOS. OF WHITE HOUSE, INC.

Respondent Signature: *Steve Sentell*

Respondent (Print Name & Title): STEVE SENTELL, PRESIDENT

Date: 02-15-2024

ATTACHMENT 6.5 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACTOR LEGAL ENTITY NAME:	SENTELL BROS. OF WHITE HOUSE, INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-1766955

The Contractor, identified above, does hereby attest, certify, warrant and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract, T.C.A. § 12-3-309.

SIGNATURE & DATE:                     *Steve Sentell*                    02-15-2024                    

*NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor.*

**ATTACHMENT 6.6 – Attestation Non-Boycott of Israel**

The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Signature: Steve Sentell

Printed Name: STEVE SENTELL

Title: PRESIDENT

Date: 02-15-2024

ATTACHMENT 6.7 – Drug Free Workplace Affidavit

The Sumner County Board of Education is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County Board of Education employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

STATE OF TENNESSEE

COUNTY OF ROBERTSON

The undersigned, principal officer of SENTELL BROS. OF WHITE HOUSE, INC. an employer of five (5) or more employees contracting with Sumner County Board of Education to provide goods or services, hereby states under oath as follows:

- 1. The undersigned is a principal officer of SENTELL BROS. OF WHITE HOUSE, INC. (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
- 2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state and any local government to provide contracted services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.
- 3. The Company is in compliance with T.C.A. § 50-9-113 and all applicable Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer: STEVE SENTELL

STATE OF Tennessee

COUNTY OF Robertson

Before me personally appeared Steve Sentell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 9<sup>th</sup> day of February, 2024.

[Signature]  
Notary Public

My commission expires: 03/25/2026



ATTACHMENT 6.8 – W9

Form **W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
See Specific Instructions on page 2

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name (disregarded entity name, if different from above)  
**SENTELL BROS OF WHITE HOUSE, INC.**

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual sole proprietor or single member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C, S, or P): \_\_\_\_\_  
 Note: For a single member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single member owner.  
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3).  
 Exempt payee code (if any): \_\_\_\_\_  
 Exemption from FATCA reporting code (if any): \_\_\_\_\_  
 Agent for backup withholding (check only if S): \_\_\_\_\_

5 Address (number, street, and apt. or suite no.)  
**1032 WASHINGTON DRIVE**

6 City, state, and ZIP code  
**COTTON TOWN, TN 37048**

Requester's name and address (optional)  
**SUMNER COUNTY SCHOOLS  
 1500 AIRPORT RD.  
 GALLATIN, TN 37066**

7 List account numbers (if applicable)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

**62-1766955**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ *SA Little* Date ▶ **02-15-2024**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (cancelled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing the fixed-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





**Sumner County  
Business Tax Standard License**

February 5, 2024

SENTELL BROTHERS OF WHITE HOUSE INC  
1032 WASHINGTON DR  
COTTONTOWN TN 37048-4740

Letter ID: L1762396480  
Expiration Date: 15-May-2024  
Return Due By: 15-Apr-2024

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1001298108 and your classification is 4. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2024. Please visit [www.tn.gov/revenue](http://www.tn.gov/revenue) for additional information.

**Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.**

**DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA**



**Sumner County  
Business Tax Standard License**

**This certificate must be publicly displayed.**

SENTELL BROTHERS OF WHITE HOUSE INC  
1032 WASHINGTON DR  
COTTONTOWN TN 37048-4740



Date Issued: 05-Feb-2024  
Classification: 4  
Letter ID: L1762396480  
License Number: 1001298108  
Expiration Date: 15-May-2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2024

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

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

PRODUCER <b>MID-SOUTH INS AGENCY INC</b> 260 West Main Street Ste 210 Hendersonville, TN 37075	CONTACT NAME:		
	PHONE (A/C, No, Ext): (615)824-9009	FAX (A/C, No): (615)824-1985	
	E-MAIL ADDRESS: midsouthagency@aol.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED  <b>Sentell Brothers Inc</b> 1032 Washington Drive Cottontown, TN 37048	INSURER A:	Auto-Owners Insurance	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR WSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		044619-03918049-21	2/20/2024	2/20/2025	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	041719 03021793	2/20/2024	2/20/2025	BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						EACH OCCURRENCE \$
						AGGREGATE \$
						PER STATUTE OTHER
						E L EACH ACCIDENT \$ 100,000
						E L DISEASE - EA EMPLOYEE \$ 100,000
						E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Sumner Board Of Education 1500 Airport Dr Gallatin, TN 37066	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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# Cost of Publication

\$

34.13

## INVITATION TO BID

20240218 BOE

### Painting Services

Responses to an Invitation to Bid will be received by the Purchasing Supervisor, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for 20240215 Painting Services until February 15, 2024 @ 10:00 a.m. Local Time. Bid responses will be opened at that time, taken under advisement and evaluated. All proposals are subject to the Board of Education's conditions and specifications which are available from Chris Harrison, Purchasing Supervisor (615) 451-6560. All bids can be viewed on line at [www.sumnerschools.org](http://www.sumnerschools.org).

STATE OF TENNESSEE

County of Sumner

Personally appeared before me,

Shelley K. Satterfield

A Notary Public of Sumner County, Tennessee, Dave Gould, who being first duly sworn, made oath that he is President of *The Gallatin News*, a newspaper, and that the hereto attached publication appeared in the same on the following dates:

02-01-2024

Dave Gould

Dave Gould, President

Subscribed and sworn to before me  
on the date of:

02-01-2024

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield

My commission expires

JANUARY 12 2025

# CLASSIFIEDS

1. Online at [gallatinnews.com/classifieds](http://gallatinnews.com/classifieds)
2. Email to [classifieds@thegallatinnews.com](mailto:classifieds@thegallatinnews.com)
3. Call 615-452-4940
4. Stop by our office.

ed Cars & Vehicles For Sale Garage & Estate Sales Jobs Personals Real Estate & Auctions For Sale or Rent S

## SERVICES



Recovery Home Repair: Has your home affected by the recent habitat for Humanity? Our County is committed to our community in need. Our Disaster Re-covery Home Repair Program is designed to assist families in repairing their homes and in unforeseen events. Our office for assistance 615-452-9606.

## SERVICES

**FREE ESTIMATES**

# FAMILY'S TREE SERVICE INC.

COMPLETE TREE CARE PROFESSIONALS

# 452-3994

LICENSED / INSURED

[WWW.FAMILYSTREESERVICE.COM](http://WWW.FAMILYSTREESERVICE.COM)

## Corlew Appliance Parts and Service

We Buy, Sell and Recycle Appliances

# 615-451-3661

## PUBLIC NOTICE

## PPE BIDS

City of Millersville Fire Department is accepting or turnout gear. Bid specs are available at [www.millersville.com](http://www.millersville.com) at the bottom of the home

## REAL ESTATE

# \$\$\$

Cash For Houses! \$1000

Finders Fee. My Tn Cash Offer.  
We Buy Houses for Cash! Any Condition! Finder's Fee for Any OFF-Market Properties (615)877-0075 MyTnCashOffer.com



I am interested in purchasing Land, lots and farms. I am interested in buying land anywhere from 25-500 acres. Road frontage is important, however, if you have a deeded easement, I will consider these properties too. Water availability is important; however, sewer access is not required. Note: I am not a real estate agent, national builder or corporation. I am a

## CARS & VEHICLES

NEW 2024 Transit Cargo Vans. Several different configurations. Fleet pricing eligible! Miracle Ford Commercial, Bill Risko, 615-715-3777.

2017 Holiday Rambler Vacationer, 35 ft, 13,546 miles, excellent condition. \$77,000 obo. Call for appointment 301-751-4311.

## PUBLIC NOTICE

### INVITATION TO BID

**20240218 BOE**

**Painting Services**

Responses to an Invitation to Bid will be received by the Purchasing Supervisor, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for 20240215 Painting Services until February 15, 2024 @ 10:00 a.m. Local Time. Bid responses will be opened at that time, taken under advisement and evaluated.

## YARD/ESTATE SALE

COMPLETE LIQUIDATION Full household sale, everything must go by Thurs, Feb 8. All furniture and household goods. Portland, Call for appointment 337-384-5066.

## PUBLIC NOTICE

### LIEN SALE BRW TOWING

111 Hale Ave.  
Gallatin, TN 37066  
615-675-4688  
FRIDAY, FEBRUARY 16 @ 8 AM

- 2022 DODGE CHARGER  
VIN:2C3CDXBGXNH219589  
2010 CHEVY SILVERADO  
VIN: 3GCRCREA9AG300573  
2015 NISSAN ROGUE  
VIN: 5N1AT2MTXFC760497  
2004 FORD EXPLORER  
SPORT TRAC  
VIN: 1FMZU67K34UC21530  
2007 CHEVY IMPALA  
VIN: 2G1WT55N079385183  
2004 CHEVY MALIBU  
VIN: 1G1ZT52894F199205

## PUBLIC NOTICE

LIEN SALE  
D & M TOWING  
312 W. SNOW  
GALLATIN, TN  
Friday, February 16 @ 8:00

13 Chev  
1G1PE5SB7  
08 Hon  
JHMGD386

02 Chev  
1GNDS1353  
99 DOD  
2B4GP44G8

93 DOD  
1B7FL26Y0  
04 FORD

1FTRE14W  
09 CA  
1G6KD57Y

14 CH  
3GNAL2EK

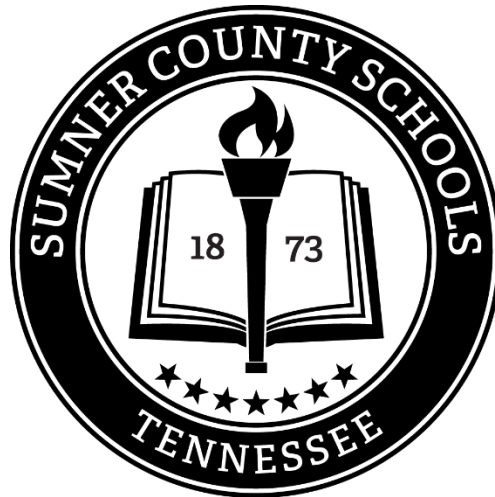
# REQUEST FOR PROPOSAL (RFP)

NUMBER: **20240215**

## SUMNER COUNTY BOARD OF EDUCATION

*This solicitation document serves as the written determination of the SCS Purchasing Supervisor that the use of Competitive Sealed Proposals for this solicitation is in the best interest of SCS.*

RFP Title: **Painting Services**



### Purchasing Staff Contact:

Chris Harrison	Janice Wright
Purchasing Supervisor	Purchasing Coordinator
615-451-6560	615-451-6569
<a href="mailto:chris.harrison@sumnerschools.org">chris.harrison@sumnerschools.org</a>	<a href="mailto:janice.wright@sumnerschools.org">janice.wright@sumnerschools.org</a>

Release Date: February 1, 2024	Proposal Due Date: February 15, 2024 @ 10:00 am Local Time
--------------------------------	--

*Any alterations to this document made by the proposer may be grounds for rejection of proposals, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.*

## NOTICE TO PROPOSERS

There may be one or more amendments to this RFP. In order to receive communication for any such amendments issued specifically to this RFP, the proposer must provide a Notice of Intent to Propose to the Sumner County Board of Education (SCS) Purchasing Department. The proposer must utilize this form when submitting notice. The notice may be sent by email to: Purchasing Office, [purchasing@sumnerschools.org](mailto:purchasing@sumnerschools.org). SCS will send amendments only to those proposers which complete and return this information in a timely manner.

RFP Number: **20240215 Painting Services**

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Emailed amendments will be sent in a Microsoft Word (Office for Windows) or Portable Document Format (pdf) format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to the Sumner County Board of Education.

Amendments will also be posted on the SCS website <https://sumnerschools.org/index.php/current-bids-and-rfps> and attached to the solicitation listing as a PDF or WORD file. Check the particular solicitation on the Current Bids and RFPs webpage for any posted amendments.

By completing and returning this form, the Proposer has expressed its intent to provide a proposal for **20240215 Painting Services**

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*\*An online, fillable version can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>*
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1. Introduction/Overview

1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals for painting services as specified herein.

1.2. Contact Information

Unauthorized contact regarding this RFP with employees or officials of SCS other than the Purchasing Supervisor named below may result in disqualification from this procurement process.

Interested parties must direct all communication regarding this RFP to the Purchasing Supervisor, who is SCSs only official point of contact for this RFP.

RFP Procedures
Chris Harrison Purchasing Supervisor 1500 Airport Road Gallatin, TN 37066 <a href="mailto:chris.harrison@sumnerschools.org">chris.harrison@sumnerschools.org</a>



## 2. Requirements

### 2.1. Scope of Work / Specifications

#### **SCOPE**

- A. The Contractor shall provide pricing to paint interior walls, door trim and handrails.
- B. The Contractor shall provide pricing to paint interior flooring with epoxy paint and sealer.
- C. The Contractor shall provide all paint primers, paint products and painting equipment (i.e. paintbrushes, screens, drop cloths, etc.) or ancillary products (filler, paint thinners, etc.) to complete the project.
- D. The Contractor shall protect the equipment, floors, furniture, and any other property which could be affected by performance of work in the project area.
- E. The Contractor shall provide "Wet Paint" signs and any other safety precautions as required by law and protect newly painted surfaces with signs or other devices.
- F. The Contractor is responsible to supply any ladders, scaffold, or other equipment as required to complete the project. All equipment must be in proper working condition and utilized as outlined by the manufacturer's directions.
- G. The Contractor shall not utilize any waste receptacles belonging to SCS including the dumpsters.
- H. The Contractor shall dispose of all generated waste materials in compliance with all Local, State and Federal guidelines, regulations, and requirements.

#### **MATERIAL**

The following represents standards that must be followed for any paint products necessary to complete the project.

- A. Latex (Interior)
  - A white, or colored, water-based latex-based paint with a semi-gloss finish. MPI# 43
  - Color to be selected by SCS authorized personnel from the manufacturer's full range.
- B. Oil Base (Interior)
  - A white, or colored, solvent based, semi-gloss alkyd paint for primed/sealed interior plaster, gypsum wallboard, wood and metal doors, and trim. MPI# 47
  - Color to be selected by SCS authorized personnel from the manufacturer's full range.
- C. Primer
  - A solvent based, alkyd type, pigmented primer/sealer for new interior wood, plaster, and porous surfaces. This product is used for new and repainting work for residential and commercial buildings. MPI# 45
- D. Concrete Block Filler
  - A water based, high solids, emulsion type pigmented coating with bridging and filling properties for interior or exterior concrete masonry units, for the purpose of filling the surface for subsequent applications of paint. MPI# 4
- E. Epoxy:
  - A two-component epoxy, high solids, low gloss coating for use on interior or exterior concrete, masonry, and primed metal surfaces. Industrial grade quality. MPI# 108
- F. Epoxy Sealer:
  - A two-component, high solids, clear epoxy coating. High gloss finish. Resistance to alkalis, abrasion, corrosion, and chemicals. MPI# 212.

**SURFACE PREPARATION**

- A. All surfaces are to be prepared and cleaned in accordance with the paint manufacturer's instructions and as herein specified for each substrate condition. Mechanical fasteners, staples, tacks, tape or any other object which does not belong on the wall shall be removed and appropriate repairs completed before painting begins.
- B. All surfaces shall be scraped to remove all loose or peeling paint. Remove all deposits which may affect the adhesion of the new paint or show through, such as dirt, grease, scale, and loose or peeling paint. Where loose or peeling paint has been removed, feather edges so that edges will not show through.
- C. The Contractor will notify SCS of any protruding nails, fasteners, or other types of imperfections that will impact the painting of the building.

**APPLICATION****INTERIOR WALLS – DOOR TRIM - HANDRAILS**

- A. All interior walls are to be painted using Latex paint (as specified). Interior walls currently coated with oil-based paint must be transitioned to latex-based.
- B. All door trim and interior handrail surfaces are to be painted using Oil-Based paint (as specified).
- C. Apply paint, primer, or block filler in accordance with manufacturer's directions. Use applicators and techniques best suited for the substrate and type of material being applied.
- D. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until paint film is of a uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, and exposed fasteners receive by dry film thickness the equivalent to that of flat surfaces.
- E. All interior walls shall have one primer coat and two finish coats of paint. The Contractor is responsible to ensure that all surfaces are cleaned of any residual paints and/or marks.

**FLOORS**

- A. All interior floors are to be painted using Epoxy paint (as specified) and coated with Epoxy sealer (as specified).
- B. Apply one coat of epoxy paint in accordance with the manufacturer's directions. Use applicators and techniques best suited for the substrate and type of material being applied.
- C. Apply coating of epoxy paint chips (color/blend to be selected by Owner) over entire project area in accordance with the manufacturer's directions.
- D. Apply one coat of epoxy sealer in accordance with the manufacturer's directions.

**CONTRACT TERM**

- SCS reserves the right to extend the contract term, subject to acceptance by the Contractor and approval by the SCS Board.
- Initial Term: February 2024 – December 31, 2024
- Renewal: Option to renew for up to four, one-year terms
  - January 1, 2025 – December 31, 2025
  - January 1, 2026 – December 31, 2026
  - January 1, 2027 – December 31, 2027
  - January 1, 2028 – December 31, 2028

## 2.2. Standard Contractor Obligations

- Shall provide and obtain all necessary materials, equipment, and labor to perform all items listed in the Scope of Work.
- Shall provide and obtain all necessary permits and schedule all necessary inspections with Local, County, etc. agencies as required by law.
- Shall dispose of all generated waste materials in compliance with all Local, State and Federal guidelines, regulations and requirements.
- Shall have property trained and experienced staff to facilitate the services specified in the Scope of Work. If applicable, the Contractor shall provide documentation that staff has received the manufacturers' certification to complete the services specified in the Statement of Work.

## 3. Source Selection and Contract Award

- Award(s), if made, will be made to the Responsive and Responsible proposer(s) whose proposal is most advantageous to SCS, taking into consideration price and the other evaluation criteria set forth in the RFP.
  - General Criteria to be determined "Responsive"
    - Does the proposal include all required information, included completed attachment forms and affidavits?
    - Was the proposal delivered on or before the stated deadline? Did it include the required number of copies (hard & electronic)?
  - General Criteria to be determined "Responsible"
    - Does the Proposer demonstrate an understanding of SCSs needs and proposed approach to the project?
    - Does the Proposer possess the ability, capacity, skill and financial resources to provide the service?
    - Can the Proposer take upon itself the responsibilities set forth in the RFP and produce the required outcomes in a timely fashion?
    - Does the Proposer have the character, integrity, reputation, judgement, experience and efficiency required for the project?
- SCS reserves the right to enter into discussions with Proposers which have submitted proposals determined to be reasonably like of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals.
- Upon mutual agreement by both parties, SCS shall grant the right to extend the terms, conditions and prices of contract(s) awarded from this RFP to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the "piggyback" Institutions will issue their own purchasing documents for purchase of the goods/services. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

- Contractors awarded construction projects for the improvement of real property will be required to provide the following:
  - Signed AIA Document
  - Retainage Account Agreement & Evidence of Open Account (per Tenn. Code Ann. § 66-34-104)
  - Payment and Performance Bonds
  - Certificate of Liability Insurance
  - Sumner County Business License
  - Current Copy of W9

4. Schedule of Events

<b>RFP Issued</b>	February 1, 2024
<b>RFP Submission DEADLINE</b>	February 15, 2024 @ 10:00 am Local Time

5. Instructions for Proposal

5.1. Required Forms

- Proposer must complete and submit the Attachments in Section 6. Attachments may be omitted depending on the RFP requirements. Refer to the Table of Contents for omitted Attachments.
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License.
- For all vendors with annual purchases in excess of \$50,000; a Sumner County Business License must be on file with the SCS Finance Department. Evidence of the license must be provided within ten (10) working days following notification of award; otherwise, SCS may rescind its acceptance of the Proposer’s proposal.
- Copy of State of Tennessee License (if applicable) in respective field.
- If applicable, the Proposer must include a copy of the contract(s) the Proposer will submit to be signed.

5.2. New Vendors

- To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the SCS Finance Department. It is a mandatory requirement to complete the IRS Form W-9 (Attachment 6.9) included in this RFP.
- To comply with the **Tennessee Lawful Employment Act (50-1-702 and 50-1-703)**, non-employees (individuals paid directly by the employer in exchange for the individual’s labor or services) must have on file one (1) of the following documents:
  - A valid Tennessee driver’s license or photo identification;
  - A valid driver’s license or photo identification from another state where the license requirements are at least as strict as those in Tennessee;
  - A birth certificate issued by a U.S. state, jurisdiction or territory;
  - A U.S. government issued certified birth certificate;
  - A valid, unexpired U.S. passport;
  - A U.S. certificate of birth abroad (DS-1350 or FS-545)
  - A report of birth abroad of a U.S. citizen (FS-240);
  - A certificate of citizenship (N560 or N561);

- A certificate of naturalization (N550, N570 or N578);
- A U.S citizen identification card (I-197 or I-179); or
- Valid alien registration documentation or other proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual’s complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one number).

5.3. Acknowledgement of Insurance Requirements

By submitting a proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. The Proposer who may have employees, contractors, subcontractors or agents working on SCS properties shall carry current certificates for general and professional liability insurance and for workers’ compensation as indicated below. The owner or Principal of each Proposer must also be insured by workers’ compensation if they perform any of the services on SCS properties. There will be no exceptions to the insurance requirement. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Proposers proposal.

- **General Liability**

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- **Workers Compensation**

Workers Compensation	Tennessee Statutory Limits
Employer’s Liability	\$500,000

5.4. Clarification and Interpretation of RFP

The words “must” and “shall” in the RFP indicate mandatory requirements. Taking exception to any mandatory requirement shall be considered grounds for rejection. There are other requirements that SCS considers important but not mandatory. It is important to respond in a concise manner to each section and submit an itemized list of all exceptions.

5.5. Proposal Package

The package containing the proposal must be sealed and clearly marked on the outside of the package:

**“20240215 Painting Services”  
DO NOT OPEN**

All sealed proposals packages must include all of the following. Any sealed proposals are subject to rejection as non-conforming if any applicable item is not included.

- One (1) Complete Original
- Original Signature on Original Proposal. NO copied or digital signatures.

The outside of the proposal package must be labeled as follows (if applicable) per **T.C.A § 62-6-119**:

1. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract;
2. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000);
3. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000);
4. For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000);
5. Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and
6. Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope.

Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered.

#### 5.6. Delivery of Proposals

Sealed proposals will be accepted until **February 15, 2024 @ 10:00 am Local Time** Proposals received after that time will be deemed invalid. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. SCS shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions. Proposals will be opened and read aloud. The reading of the bids will begin at **10:00 am Local Time**.

Due to the nature of deliveries to the SCS Support Services Facility by carriers such as UPS, FedEx and such like; the proposal package will be accepted if the date and time on the delivery confirmation are indicated to be on or before the Proposal Deadline.

Delivery Address:                      Sumner County Board of Education  
Attn: Purchasing Supervisor  
1500 Airport Road  
Gallatin, TN 37066

## 5.7. Evaluation of Proposals

The SCS Purchasing Supervisor will first examine the proposals to reject those that are clearly non-responsive to the stated requirements. Proposers who are determined to be non-responsive and/or non-responsible will be notified of this determination.

The evaluation process will include the following factors:

- Company Experience and Qualifications
  - The nature and scope of the Proposers business.
  - The number of years the Proposer has been licensed to do business.
  - The number of years the Proposer has been providing the requested services.
  - How many similarly sized or larger K-12 clients have you contract with?
- Compensation/Price Data
  - Address all costs associated with performance of the contracted services.
- Past Performance and References
  - Provided a minimum of three (3) client references for similar projects in size and scope successfully completed by Proposer within the last three (3) years. Attachment 6.3.
  - SCS may also consider other sources of pertinent past performance information, including the districts own experience with the Proposer.

## 5.8. Request for Clarification of Proposals

Requests for clarification of proposals shall be distributed by the Purchasing Supervisor in writing (or email). Any questions concerning the bid documents must be received by the Purchasing Supervisor no less than ninety-six (96) hours before the bid opening date. **T.C.A. § 12-4-113 (b)**

No addenda will be issued within less than forty-eight (48) hours of the bid opening date, excluding weekends and legal holidays, unless the bid deadline is extended for a reasonable period as determined by the Purchasing Supervisor, which shall not be less than forty-eight (48) hours, excluding weekends and legal holidays, to all for any necessary changes to the bid documents and to allow proposers to resubmit their bids accordingly. **T.C.A. § 12-4-113 (a)**

## 5.9. Protests

In the event that any interested party finds any part of the listed specifications, terms or conditions to be discrepant, incomplete or otherwise questionable in any respect; it shall be the responsibility of the concerned party to notify the SCS Purchasing Office of such matters immediately upon receipt of the RFP. All notifications must be sent to the Purchasing Supervisor via email at [purchasing@sumnerschools.org](mailto:purchasing@sumnerschools.org).

Any actual or prospective Proposer who is aggrieved in connection with the RFP or award of a contract may protest to the Purchasing Supervisor and/or the Sumner County Board of Education at its regularly scheduled meeting.

**ATTACHMENT 6.1 – Contact Information**

Company Legal Name: \_\_\_\_\_

Company Official Address: \_\_\_\_\_

\_\_\_\_\_

Company Web Site (URL): \_\_\_\_\_

Contact Person for project administration:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ (office)

\_\_\_\_\_ (mobile)

Email Address: \_\_\_\_\_





Attn: Purchasing Supervisor  
 1500 Airport Road  
 Gallatin, TN 37066

**ATTACHMENT 6.2 – Bid Form/Certification**

Date \_\_\_\_\_

	COST PER SQUARE FOOT
INTERIOR WALLS – DOOR TRIM – HANDRAILS	
FLOOR	

By checking this box, Proposer agrees that SCS reserves the right to extend the terms, conditions and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback Institutions will issue their own purchasing documents for the goods/service. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

By Signing below, Proposer certifies they have carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and certifies:

- It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP.
- All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Proposer acknowledges that the Sumner County Board of Education (SCS) will rely on such statements, information and representations in selecting the successful proposer(s).
- That the prices quoted shall be SCSs pricing for the products and/or service.
- It shall be bound by all statements, representations, warranties and guarantees made in its proposal.
- Proposer acknowledges that the contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by SCS, in its sole discretion.
- All purchase orders must be duly authorized and executed by SCS and subject to the terms and conditions of the RFP.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Vendor Legal Name \_\_\_\_\_

**ATTACHMENT 6.3 – References**

1. **Project Name/Location:** \_\_\_\_\_  
Agency/Department: \_\_\_\_\_  
Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Project Manager/Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2. **Project Name/Location:** \_\_\_\_\_  
Agency/Department: \_\_\_\_\_  
Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Project Manager/Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. **Project Name/Location:** \_\_\_\_\_  
Agency/Department: \_\_\_\_\_  
Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Project Manager/Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

4. **Project Name/Location:** \_\_\_\_\_  
Agency/Department: \_\_\_\_\_  
Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Project Manager/Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*\*Proposers may copy this page and submit additional references.*

**ATTACHMENT 6.4 – Certification of Non-Collusion & Debarment or Suspension**

The undersigned Proposer certifies that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned Proposer certifies, to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180;
- Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state or local) terminated for cause or default; and
- Are not presently indicated or otherwise criminally or civilly charged by a government entity (federal, state or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgement rendered against it:
  - For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction (federal, state or local) or a procurement contract under such a public transaction;
  - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under **18 U.S.C. 1001**, a false statement may result in a fine of up to \$10,000 or imprisonment for not more than five years, or both.

Company: \_\_\_\_\_

Respondent Signature: \_\_\_\_\_

Respondent (Print Name & Title): \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT 6.5 – Attestation Re Personnel

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: <i>(or Social Security Number)</i>	

The Contractor, identified above, does hereby attest, certify, warrant and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract, **T.C.A. § 12-3-309**.

SIGNATURE & DATE: \_\_\_\_\_

*NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor.*

**ATTACHMENT 6.6 – Attestation Non-Boycott of Israel**

The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 6.7 – Drug Free Workplace Affidavit**

The Sumner County Board of Education is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County Board of Education employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_,  
an employer of five (5) or more employees contracting with Sumner County Board of Education to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_  
(hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to **T.C.A. § 50-9-113**, which requires each employer with no less than five (5) employees receiving pay who contracts with the state and any local government to provide contracted services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.
3. The Company is in compliance with **T.C.A. § 50-9-113** and all applicable Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

**Principal Officer:** \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

ATTACHMENT 6.8 – W9

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	<b>Give Form to the                  requester. Do not                  send to the IRS.</b>
---	--	--

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																									
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table> </td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:20px; height: 20px;"></table></td> <td style="text-align: center;">-</td> <td style="text-align: center;"> <table border="1" style="width:20px; height: 20px;"></table></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table>	Social security number		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> <td style="width:20px; height: 20px;"></td> </tr> </table>													-	<table border="1" style="width:20px; height: 20px;"></table>	-	<table border="1" style="width:20px; height: 20px;"></table>					
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<b>Part II Certification</b>			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and			
3. I am a U.S. citizen or other U.S. person (defined below); and			
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.			
<b>Sign Here</b>	<table style="width:100%;"> <tr> <td style="width:60%;">                             Signature of U.S. person ▶ _____                         </td> <td style="width:40%;">                             Date ▶ _____                         </td> </tr> </table>	Signature of U.S. person ▶ _____	Date ▶ _____
Signature of U.S. person ▶ _____	Date ▶ _____		

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/ir9](http://www.irs.gov/ir9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**ATTACHMENT 6.9 – Standard Terms & Conditions  
SUMNER COUNTY BOARD OF EDUCATION (SCS)**

**1. PREPARATION AND SUBMISSION OF BID.**

- a. Failure to examine any drawings, specifications, or instructions will be at the proposer's risk. Any deviation from the stated terms, conditions and specifications must be coordinated with and approved in writing by the SCS Purchasing Supervisor.
- b. RFP/ITB SUBMITTAL / SIGNATURE: Proposal shall give the full name and business address of the bidder. If the proposer is a corporation, the name shall be stated as it is in the corporate charter. Proposals must be signed in ink by the proposer's authorized agent. Unsigned proposals will be rejected. Proposals are to be sealed and the outside of the envelope is to reference the RFP/ITB number. The person signing the proposal must show their title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Proposer understands that by submitting a proposal with an authorized signature, it shall constitute an offer to SCS. Proposals must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the W9. Electronic submissions via email, fax, etc. shall not be accepted.
- c. SCS is not responsible for any costs incurred by any vendor pursuant to the RFP/ITB. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
- d. All proposers must be in compliance with [T.C.A. § 62-6-119](#) at the time of proposal submission and provide evidence of compliance with the applicable provisions of the chapter before such proposal may be considered.
- e. Proposals are to be received in the location designated in the RFP/ITB no later than the specified date and time. Late submissions will NOT be opened or considered.
- f. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing the proposal.
- g. Specifications: Reference to available specifications shall be sufficient to make the terms of the specifications binding on the proposer. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the proposer to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the proposal. Proposers are required to notify SCSs Purchasing Supervisor whenever specifications/procedures are not perceived to be fair and open. The articles on which the proposal is submitted must be equal or superior to that specified. Informative and Descriptive Literature: The proposer must show brand or trade names of the articles proposed, when applicable. It shall be the responsibility of the proposer, including proposer's whose product is referenced, to furnish with the proposer such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of proposer.
- h. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon proposer's request within ten (10) days of RFP/ITB opening, be returned at the proposer's expense. Each sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP/ITB number and item reference.
- i. Time of Performance: The number of calendar days in which delivery is to be made after receipt of order shall be stated in the RFP/ITB and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.
- j. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the RFP/ITB. Proposal prices shall include delivery of all items F.O.B. destination.
- k. New materials and supplies must be delivered unless otherwise specifically stated in the RFP/ITB.
- l. Alternate/multiple bids will not be considered unless specifically called for in the RFP/ITB.
- m. Only proposals submitted on RFP/ITB forms furnished by SCS will be considered.
- n. By signing this RFP/ITB where indicated, the proposer agrees to strictly abide by all applicable local, state and federal statutes and regulations. The proposer further certifies that this proposer is made without collusion or fraud.
- o. Error in Proposal. In case of error in the extension of prices in the proposal, the unit price will govern. Late submissions will NOT be opened or considered. Proposers are cautioned to verify their proposals before submission, as amendments received after the RFP/ITB deadline will not be considered. No proposals shall be altered, amended or withdrawn after opening. After proposal opening, a proposer may withdraw a proposal only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the proposal would impose unconscionable hardship due to an error in the proposal resulting in a quotation substantially below the other proposals received. Proposal withdrawals will be considered only upon written request of the proposer.

2. **OPEN RECORDS.** In order to comply with the provisions of the [Tennessee Open Records Act](#), all proposals will be publicly opened and are subject to public inspection after the award upon written request. Proposers may be present at RFP/ITB opening. Summary information will be posted the SCS website, [www.sumnerschools.org](http://www.sumnerschools.org) under the Invitation to Bid link.



- 3. ACCEPTANCE AND AWARD.** SCS reserves the right to reject any and all proposals and to waive any informality in proposals and, unless otherwise specified by the proposer to accept any item in the proposal. Action to reject all proposals shall be taken for unreasonably high prices, errors in the proposal documents, cessation of need, unavailability of funds, or any other reason approved by SCS.
- a. Contracts and purchases will be made with the lowest, responsive, responsible, qualified proposer. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered, and the delivery terms will be taken into consideration.
  - b. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
  - c. Prices quoted on the response (if any) are to be considered firm and binding until the said equipment, supplies or services are in the possession of SCS.
  - d. If, during the performance of this contract, the cost of materials increases, through no fault of the contractor, the price of materials shall be equitably adjusted by an amount reasonably necessary to cover any such increase in the cost of materials. The contractor shall provide evidence of the cost increase prior to its' implementation. Annual or Multi-Year Contracts ONLY. Any increase in cost must be approved by SCS.
  - e. SCS reserves the right to order more or less than the quantity listed in the proposal.
  - f. If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that SCS shall have ninety (90) days to accept.
  - g. No purchase or contract is authorized or valid until the issuance of a SCS purchase order in accordance with SCS policy. No SCS employee is authorized to purchase equipment, supplies or services prior to the issuance of such a purchase order.
  - h. The contract may not be assigned without written SCS consent.
  - i. If the appropriate space is marked on the RFP/ITB, other Institutions (such as State, Local and/or Public Agencies) may purchase off the contract during the same period as SCS.
  - j. The awarded proposer will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by **T.C.A. §12-4-201**.
  - k. If the project cost is in excess of \$25,000 a performance bond must be secured by the requesting part in an amount equal to the market improvement value.
  - l. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of **Public Chapter No. 587 / Senate Bill No. 2048** (Employee Background Check). The Bidder further agrees to submit a formal certification thereof prior to commencing work.
- 4. PAYMENT.** Payment terms must be specified in the proposal, including any discounts for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP/ITB are inspected and approved as conforming by persons appointed by SCS.
- 5. DEFAULT OF SELECTED VENDOR.** In case of vendor default, SCS may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. If the awarded vendor violates any terms of their response, the contract, SCS policy or any law, they may be disqualified from proposing for a period of two years for minor violations or longer for major violations. Proposals from disqualified proposers will not be accepted during the period of disqualification.
- 6. INSPECTION OF PURCHASES.** Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. SCS shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires SCS to use nonconforming materials, an appropriate reduction in payment may be made.
- 7. TAXES.** SCS is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to or performing repair work on real property for SCS are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.
- 8. NONDISCRIMINATION.** SCS is an equal opportunity employer. SCS and bidder agree to comply with **Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990**, if applicable, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin. In the event that any claims should arise with regards to violations of any such local, state or federal law, statues, rule or regulations, the vendor will indemnify and hold SCS harmless for any damages, including court costs or attorney fees, which might be incurred.
- 9. PROHIBITIONS/NO VENDOR CONTRACT FORM.** Acceptance of gifts from vendors is prohibited. **T.C.A. §12-4-106**. The contract documents for purchase under this RFP/ITB shall consist of the successful proposer's bid and SCS's purchase order. The proposer may request exceptions to terms and conditions and/or request SCS to accept other terms and conditions by means of subsequent documents such as invoices, warranty agreements, license agreements, etc. All subsequent documents shall be open to revision for impermissible language. SCS reserves the right to render the proposal unresponsive and subject the proposal to rejection if successful terms cannot be negotiated.

- 10. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS.** Tennessee Public Chapter No. 878 of 2006, T.C.A. §12-3-309, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance (“the Attestation”), which is attached and hereby incorporated by this reference.
- 11. SALES AND USE TAX.** Before the Purchase Order/Contract resulting from this RFP/ITB is signed, the apparent successful proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax as required by T.C.A. §12-3-306.
- 12. ASSIGNMENT.** Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.
- 13. LIABILITIES.** The vendor shall indemnify SCS against liability for any suits, actions or claims of any character arising from or relating to the performance under this agreement by the vendor or its subcontractors. SCS has no obligation for the payment of any judgement or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.
- 14. APPLICABLE LAW.** Any contract shall be interpreted under the laws and statutes of the State of Tennessee, T.C.A. §12-3-515. SCS does not enter into contracts which provide for mediation or arbitration. Any action arising from any contract made from this RFP/ITB shall be brought in the state courts in Sumner County, TN or in the United States Federal District Court for the Middle District of Tennessee.
- Additionally, it is a violation of state statutes to purchase materials, supplies, services or any other item from a vendor that is a commissioner, official, employee or board member that has any financial or beneficial interest in such transaction, T.C.A. §12-4-101.
- 15. FUNDS.** The Proposer understands and accepts the non-appropriation of funds provision of SCS.
- 16. DATA PRIVACY AND SECURITY.** Personal Information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, FERPA, or Gramm-Leach-Bliley) or such information which would allow a third party to gain access to the personal, medical or financial records of any of any party. Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of PI complies with all applicable federal and state privacy and data protection laws. Vendor represents and warrants that Vendor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Vendor deems necessary to maintain compliance with SSAE16. If PI provided by SCS to Vendor is subject to FERPA. Vendor agrees that in its handling of FERPA data it will perform as a school official as that term is defined by FERPA regulations. Vendor acknowledges that its improper disclosure or re-disclosure of PI covered by FERPA may, under certain circumstances, result in Vendor’s exclusion from eligibility to contract with SCS for at least five (5) years. Vendor shall provide SCS with the name and contact information for an employee of Vendor who shall serve as SCS’s primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with any security incident in which it is reasonably suspected that there has been a breach of information security. Vendor shall immediately mitigate or resolve any Security Incident, at Vendor’s expense and in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse SCS for actual costs incurred by SCS in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under applicable law as a result of the Security Incident.
- 17. IRAN DIVESTMENT ACT.** By submission of this proposal, each proposer and each person signing on behalf of any proposer certified, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to T.C.A. §12-12-106.
- 18. NON-BOYCOTT OF ISRAEL.** The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by T.C.A. § 12-4-119.
- 19. COMPLIANCE WITH CONDUCT STANDARDS.** Contractors shall be fully responsible for the conduct of its employees, subcontractors, representatives and agents. Loud or offensive music, language or behavior is unacceptable. Tobacco use of any type and vaping is prohibited on SCS property. Contact or interaction with staff or students is not allowed excepted between designated representatives of SCS and Contractor.

## ATTACHMENT 6.10 – Vendor Checklist

**Vendor Checklist for Prevention of Common RFP Mistakes that lead to Proposal Rejection****1. Submission of Proposal**

- On-Time Submittal
- Deadline is listed in Section 4 – Schedule of Events
  - Late Proposals will be IMMEDIATELY DISQUALIFIED
- A Proposer may not submit alternate proposals unless requested.
- Tax not included in cost proposal.
- Clearly marked outside of envelope/package.
- RFP Number and “DO NOT OPEN”
  - Vendor Name, License Number, Expiration Date & License Classification (if applicable)
  - Other License data as required in Section 5.5 – Proposal Package
- No erasures on proposal documents.

**Correct Format:**

- One (1) Complete Original (*Section 5.5 & Attachment 6.2*)
- Original Signature on Original Proposal. NO copied or digital signatures (*Section 5.5 & Attachment 6.2*)

**2. Required Forms**

- Evidence of Business License (*Section 5.1*)
- Completed “Contact Information” form (*Attachment 6.1*)
- Signed and dated “Bid Form/Certification” form (*Attachment 6.2*)
- Complete “Reference” form (*Attachment 6.3*)
- Must meet the criteria established in Section 5.8 – Evaluation of Proposals.
- Signed and dated “Certification of Non-Collusion & Debarment or Suspension” form (*Attachment 6.4*)
- Signed and dated “Attestation Re Personnel” form (*Attachment 6.5*)
- Signed, dated and notarized “Drug Free Workplace Affidavit” form (*Attachment 6.6*)
- Signed and dated “IRS Form W-9” form (*Attachment 6.7*)

**\*This checklist does not represent a complete list of, or replacement for, the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in the prevention of disqualification.**

**\*\*Notations on proposals that materials submitted be kept confidential will not be honored. All proposal documents and contracts become public record.**

**Agenda Item Title:** Approval of Cooperative Agreement with Sumner County Schools and Sentell Brothers of Whitehouse, Inc.

**Board Meeting Date:** May 28, 2024

**Department:** Operations

**Presented by:** Trey Duke

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This cooperative purchasing agreement pursuant to the terms and pricing of Sumner County Contract 20240215 for painting services is submitted to the Board for approval. State statute allows for local education agencies to engage in cooperative purchasing based on the same terms of a legal bid initiated by another LEA in Tennessee. Sentell Brothers will provide paint, materials, and services to paint classrooms in main and exterior buildings at MNE.

### Staff Recommendation

Approval of Cooperative Agreement with Sumner County Schools and Sentell Brothers of Whitehouse, Inc.

### Fiscal Impact

Total cost of this project will be \$70,570.00

### 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



2552 South Church Street, Suite 100  
Murfreesboro, TN 37127-6342  
Phone: 615-893-2313  
Fax: 615-893-2352  
cityschools.net

MURFREESBORO CITY SCHOOLS  
AND  
SENTELL BROTHERS OF WHITEHOUSE, INC.  
ACKNOWLEDGMENT OF COOPERATIVE PURCHASING AGREEMENT

Murfreesboro City Schools is a local education agency pursuant to Tennessee Code Annotated § 49-1-103(2). Murfreesboro City Schools entered into a cooperative agreement purchasing pursuant to Tennessee Code Annotated § 12-3-1203 to purchase materials and services from Sentell Brothers of Whitehouse, Inc. under Sumner County Schools Contract 20240215.

Murfreesboro City Schools agrees to purchase materials and services directly from Sentell Brothers at the same price and under the same terms of the contract awarded under Sumner County Schools Contract 20240215. Murfreesboro City Schools agrees to be financially and legally responsible for all goods and services purchased under the cooperative purchasing agreement.

MURFREESBORO CITY SCHOOLS

\_\_\_\_\_  
Dr. Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
Date

Approved as to Form: \_\_\_\_\_  
Lauren Bush, Assistant City Attorney

By signature below, Sentell Brothers of Whitehouse, Inc. acknowledges that Murfreesboro City Schools is purchasing materials and services pursuant to Sumner County Schools Contract 20240215 and subject to the terms of the contract awarded. Sentell Brothers of Whitehouse, Inc. agrees to make Murfreesboro City Schools aware of any substantive or legal changes to the contract referenced above, including termination of the agreement by either party.

Sentell Brothers of Whitehouse, Inc.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# SENTELL BROTHERS OF WHITEHOUSE, INC.

1032 WASHINGTON DRIVE  
COTTONTOWN, TN 37048  
(615) 642-8123 OFFICE  
(615) 672-2898 FAX

**SUBMITTED TO :** Murfreesboro City Schools

**STREET :** 2552 South Church St.

**JOB NAME :** Painting classroom in main & out buildings.

**CITY :** Murfreesboro

**JOB LOCATION :** Mitchell-Neilson Elementary

**STATE & ZIP :** Tennessee. 37127

**PHONE :** 615-893-2313

**We hereby submit specifications & estimates for:**

Providing all labor, paint, and equipment necessary to paint the classrooms at Mitchell-Neilson Elementary for Murfreesboro City Schools. Sherwin Williams paint products will be used on this project. Colors will be as Selected by owner. Prices include applying 1 coat of primer and 2 coats of finish paint to all surfaces. Bid Prices include caulking where necessary prior to painting. All labor and paint will be guaranteed for 1 year. All Flooring will be protected while any painting work is progress to protect from paint drips.

**CLASSROOMS IN MAIN BUILDING: 35 CLASSROOMS TOTAL**

LINE ITEM # 1 - BLOCK WALLS: 46,000 SQUARE FEET @ \$1.25/SF = \$58,250.00

LINE ITEM # 2 - DOOR FRAMES: 1,344 SQUARE FEET @ \$1.25/SF = \$1,680.00

LINE ITEM # 3 - WINDOW FRAMES: 1,344 SQUARE FEET @ \$1.25/SF = \$1,680.00

LINE ITEM # 4 - DOOR SLABS: 2,352 SQUARE FEET @ \$1.25/SF = \$2,940.00

TOTAL FOR LINE ITEMS 1 - 4 = \$64,550.00

**CLASSROOMS IN OUT BUILDINGS: 3 CLASSROOMS TOTAL**

LINE ITEM # 1 - BLOCK WALLS: 4,100 SQUARE FEET @ \$1.25/SF = \$5,125.00

LINE ITEM # 2 - WOOD CHAIR RAIL & BASEBOARDS: 540 SQUARE FEET @ \$1.25/SF = \$675.00

LINE ITEM # 3 - DOOR FRAMES: 64 SQUARE FEET @ \$1.25/SF = \$80.00

LINE ITEM # 4 - DOOR SLABS: 112 SQUARE FEET @ \$1.25/SF = \$140.00

TOTAL FOR LINE ITEMS 1 - 4 = \$6,020.00

**We propose to complete the above mentioned work for the sum of :**

SEE ABOVE PRICES

**DOLLARS**

**Payment terms:** NET 30

**Authorized Signature :**

**Note : This proposal may be withdrawn by us if not accepted within the following number of days :** 90

**Acceptance of Proposal** - The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Signature :**

**Date of acceptance :**

# SENTELL BROTHERS OF WHITEHOUSE, INC.

106 EDWARDS CT.  
WHITE HOUSE, TN 37188  
(615) 642-8123 OFFICE  
(615) 672-2898 FAX

**SUBMITTED TO :** Murfreesboro City Schools

**STREET :** 2552 South Church St.

**JOB NAME :** Painting classroom in main & out buildings.

**CITY :** Murfreesboro

**JOB LOCATION :** Mitchell-Neilson Elementary

**STATE & ZIP :** Tennessee. 37127

**PHONE :** 615-893-2313

**We hereby submit specifications & estimates for:**

**We propose to complete the above mentioned work for the sum of : 0**

SEE ABOVE PRICES

**DOLLARS**

**Payment terms :** NET 30

**Authorized Signature :**

**Note : This proposal may be withdrawn by us if not accepted within the following number of days :** 90

**Acceptance of Proposal** - The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Signature :**

**Date of acceptance :**



# Sumner County Board of Education

Scott Langford, Ed. D.

Director of Schools

695 East Main Street Gallatin, TN 37066-2472

Phone: (615) 451-5200 Fax: (615) 451-5216

## FINANCE DEPARTMENT PURCHASING

### PIGGYBACK AGREEMENT

In accordance with Tennessee Code Annotated § 12-3-1205, the Sumner County Board of Education (hereinafter "SCS") authorizes the utilization of an approved competitive solicitation let by SCS. Authorization is granted to Murfreesboro City Schools (hereinafter "Institution", "Agency", "Purchaser"), located in Murfreesboro, TN for the utilization of competitive solicitation 20240215 Painting Services. The awarded proposer is Sentell Bros. of White House Inc. (hereinafter "Vendor").

The ("Institution", "Agency", "Purchaser") and Vendor do hereby indemnify and hold harmless SCS as well as its officers, agents, and employees from and against any and all claims, liabilities, losses and causes of action which may arise, accrue or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Vendor, its employees, or any person acting for or on its or their behalf relating to the utilization of this Piggyback Agreement.

The ("Institution", "Agency", "Purchaser") and Vendor do hereby release SCS from any financial obligation created due to the utilization of this Piggyback Agreement.

The following documents are included by attachment for supporting documentation:

- RFP/ITB Solicitation Documents
- Affidavit of Publication
- Bid Minutes/Tabulation
- Vendor Submittal
- Contracts, Terms & Conditions, and other legally binding documents (if applicable)

Chris Harrison  
Purchasing Supervisor  
Sumner County Board of Education

5-3-2024

Date

*Board of Education Members*


*Sarah Andrews Tim Brewer Andy Daniels Josh Graham Glen Gregory Betsy Hawkins Tammy Hayes Steven King Andy Lacy Allen Lancaster Ted Wise*





## Agenda Item Details

Meeting	Feb 20, 2024 - Regular Meeting
Category	Adoption of Consent Agenda
Subject	Business - Amanda Brown
Type	Action (Consent)
Recommended Action	Director recommends approval


1. Approval of Bids & Purchases
2. Approval of grants

 High School Grants February 2024.pdf (8,680 KB)

 Elementary School Grants February 2024.pdf (5,799 KB)

 Bids & Purchases February 2024.pdf (13,408 KB)

## Motion & Voting

 Director recommends approval

Motion by Tammy Hayes, second by Allen Lancaster.

Final Resolution: Motion Carries

Yea: Tammy Hayes, Allen Lancaster, Sarah Andrews, Steven King, Betsy Hawkins, Andy Daniels, Ted Wise, Josh Graham, Glen Gregory, Andy Lacy, Tim Brewer

Bids & Purchases  
February 20, 2024

	Description	Department	Vendor	Cost	Funding
1	Data Processing Equipment for White House Intermediate Liberty Creek Middle	Information Services	Apple Inc. CDWG	\$ 250,000.00	GP
2	York Replacement Unit	Maintenance	Team Air Distributing	\$ 19,716.47	GP
3	Greenhouse Repair	Maintenance Gallatin High	The Thomas Group Contractors	\$ 15,668.00	GP
4	Markerboards	Operations Beech Elementary	CDWG	\$ 44,385.00	GP
5	HQMI Literacy Implementation Network	Instruction	National Institute for Excellence in Teaching (NIET)	\$ 73,000.00	Network Grant
6	Conflict Management and Leadership Training	Federal Program	Collaboration Concepts LLC	\$ 13,000.00	GP Title IIA
7	Vape Sensor Installation for Middle Schools	Safe Schools	CDWG	\$ 25,800.00	GP PSSG
8	Amended Budget Code/Source of Funds Football Uniforms	Gallatin High School	BSN Sports	\$ 34,443.90	GP
9	Classroom Furniture	Operations Beech Elementary	Ernie Morris Inc.	\$ 26,785.56	GP
10	Furniture Upgrades Classroom and Library	Operations Ellis Middle	CBI Work Solutions	\$ 117,265.00	GP
11	Conscious Discipline Institute Conference	Pupil Service	Conscious Discipline	\$ 18,490.00	GP PKSS
12	Innovative School Conference	Federal Program	Innovative Schools	\$ 50,250.00	Federal
13	Physical Therapy Equipment	Pupil Service	Rehabmart	\$ 15,000.00	GP Federal
14	School Supplies SY 2024-2025 & Summer Scholars	Operations	Educational Products Incorporated	\$ 2,040,000.00	ESSER
15	Classroom Furniture	Operations Watt Hardison Elementary	Ernie Morris Inc.	\$ 17,907.27	GP

16	Purchases for Visual Arts	CTE STEM	B & H Photos Learning Labs	\$ 85,007.02	ISM & Perkins Grants
17	iPads for (3) 5th Grade Classrooms	Indian Lake Elementary	Apple Inc	\$ 39,636.00	PTO
18	Proposal for Career Tree Materials	CTE & STEM Sumner County Schools	TSF Results	\$ 120,000.00	ISM
19	RFP 20240111 Modular Playground Unit	Portland Gateview Elementary	C&W Educational Development Inc dba Happy Backyards	\$ 21,970.00	Daycare
20	Sunkist Sectionizers + Attachments	Food Nutrition Program	EPAC Products Ekon-O-Pac,LLC	\$ 18,900.60	SNP
21	Data Processing Equipment	Federal Program Westmoreland Elementary	Apple Inc	\$ 52,962.70	Federal
22	RFP 20240215 Painting Services	Maintenance SCOBE District	Sentell Bros of White House Inc	See Attached	GP
23	Solar Powered School Zone Lights for Liberty Creek Campus	Maintenance	Transportation Control Systems	\$ 11,692.00	Bond / Capital
24	Prom Venue	Station Camp High	Bagsby Ranch	See Attached	School

Maintenance Department

RFP 20240215

SCBOE District

Painting Services

Vendor

Sentell Bros of White House Inc

Per Square Foot

See Attachment



# *Sumner County Board of Education*

Scott Langford, Ed. D.

Director of Schools

695 East Main Street Gallatin, TN 37066-2472

Phone: (615) 451-5200 Fax: (615) 451-5216

TO: Sumner County Board of Education

FROM: Chris Harrison  
Purchasing Supervisor

DATE: February 15, 2024

I conducted RFP 20240215 to secure per square foot pricing for painting services throughout the district. I received two responses to the solicitation. After reviewing the documentation received, it is my recommendation that we award the bid to the lowest respondent, Sentell Bros of White House Inc.

The initial term of the contract will be February 2024 – December 31, 2024. The contract includes the option to extend for up to four, one year terms to commence on January 1<sup>st</sup> thru December 31<sup>st</sup> of each year.

-attachment-

*Board of Education Members*

*Sarah Andrews Tim Brewer Andy Daniels Josh Graham Glen Gregory Betsy Hawkins Tammy Hayes Steven King Andy Lacy Allen Lancaster Ted Wise*



# Sumner County Board of Education

Scott Langford, Ed. D.

Director of Schools

695 East Main Street Gallatin, TN 37066-2472

Phone: (615) 451-5200 Fax: (615) 451-5216

## BID MINUTES

20240215

### Painting Services

Sealed bids were opened on February 15, 2024 at 10:00 a.m. at the Larry Riggsbee Support Services Building, 1500 Airport Road, Gallatin, TN for **20240215**.

Present for the bid opening were:

Chris Harrison Sumner County Board of Education

Angie Marberry Sumner County Board of Education

Bid responses were received from the following proposers:

Sentell Bros of White House Inc.  
1032 Washington Drive  
Cottontown, TN 37048

M&P Services, Inc.  
1107 Acklen Avenue  
Nashville, TN 37203

	Sentell Bros of White House Inc.	M&P Services, Inc.
Interior Walls-Door Trim-Handrails	\$1.25 per square foot	\$3.25 per square foot
Floor	\$5.00 per square foot	\$12.00 per square foot

Board of Education Members

Sarah Andrews Tim Brewer Andy Daniels Josh Graham Glen Gregory Betsy Hawkins Tammy Hayes Steven King Andy Lacy Allen Lancaster Ted Wise

SENTELL BRAS. OF WHITE HOUSE, INC.  
1032 WASHINGTON DR.  
COTTON TOWN, TN 37049

SUMNER COUNTY BUSINESS LICENSE  
LICENSE # 1001298108  
EXPIRATION DATE: MAY 15, 2024

Rec. 2/12/24  
11:16 a.m.

BID OPENING DATE:  
FEBRUARY 15, 2024  
10:00 AM CST

SUMNER COUNTY BOARD OF EDUCATION  
ATTN: PURCHASING SUPERVISOR  
1500 AIRPORT RD.  
GAULATTIN, TN 37066

RFP # 20240215 "PAINTING SERV  
" DO NOT OPEN



Attn: Purchasing Supervisor  
 1500 Airport Road  
 Gallatin, TN 37066

ATTACHMENT 6.2 – Bid Form/Certification

Date 02-15-2024

	COST PER SQUARE FOOT
INTERIOR WALLS – DOOR TRIM – HANDRAILS	# 1.25
FLOOR	# 5.00

By checking this box, Proposer agrees that SCS reserves the right to extend the terms, conditions and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback Institutions will issue their own purchasing documents for the goods/service. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

By Signing below, Proposer certifies they have carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and certifies:

- It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP.
- All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Proposer acknowledges that the Sumner County Board of Education (SCS) will rely on such statements, information and representations in selecting the successful proposer(s).
- That the prices quoted shall be SCSs pricing for the products and/or service.
- It shall be bound by all statements, representations, warranties and guarantees made in its proposal.
- Proposer acknowledges that the contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by SCS, in its sole discretion.
- All purchase orders must be duly authorized and executed by SCS and subject to the terms and conditions of the RFP.

Authorized Signature Steve Sentell

Title PRESIDENT

Printed Name STEVE SENTELL

Vendor Legal Name SENTELL BROS. OF WHITE HOUSE, INC.



**ATTACHMENT 6.4 – Certification of Non-Collusion & Debarment or Suspension**

The undersigned Proposer certifies that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned Proposer certifies, to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180;
- Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state or local) terminated for cause or default; and
- Are not presently indicated or otherwise criminally or civilly charged by a government entity (federal, state or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgement rendered against it:
  - For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction (federal, state or local) or a procurement contract under such a public transaction;
  - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for not more than five years, or both.

Company: SENTELL BAOS. OF WHITE HOUSE, INC.

Respondent Signature: *Steve Sentell*

Respondent (Print Name & Title): STEVE SENTELL, PRESIDENT

Date: 02-15-2024

ATTACHMENT 6.5 – Attestation Re Personnel

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

CONTRACTOR LEGAL ENTITY NAME:	SENTELL BROS. OF WHITE HOUSE, INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-1766955

The Contractor, identified above, does hereby attest, certify, warrant and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract, T.C.A. § 12-3-309.

SIGNATURE & DATE:                     *John Suttell*                    02-15-2024                    

*NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor.*

**ATTACHMENT 6.6 – Attestation Non-Boycott of Israel**

The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Signature: Steve Sentell

Printed Name: STEVE SENTELL

Title: PRESIDENT

Date: 02-15-2024

ATTACHMENT 6.7 – Drug Free Workplace Affidavit

The Sumner County Board of Education is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County Board of Education employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

STATE OF TENNESSEE

COUNTY OF ROBERTSON

The undersigned, principal officer of SENTELL BROS. OF WHITE HOUSE, INC. an employer of five (5) or more employees contracting with Sumner County Board of Education to provide goods or services, hereby states under oath as follows:

- 1. The undersigned is a principal officer of SENTELL BROS. OF WHITE HOUSE, INC. (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
- 2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state and any local government to provide contracted services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.
- 3. The Company is in compliance with T.C.A. § 50-9-113 and all applicable Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer: STEVE SENTELL

STATE OF Tennessee

COUNTY OF Robertson

Before me personally appeared Steve Sentell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 9<sup>th</sup> day of February, 2024.

[Signature]  
Notary Public

My commission expires: 03/25/2026



ATTACHMENT 6.8 – W9

Form **W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
See Specific Instructions on page 2

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name (disregarded entity name, if different from above)  
**SENTELL BROS OF WHITE HOUSE, INC.**

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual sole proprietor or single member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C, S, or P): \_\_\_\_\_  
**Note:** For a single member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single member owner.  
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3)  
 Exempt payee code (if any): \_\_\_\_\_  
 Exemption from FATCA reporting code (if any): \_\_\_\_\_  
 Agent for backup withholding (check only if S): \_\_\_\_\_

5 Address (number, street, and apt. or suite no.)  
**1032 WASHINGTON DRIVE**

6 City, state, and ZIP code  
**COTTON TOWN, TN 37048**

Requester's name and address (optional)  
**SUMNER COUNTY SCHOOLS  
 1500 AIRPORT RD.  
 GALLATIN, TN 37066**

7 List account numbers (if applicable)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

6	2	-	1	7	6	6	9	5	5
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ *SA Little* Date ▶ **02-15-2024**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (cancelled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing the fixed-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Sumner County  
Business Tax Standard License**

February 5, 2024

SENTELL BROTHERS OF WHITE HOUSE INC  
1032 WASHINGTON DR  
COTTONTOWN TN 37048-4740

Letter ID: L1762396480  
Expiration Date: 15-May-2024  
Return Due By: 15-Apr-2024

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1001298108 and your classification is 4. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2024. Please visit [www.tn.gov/revenue](http://www.tn.gov/revenue) for additional information.

**Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.**

**DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA**



**Sumner County  
Business Tax Standard License**

**This certificate must be publicly displayed.**

SENTELL BROTHERS OF WHITE HOUSE INC  
1032 WASHINGTON DR  
COTTONTOWN TN 37048-4740

Date Issued: 05-Feb-2024  
Classification: 4  
Letter ID: L1762396480  
License Number: 1001298108  
Expiration Date: 15-May-2024





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2024

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

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

PRODUCER <b>MID-SOUTH INS AGENCY INC</b> 260 West Main Street Ste 210 Hendersonville, TN 37075	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(615)824-9009	FAX (A/C, No): (615)824-1985
INSURED <b>Sentell Brothers Inc</b> 1032 Washington Drive Cottontown, TN 37048	E-MAIL ADDRESS:	midsouthagency@aol.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Auto-Owners Insurance	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR WSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		044619-03918049-21	2/20/2024	2/20/2025	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS-MADE				BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	041719 03021793	2/20/2024	2/20/2025	BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						EACH OCCURRENCE \$
						AGGREGATE \$
						PER STATUTE OTHER
						E L EACH ACCIDENT \$ 100,000
						E L DISEASE - EA EMPLOYEE \$ 100,000
						E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Sumner Board Of Education 1500 Airport Dr Gallatin, TN 37066	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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# Cost of Publication

\$

34.13

## INVITATION TO BID

20240218 BOE

### Painting Services

Responses to an Invitation to Bid will be received by the Purchasing Supervisor, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for 20240215 Painting Services until February 15, 2024 @ 10:00 a.m. Local Time. Bid responses will be opened at that time, taken under advisement and evaluated. All proposals are subject to the Board of Education's conditions and specifications which are available from Chris Harrison, Purchasing Supervisor (615) 451-6560. All bids can be viewed on line at [www.sumnerschools.org](http://www.sumnerschools.org).

STATE OF TENNESSEE

County of Sumner

Personally appeared before me,

Shelley K. Satterfield

A Notary Public of Sumner County, Tennessee, Dave Gould, who being first duly sworn, made oath that he is President of *The Gallatin News*, a newspaper, and that the hereto attached publication appeared in the same on the following dates:

02-01-2024

Dave Gould

Dave Gould, President

Subscribed and sworn to before me  
on the date of:

02-01-2024

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield

My commission expires

JANUARY 12 2025



# CLASSIFIEDS

1. Online at [gallatinnews.com/classifieds](http://gallatinnews.com/classifieds)
2. Email to [classifieds@thegallatinnews.com](mailto:classifieds@thegallatinnews.com)
3. Call 615-452-4940
4. Stop by our office.

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## SERVICES



Recovery Home Repair  
 Has your home  
 affected by the recent  
 Habitat for Humanity  
 County is committed  
 to providing our community in  
 need. Our Disaster Re-  
 pair Program  
 is designed to assist families  
 in recovering their homes and  
 property from unforeseen events.  
 Call our office for assistance  
 at 615-452-9606.

## SERVICES

FREE ESTIMATES

# FAMILY'S

TREE SERVICE INC.

COMPLETE TREE CARE PROFESSIONALS

# 452-3994

LICENSED / INSURED

[WWW.FAMILYSTREESERVICE.COM](http://WWW.FAMILYSTREESERVICE.COM)

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 Recycle Appliances  
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# \$\$\$

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 We Buy Houses for Cash! Any  
 Condition! Finder's Fee for  
 Any OFF-Market Properties  
 (615)877-0075 MyTnCashOffer.  
 com



I am interested in purchas-  
 ing Land, lots and farms. I  
 am interested in buying land  
 anywhere from 25-500 acres.  
 Road frontage is important,  
 however, if you have a deeded  
 easement, I will consider these  
 properties too. Water availability  
 is important; however, sewer ac-  
 cess is not required. Note: I am  
 not a real estate agent, national  
 builder or corporation. I am a

## CARS & VEHICLES

NEW 2024 Transit Cargo Vans.  
 Several different configurations.  
 Fleet pricing eligible! Miracle  
 Ford Commercial, Bill Risko,  
 615-715-3777.

2017 Holiday Rambler Vaca-  
 tioner, 35 ft, 13,546 miles, excel-  
 lent condition. \$77,000 obo. Call  
 for appointment 301-751-4311.

## PUBLIC NOTICE

### INVITATION TO BID

**20240218 BOE  
 Painting Services**  
 Responses to an Invitation  
 to Bid will be received by  
 the Purchasing Supervisor,  
 Sumner County Board of  
 Education, 1500 Airport  
 Road, Gallatin, TN 37066 for  
 20240215 Painting Services  
 until February 15, 2024 @  
 10:00 a.m. Local Time. Bid  
 responses will be opened  
 at that time, taken under  
 advisement and evaluated.

## YARD/ESTATE SALE

COMPLETE LIQUIDATION Full  
 household sale, everything must  
 go by Thurs, Feb 8. All furniture  
 and household goods. Portland,  
 Call for appointment 337-384-  
 5066.

## PUBLIC NOTICE

### LIEN SALE BRW TOWING

111 Hale Ave.  
 Gallatin, TN 37066  
 615-675-4688  
 FRIDAY, FEBRUARY 16  
 @ 8 AM

- 2022 DODGE CHARGER  
 VIN:2C3CDXBGXNH219589  
 2010 CHEVY SILVERADO  
 VIN: 3GCRCREA9AG300573  
 2015 NISSAN ROGUE  
 VIN: 5N1AT2MTXFC760497  
 2004 FORD EXPLORER  
 SPORT TRAC  
 VIN: 1FMZU67K34UC21530  
 2007 CHEVY IMPALA  
 VIN: 2G1WT55N079385183  
 2004 CHEVY MALIBU  
 VIN: 1G1ZT52894F199205

## PUBLIC NOTICE

LIEN S  
 D & M TC  
 312 W. SN  
 GALLATIN, T  
 Friday, Febru  
 @ 8:00

13 Chev  
 1G1PE5SB7

08 Hon  
 JHMGD386

02 Ch  
 1GNDS135

99 DOD  
 2B4GP44G

93 DOD  
 1B7FL26Y0

04 FOP  
 1FTRE14W

09 CA  
 1G6KD57Y

14 CH  
 3GNAL2EK

## PUBLIC NOTICE

## PUBLIC NOTICE

## PPE BIDS

City of Millersville Fire Department is accepting  
 or turnout gear. Bid specs are available at  
[www.millersville.com](http://www.millersville.com) at the bottom of the home

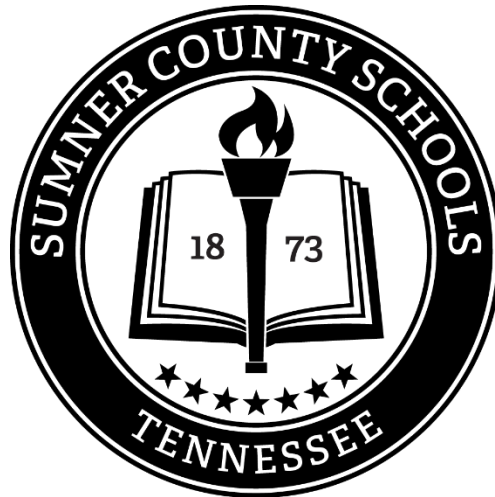
# REQUEST FOR PROPOSAL (RFP)

NUMBER: **20240215**

## SUMNER COUNTY BOARD OF EDUCATION

*This solicitation document serves as the written determination of the SCS Purchasing Supervisor that the use of Competitive Sealed Proposals for this solicitation is in the best interest of SCS.*

RFP Title: **Painting Services**



### Purchasing Staff Contact:

Chris Harrison	Janice Wright
Purchasing Supervisor	Purchasing Coordinator
615-451-6560	615-451-6569
<a href="mailto:chris.harrison@sumnerschools.org">chris.harrison@sumnerschools.org</a>	<a href="mailto:janice.wright@sumnerschools.org">janice.wright@sumnerschools.org</a>

Release Date: February 1, 2024	Proposal Due Date: February 15, 2024 @ 10:00 am Local Time
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*Any alterations to this document made by the proposer may be grounds for rejection of proposals, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Board of Education.*

## NOTICE TO PROPOSERS

There may be one or more amendments to this RFP. In order to receive communication for any such amendments issued specifically to this RFP, the proposer must provide a Notice of Intent to Propose to the Sumner County Board of Education (SCS) Purchasing Department. The proposer must utilize this form when submitting notice. The notice may be sent by email to: Purchasing Office, [purchasing@sumnerschools.org](mailto:purchasing@sumnerschools.org). SCS will send amendments only to those proposers which complete and return this information in a timely manner.

RFP Number: **20240215 Painting Services**

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Emailed amendments will be sent in a Microsoft Word (Office for Windows) or Portable Document Format (pdf) format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to the Sumner County Board of Education.

Amendments will also be posted on the SCS website <https://sumnerschools.org/index.php/current-bids-and-rfps> and attached to the solicitation listing as a PDF or WORD file. Check the particular solicitation on the Current Bids and RFPs webpage for any posted amendments.

By completing and returning this form, the Proposer has expressed its intent to provide a proposal for **20240215 Painting Services**

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1. Introduction/Overview

1.1. Purpose

The Sumner County Board of Education (SCS) is requesting sealed proposals for painting services as specified herein.

1.2. Contact Information

Unauthorized contact regarding this RFP with employees or officials of SCS other than the Purchasing Supervisor named below may result in disqualification from this procurement process.

Interested parties must direct all communication regarding this RFP to the Purchasing Supervisor, who is SCSs only official point of contact for this RFP.

RFP Procedures
Chris Harrison Purchasing Supervisor 1500 Airport Road Gallatin, TN 37066 <a href="mailto:chris.harrison@sumnerschools.org">chris.harrison@sumnerschools.org</a>

## 2. Requirements

### 2.1. Scope of Work / Specifications

#### **SCOPE**

- A. The Contractor shall provide pricing to paint interior walls, door trim and handrails.
- B. The Contractor shall provide pricing to paint interior flooring with epoxy paint and sealer.
- C. The Contractor shall provide all paint primers, paint products and painting equipment (i.e. paintbrushes, screens, drop cloths, etc.) or ancillary products (filler, paint thinners, etc.) to complete the project.
- D. The Contractor shall protect the equipment, floors, furniture, and any other property which could be affected by performance of work in the project area.
- E. The Contractor shall provide "Wet Paint" signs and any other safety precautions as required by law and protect newly painted surfaces with signs or other devices.
- F. The Contractor is responsible to supply any ladders, scaffold, or other equipment as required to complete the project. All equipment must be in proper working condition and utilized as outlined by the manufacturer's directions.
- G. The Contractor shall not utilize any waste receptacles belonging to SCS including the dumpsters.
- H. The Contractor shall dispose of all generated waste materials in compliance with all Local, State and Federal guidelines, regulations, and requirements.

#### **MATERIAL**

The following represents standards that must be followed for any paint products necessary to complete the project.

- A. Latex (Interior)
  - A white, or colored, water-based latex-based paint with a semi-gloss finish. MPI# 43
  - Color to be selected by SCS authorized personnel from the manufacturer's full range.
- B. Oil Base (Interior)
  - A white, or colored, solvent based, semi-gloss alkyd paint for primed/sealed interior plaster, gypsum wallboard, wood and metal doors, and trim. MPI# 47
  - Color to be selected by SCS authorized personnel from the manufacturer's full range.
- C. Primer
  - A solvent based, alkyd type, pigmented primer/sealer for new interior wood, plaster, and porous surfaces. This product is used for new and repainting work for residential and commercial buildings. MPI# 45
- D. Concrete Block Filler
  - A water based, high solids, emulsion type pigmented coating with bridging and filling properties for interior or exterior concrete masonry units, for the purpose of filling the surface for subsequent applications of paint. MPI# 4
- E. Epoxy:
  - A two-component epoxy, high solids, low gloss coating for use on interior or exterior concrete, masonry, and primed metal surfaces. Industrial grade quality. MPI# 108
- F. Epoxy Sealer:
  - A two-component, high solids, clear epoxy coating. High gloss finish. Resistance to alkalis, abrasion, corrosion, and chemicals. MPI# 212.

**SURFACE PREPARATION**

- A. All surfaces are to be prepared and cleaned in accordance with the paint manufacturer's instructions and as herein specified for each substrate condition. Mechanical fasteners, staples, tacks, tape or any other object which does not belong on the wall shall be removed and appropriate repairs completed before painting begins.
- B. All surfaces shall be scraped to remove all loose or peeling paint. Remove all deposits which may affect the adhesion of the new paint or show through, such as dirt, grease, scale, and loose or peeling paint. Where loose or peeling paint has been removed, feather edges so that edges will not show through.
- C. The Contractor will notify SCS of any protruding nails, fasteners, or other types of imperfections that will impact the painting of the building.

**APPLICATION****INTERIOR WALLS – DOOR TRIM - HANDRAILS**

- A. All interior walls are to be painted using Latex paint (as specified). Interior walls currently coated with oil-based paint must be transitioned to latex-based.
- B. All door trim and interior handrail surfaces are to be painted using Oil-Based paint (as specified).
- C. Apply paint, primer, or block filler in accordance with manufacturer's directions. Use applicators and techniques best suited for the substrate and type of material being applied.
- D. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until paint film is of a uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, and exposed fasteners receive by dry film thickness the equivalent to that of flat surfaces.
- E. All interior walls shall have one primer coat and two finish coats of paint. The Contractor is responsible to ensure that all surfaces are cleaned of any residual paints and/or marks.

**FLOORS**

- A. All interior floors are to be painted using Epoxy paint (as specified) and coated with Epoxy sealer (as specified).
- B. Apply one coat of epoxy paint in accordance with the manufacturer's directions. Use applicators and techniques best suited for the substrate and type of material being applied.
- C. Apply coating of epoxy paint chips (color/blend to be selected by Owner) over entire project area in accordance with the manufacturer's directions.
- D. Apply one coat of epoxy sealer in accordance with the manufacturer's directions.

**CONTRACT TERM**

- SCS reserves the right to extend the contract term, subject to acceptance by the Contractor and approval by the SCS Board.
- Initial Term: February 2024 – December 31, 2024
- Renewal: Option to renew for up to four, one-year terms
  - January 1, 2025 – December 31, 2025
  - January 1, 2026 – December 31, 2026
  - January 1, 2027 – December 31, 2027
  - January 1, 2028 – December 31, 2028

## 2.2. Standard Contractor Obligations

- Shall provide and obtain all necessary materials, equipment, and labor to perform all items listed in the Scope of Work.
- Shall provide and obtain all necessary permits and schedule all necessary inspections with Local, County, etc. agencies as required by law.
- Shall dispose of all generated waste materials in compliance with all Local, State and Federal guidelines, regulations and requirements.
- Shall have property trained and experienced staff to facilitate the services specified in the Scope of Work. If applicable, the Contractor shall provide documentation that staff has received the manufacturers' certification to complete the services specified in the Statement of Work.

## 3. Source Selection and Contract Award

- Award(s), if made, will be made to the Responsive and Responsible proposer(s) whose proposal is most advantageous to SCS, taking into consideration price and the other evaluation criteria set forth in the RFP.
  - General Criteria to be determined "Responsive"
    - Does the proposal include all required information, included completed attachment forms and affidavits?
    - Was the proposal delivered on or before the stated deadline? Did it include the required number of copies (hard & electronic)?
  - General Criteria to be determined "Responsible"
    - Does the Proposer demonstrate an understanding of SCSs needs and proposed approach to the project?
    - Does the Proposer possess the ability, capacity, skill and financial resources to provide the service?
    - Can the Proposer take upon itself the responsibilities set forth in the RFP and produce the required outcomes in a timely fashion?
    - Does the Proposer have the character, integrity, reputation, judgement, experience and efficiency required for the project?
- SCS reserves the right to enter into discussions with Proposers which have submitted proposals determined to be reasonably like of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals.
- Upon mutual agreement by both parties, SCS shall grant the right to extend the terms, conditions and prices of contract(s) awarded from this RFP to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the "piggyback" Institutions will issue their own purchasing documents for purchase of the goods/services. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.



- Contractors awarded construction projects for the improvement of real property will be required to provide the following:
  - Signed AIA Document
  - Retainage Account Agreement & Evidence of Open Account (per Tenn. Code Ann. § 66-34-104)
  - Payment and Performance Bonds
  - Certificate of Liability Insurance
  - Sumner County Business License
  - Current Copy of W9

4. Schedule of Events

<b>RFP Issued</b>	February 1, 2024
<b>RFP Submission DEADLINE</b>	February 15, 2024 @ 10:00 am Local Time

5. Instructions for Proposal

5.1. Required Forms

- Proposer must complete and submit the Attachments in Section 6. Attachments may be omitted depending on the RFP requirements. Refer to the Table of Contents for omitted Attachments.
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License.
- For all vendors with annual purchases in excess of \$50,000; a Sumner County Business License must be on file with the SCS Finance Department. Evidence of the license must be provided within ten (10) working days following notification of award; otherwise, SCS may rescind its acceptance of the Proposer’s proposal.
- Copy of State of Tennessee License (if applicable) in respective field.
- If applicable, the Proposer must include a copy of the contract(s) the Proposer will submit to be signed.

5.2. New Vendors

- To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the SCS Finance Department. It is a mandatory requirement to complete the IRS Form W-9 (Attachment 6.9) included in this RFP.
- To comply with the **Tennessee Lawful Employment Act (50-1-702 and 50-1-703)**, non-employees (individuals paid directly by the employer in exchange for the individual’s labor or services) must have on file one (1) of the following documents:
  - A valid Tennessee driver’s license or photo identification;
  - A valid driver’s license or photo identification from another state where the license requirements are at least as strict as those in Tennessee;
  - A birth certificate issued by a U.S. state, jurisdiction or territory;
  - A U.S. government issued certified birth certificate;
  - A valid, unexpired U.S. passport;
  - A U.S. certificate of birth abroad (DS-1350 or FS-545)
  - A report of birth abroad of a U.S. citizen (FS-240);
  - A certificate of citizenship (N560 or N561);

- A certificate of naturalization (N550, N570 or N578);
- A U.S citizen identification card (I-197 or I-179); or
- Valid alien registration documentation or other proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual’s complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one number).

5.3. Acknowledgement of Insurance Requirements

By submitting a proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. The Proposer who may have employees, contractors, subcontractors or agents working on SCS properties shall carry current certificates for general and professional liability insurance and for workers’ compensation as indicated below. The owner or Principal of each Proposer must also be insured by workers’ compensation if they perform any of the services on SCS properties. There will be no exceptions to the insurance requirement. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, SCS may rescind its acceptance of the Proposers proposal.

- **General Liability**

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- **Workers Compensation**

Workers Compensation	Tennessee Statutory Limits
Employer’s Liability	\$500,000

5.4. Clarification and Interpretation of RFP

The words “must” and “shall” in the RFP indicate mandatory requirements. Taking exception to any mandatory requirement shall be considered grounds for rejection. There are other requirements that SCS considers important but not mandatory. It is important to respond in a concise manner to each section and submit an itemized list of all exceptions.

5.5. Proposal Package

The package containing the proposal must be sealed and clearly marked on the outside of the package:

**“20240215 Painting Services”  
DO NOT OPEN**

All sealed proposals packages must include all of the following. Any sealed proposals are subject to rejection as non-conforming if any applicable item is not included.

- One (1) Complete Original
- Original Signature on Original Proposal. NO copied or digital signatures.

The outside of the proposal package must be labeled as follows (if applicable) per **T.C.A § 62-6-119**:

- 1. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract;
- 2. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000);
- 3. The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000);
- 4. For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000);
- 5. Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and
- 6. Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope.

Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered.

**5.6. Delivery of Proposals**

Sealed proposals will be accepted until **February 15, 2024 @ 10:00 am Local Time** Proposals received after that time will be deemed invalid. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. SCS shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions. Proposals will be opened and read aloud. The reading of the bids will begin at **10:00 am Local Time**.

Due to the nature of deliveries to the SCS Support Services Facility by carriers such as UPS, FedEx and such like; the proposal package will be accepted if the date and time on the delivery confirmation are indicated to be on or before the Proposal Deadline.

Delivery Address:                        Sumner County Board of Education  
    Attn: Purchasing Supervisor  
    1500 Airport Road  
    Gallatin, TN 37066

## 5.7. Evaluation of Proposals

The SCS Purchasing Supervisor will first examine the proposals to reject those that are clearly non-responsive to the stated requirements. Proposers who are determined to be non-responsive and/or non-responsible will be notified of this determination.

The evaluation process will include the following factors:

- Company Experience and Qualifications
  - The nature and scope of the Proposers business.
  - The number of years the Proposer has been licensed to do business.
  - The number of years the Proposer has been providing the requested services.
  - How many similarly sized or larger K-12 clients have you contract with?
- Compensation/Price Data
  - Address all costs associated with performance of the contracted services.
- Past Performance and References
  - Provided a minimum of three (3) client references for similar projects in size and scope successfully completed by Proposer within the last three (3) years. Attachment 6.3.
  - SCS may also consider other sources of pertinent past performance information, including the districts own experience with the Proposer.

## 5.8. Request for Clarification of Proposals

Requests for clarification of proposals shall be distributed by the Purchasing Supervisor in writing (or email). Any questions concerning the bid documents must be received by the Purchasing Supervisor no less than ninety-six (96) hours before the bid opening date. **T.C.A. § 12-4-113 (b)**

No addenda will be issued within less than forty-eight (48) hours of the bid opening date, excluding weekends and legal holidays, unless the bid deadline is extended for a reasonable period as determined by the Purchasing Supervisor, which shall not be less than forty-eight (48) hours, excluding weekends and legal holidays, to all for any necessary changes to the bid documents and to allow proposers to resubmit their bids accordingly. **T.C.A. § 12-4-113 (a)**

## 5.9. Protests

In the event that any interested party finds any part of the listed specifications, terms or conditions to be discrepant, incomplete or otherwise questionable in any respect; it shall be the responsibility of the concerned party to notify the SCS Purchasing Office of such matters immediately upon receipt of the RFP. All notifications must be sent to the Purchasing Supervisor via email at [purchasing@sumnerschools.org](mailto:purchasing@sumnerschools.org).

Any actual or prospective Proposer who is aggrieved in connection with the RFP or award of a contract may protest to the Purchasing Supervisor and/or the Sumner County Board of Education at its regularly scheduled meeting.

**ATTACHMENT 6.1 – Contact Information**

Company Legal Name: \_\_\_\_\_

Company Official Address: \_\_\_\_\_

\_\_\_\_\_

Company Web Site (URL): \_\_\_\_\_

Contact Person for project administration:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ (office)

\_\_\_\_\_ (mobile)

Email Address: \_\_\_\_\_



Attn: Purchasing Supervisor  
 1500 Airport Road  
 Gallatin, TN 37066

**ATTACHMENT 6.2 – Bid Form/Certification**

Date \_\_\_\_\_

	COST PER SQUARE FOOT
INTERIOR WALLS – DOOR TRIM – HANDRAILS	
FLOOR	

By checking this box, Proposer agrees that SCS reserves the right to extend the terms, conditions and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback Institutions will issue their own purchasing documents for the goods/service. Proposer agrees that SCS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

By Signing below, Proposer certifies they have carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and certifies:

- It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP.
- All statements, information and representations prepared and submitted in response to the RFP are current, complete, true and accurate. Proposer acknowledges that the Sumner County Board of Education (SCS) will rely on such statements, information and representations in selecting the successful proposer(s).
- That the prices quoted shall be SCSs pricing for the products and/or service.
- It shall be bound by all statements, representations, warranties and guarantees made in its proposal.
- Proposer acknowledges that the contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by SCS, in its sole discretion.
- All purchase orders must be duly authorized and executed by SCS and subject to the terms and conditions of the RFP.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Vendor Legal Name \_\_\_\_\_

**ATTACHMENT 6.3 – References**

1. **Project Name/Location:** \_\_\_\_\_  
Agency/Department: \_\_\_\_\_  
Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Project Manager/Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2. **Project Name/Location:** \_\_\_\_\_  
Agency/Department: \_\_\_\_\_  
Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Project Manager/Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. **Project Name/Location:** \_\_\_\_\_  
Agency/Department: \_\_\_\_\_  
Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Project Manager/Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

4. **Project Name/Location:** \_\_\_\_\_  
Agency/Department: \_\_\_\_\_  
Date of Project: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Project Manager/Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*\*Proposers may copy this page and submit additional references.*

**ATTACHMENT 6.4 – Certification of Non-Collusion & Debarment or Suspension**

The undersigned Proposer certifies that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned Proposer certifies, to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180;
- Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state or local) terminated for cause or default; and
- Are not presently indicated or otherwise criminally or civilly charged by a government entity (federal, state or local) and have not, within the three-year period preceding the bid, been convicted or had a civil judgement rendered against it:
  - For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction (federal, state or local) or a procurement contract under such a public transaction;
  - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under **18 U.S.C. 1001**, a false statement may result in a fine of up to \$10,000 or imprisonment for not more than five years, or both.

Company: \_\_\_\_\_

Respondent Signature: \_\_\_\_\_

Respondent (Print Name & Title): \_\_\_\_\_

Date: \_\_\_\_\_



ATTACHMENT 6.5 – Attestation Re Personnel

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: <i>(or Social Security Number)</i>	

The Contractor, identified above, does hereby attest, certify, warrant and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract, **T.C.A. § 12-3-309**.

SIGNATURE & DATE: \_\_\_\_\_

*NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor.*

**ATTACHMENT 6.6 – Attestation Non-Boycott of Israel**

The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 6.7 – Drug Free Workplace Affidavit**

The Sumner County Board of Education is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County Board of Education employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_,  
an employer of five (5) or more employees contracting with Sumner County Board of Education to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_  
(hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to **T.C.A. § 50-9-113**, which requires each employer with no less than five (5) employees receiving pay who contracts with the state and any local government to provide contracted services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.
3. The Company is in compliance with **T.C.A. § 50-9-113** and all applicable Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

**Principal Officer:** \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

ATTACHMENT 6.8 – W9

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	<b>Give Form to the requester. Do not send to the IRS.</b>
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Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; font-size: 8px;">Social security number</td> </tr> <tr> <td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: 8px;">or</td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: 8px;">Employer identification number</td> </tr> <tr> <td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td><td style="width:20px; height: 20px;"></td> </tr> </table>	Social security number																				or										Employer identification number																			
Social security number																																																			
or																																																			
Employer identification number																																																			
<b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																			

<b>Part II Certification</b>			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.			
<b>Sign Here</b>	<table style="width:100%;"> <tr> <td style="width:70%; font-size: 8px;">Signature of U.S. person ▶</td> <td style="width:30%; font-size: 8px;">Date ▶</td> </tr> </table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**ATTACHMENT 6.9 – Standard Terms & Conditions  
SUMNER COUNTY BOARD OF EDUCATION (SCS)**

**1. PREPARATION AND SUBMISSION OF BID.**

- a. Failure to examine any drawings, specifications, or instructions will be at the proposer's risk. Any deviation from the stated terms, conditions and specifications must be coordinated with and approved in writing by the SCS Purchasing Supervisor.
- b. RFP/ITB SUBMITTAL / SIGNATURE: Proposal shall give the full name and business address of the bidder. If the proposer is a corporation, the name shall be stated as it is in the corporate charter. Proposals must be signed in ink by the proposer's authorized agent. Unsigned proposals will be rejected. Proposals are to be sealed and the outside of the envelope is to reference the RFP/ITB number. The person signing the proposal must show their title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Proposer understands that by submitting a proposal with an authorized signature, it shall constitute an offer to SCS. Proposals must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the W9. Electronic submissions via email, fax, etc. shall not be accepted.
- c. SCS is not responsible for any costs incurred by any vendor pursuant to the RFP/ITB. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
- d. All proposers must be in compliance with **T.C.A. § 62-6-119** at the time of proposal submission and provide evidence of compliance with the applicable provisions of the chapter before such proposal may be considered.
- e. Proposals are to be received in the location designated in the RFP/ITB no later than the specified date and time. Late submissions will NOT be opened or considered.
- f. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing the proposal.
- g. Specifications: Reference to available specifications shall be sufficient to make the terms of the specifications binding on the proposer. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the proposer to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the proposal. Proposers are required to notify SCS's Purchasing Supervisor whenever specifications/procedures are not perceived to be fair and open. The articles on which the proposal is submitted must be equal or superior to that specified. Informative and Descriptive Literature: The proposer must show brand or trade names of the articles proposed, when applicable. It shall be the responsibility of the proposer, including proposer's whose product is referenced, to furnish with the proposer such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of proposer.
- h. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon proposer's request within ten (10) days of RFP/ITB opening, be returned at the proposer's expense. Each sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP/ITB number and item reference.
- i. Time of Performance: The number of calendar days in which delivery is to be made after receipt of order shall be stated in the RFP/ITB and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.
- j. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the RFP/ITB. Proposal prices shall include delivery of all items F.O.B. destination.
- k. New materials and supplies must be delivered unless otherwise specifically stated in the RFP/ITB.
- l. Alternate/multiple bids will not be considered unless specifically called for in the RFP/ITB.
- m. Only proposals submitted on RFP/ITB forms furnished by SCS will be considered.
- n. By signing this RFP/ITB where indicated, the proposer agrees to strictly abide by all applicable local, state and federal statutes and regulations. The proposer further certifies that this proposer is made without collusion or fraud.
- o. Error in Proposal. In case of error in the extension of prices in the proposal, the unit price will govern. Late submissions will NOT be opened or considered. Proposers are cautioned to verify their proposals before submission, as amendments received after the RFP/ITB deadline will not be considered. No proposals shall be altered, amended or withdrawn after opening. After proposal opening, a proposer may withdraw a proposal only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the proposal would impose unconscionable hardship due to an error in the proposal resulting in a quotation substantially below the other proposals received. Proposal withdrawals will be considered only upon written request of the proposer.

2. **OPEN RECORDS.** In order to comply with the provisions of the **Tennessee Open Records Act**, all proposals will be publicly opened and are subject to public inspection after the award upon written request. Proposers may be present at RFP/ITB opening. Summary information will be posted the SCS website, [www.sumnerschools.org](http://www.sumnerschools.org) under the Invitation to Bid link.

- 3. ACCEPTANCE AND AWARD.** SCS reserves the right to reject any and all proposals and to waive any informality in proposals and, unless otherwise specified by the proposer to accept any item in the proposal. Action to reject all proposals shall be taken for unreasonably high prices, errors in the proposal documents, cessation of need, unavailability of funds, or any other reason approved by SCS.
- a. Contracts and purchases will be made with the lowest, responsive, responsible, qualified proposer. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered, and the delivery terms will be taken into consideration.
  - b. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor.
  - c. Prices quoted on the response (if any) are to be considered firm and binding until the said equipment, supplies or services are in the possession of SCS.
  - d. If, during the performance of this contract, the cost of materials increases, through no fault of the contractor, the price of materials shall be equitably adjusted by an amount reasonably necessary to cover any such increase in the cost of materials. The contractor shall provide evidence of the cost increase prior to its' implementation. Annual or Multi-Year Contracts ONLY. Any increase in cost must be approved by SCS.
  - e. SCS reserves the right to order more or less than the quantity listed in the proposal.
  - f. If a proposer fails to state a time within which a proposal must be accepted, it is understood and agreed that SCS shall have ninety (90) days to accept.
  - g. No purchase or contract is authorized or valid until the issuance of a SCS purchase order in accordance with SCS policy. No SCS employee is authorized to purchase equipment, supplies or services prior to the issuance of such a purchase order.
  - h. The contract may not be assigned without written SCS consent.
  - i. If the appropriate space is marked on the RFP/ITB, other Institutions (such as State, Local and/or Public Agencies) may purchase off the contract during the same period as SCS.
  - j. The awarded proposer will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by **T.C.A. §12-4-201**.
  - k. If the project cost is in excess of \$25,000 a performance bond must be secured by the requesting part in an amount equal to the market improvement value.
  - l. By submission of this bid and signature thereof, the Bidder acknowledges compliance with the provisions of **Public Chapter No. 587 / Senate Bill No. 2048** (Employee Background Check). The Bidder further agrees to submit a formal certification thereof prior to commencing work.
- 4. PAYMENT.** Payment terms must be specified in the proposal, including any discounts for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP/ITB are inspected and approved as conforming by persons appointed by SCS.
- 5. DEFAULT OF SELECTED VENDOR.** In case of vendor default, SCS may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. If the awarded vendor violates any terms of their response, the contract, SCS policy or any law, they may be disqualified from proposing for a period of two years for minor violations or longer for major violations. Proposals from disqualified proposers will not be accepted during the period of disqualification.
- 6. INSPECTION OF PURCHASES.** Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. SCS shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires SCS to use nonconforming materials, an appropriate reduction in payment may be made.
- 7. TAXES.** SCS is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to or performing repair work on real property for SCS are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.
- 8. NONDISCRIMINATION.** SCS is an equal opportunity employer. SCS and bidder agree to comply with **Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990**, if applicable, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin. In the event that any claims should arise with regards to violations of any such local, state or federal law, statues, rule or regulations, the vendor will indemnify and hold SCS harmless for any damages, including court costs or attorney fees, which might be incurred.
- 9. PROHIBITIONS/NO VENDOR CONTRACT FORM.** Acceptance of gifts from vendors is prohibited. **T.C.A. §12-4-106**. The contract documents for purchase under this RFP/ITB shall consist of the successful proposer's bid and SCS's purchase order. The proposer may request exceptions to terms and conditions and/or request SCS to accept other terms and conditions by means of subsequent documents such as invoices, warranty agreements, license agreements, etc. All subsequent documents shall be open to revision for impermissible language. SCS reserves the right to render the proposal unresponsive and subject the proposal to rejection if successful terms cannot be negotiated.

- 10. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS.** Tennessee Public Chapter No. 878 of 2006, T.C.A. §12-3-309, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance (“the Attestation”), which is attached and hereby incorporated by this reference.
- 11. SALES AND USE TAX.** Before the Purchase Order/Contract resulting from this RFP/ITB is signed, the apparent successful proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax as required by T.C.A. §12-3-306.
- 12. ASSIGNMENT.** Neither the vendor nor SCS may assign this agreement without prior written consent of the other party.
- 13. LIABILITIES.** The vendor shall indemnify SCS against liability for any suits, actions or claims of any character arising from or relating to the performance under this agreement by the vendor or its subcontractors. SCS has no obligation for the payment of any judgement or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.
- 14. APPLICABLE LAW.** Any contract shall be interpreted under the laws and statutes of the State of Tennessee, T.C.A. §12-3-515. SCS does not enter into contracts which provide for mediation or arbitration. Any action arising from any contract made from this RFP/ITB shall be brought in the state courts in Sumner County, TN or in the United States Federal District Court for the Middle District of Tennessee.
- Additionally, it is a violation of state statutes to purchase materials, supplies, services or any other item from a vendor that is a commissioner, official, employee or board member that has any financial or beneficial interest in such transaction, T.C.A. §12-4-101.
- 15. FUNDS.** The Proposer understands and accepts the non-appropriation of funds provision of SCS.
- 16. DATA PRIVACY AND SECURITY.** Personal Information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, FERPA, or Gramm-Leach-Bliley) or such information which would allow a third party to gain access to the personal, medical or financial records of any of any party. Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of PI complies with all applicable federal and state privacy and data protection laws. Vendor represents and warrants that Vendor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Vendor deems necessary to maintain compliance with SSAE16. If PI provided by SCS to Vendor is subject to FERPA. Vendor agrees that in its handling of FERPA data it will perform as a school official as that term is defined by FERPA regulations. Vendor acknowledges that its improper disclosure or re-disclosure of PI covered by FERPA may, under certain circumstances, result in Vendor’s exclusion from eligibility to contract with SCS for at least five (5) years. Vendor shall provide SCS with the name and contact information for an employee of Vendor who shall serve as SCS’s primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with any security incident in which it is reasonably suspected that there has been a breach of information security. Vendor shall immediately mitigate or resolve any Security Incident, at Vendor’s expense and in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse SCS for actual costs incurred by SCS in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under applicable law as a result of the Security Incident.
- 17. IRAN DIVESTMENT ACT.** By submission of this proposal, each proposer and each person signing on behalf of any proposer certified, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to T.C.A. §12-12-106.
- 18. NON-BOYCOTT OF ISRAEL.** The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by T.C.A. § 12-4-119.
- 19. COMPLIANCE WITH CONDUCT STANDARDS.** Contractors shall be fully responsible for the conduct of its employees, subcontractors, representatives and agents. Loud or offensive music, language or behavior is unacceptable. Tobacco use of any type and vaping is prohibited on SCS property. Contact or interaction with staff or students is not allowed excepted between designated representatives of SCS and Contractor.

## ATTACHMENT 6.10 – Vendor Checklist

**Vendor Checklist for Prevention of Common RFP Mistakes that lead to Proposal Rejection****1. Submission of Proposal**

\_\_\_ On-Time Submittal

- Deadline is listed in Section 4 – Schedule of Events
- Late Proposals will be IMMEDIATELY DISQUALIFIED

\_\_\_ A Proposer may not submit alternate proposals unless requested.

\_\_\_ Tax not included in cost proposal.

\_\_\_ Clearly marked outside of envelope/package.

- RFP Number and “DO NOT OPEN”
- Vendor Name, License Number, Expiration Date & License Classification (if applicable)
- Other License data as required in Section 5.5 – Proposal Package

\_\_\_ No erasures on proposal documents.

**Correct Format:**

\_\_\_ One (1) Complete Original (*Section 5.5 & Attachment 6.2*)

\_\_\_ Original Signature on Original Proposal. NO copied or digital signatures (*Section 5.5 & Attachment 6.2*)

**2. Required Forms**

\_\_\_ Evidence of Business License (*Section 5.1*)

\_\_\_ Completed “Contact Information” form (*Attachment 6.1*)

\_\_\_ Signed and dated “Bid Form/Certification” form (*Attachment 6.2*)

\_\_\_ Complete “Reference” form (*Attachment 6.3*)

- Must meet the criteria established in Section 5.8 – Evaluation of Proposals.

\_\_\_ Signed and dated “Certification of Non-Collusion & Debarment or Suspension” form (*Attachment 6.4*)

\_\_\_ Signed and dated “Attestation Re Personnel” form (*Attachment 6.5*)

\_\_\_ Signed, dated and notarized “Drug Free Workplace Affidavit” form (*Attachment 6.6*)

\_\_\_ Signed and dated “IRS Form W-9” form (*Attachment 6.7*)

**\*This checklist does not represent a complete list of, or replacement for, the mandatory requirements listed in the RFP. This checklist is ONLY A TOOL meant to assist in the prevention of disqualification.**

**\*\*Notations on proposals that materials submitted be kept confidential will not be honored. All proposal documents and contracts become public record.**



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**Agenda Item Title:** Approve agreement with Palmer Hamilton for redesign of Hobgood Elementary and John Pittard Elementary Cafeterias

**Board Meeting Date:** May 28, 2024

**Department:** Finance

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Palmer Hamilton will provide new furniture and tailored graphics and designs pursuant to the specifications provided. These goods and services will be provided under the same terms and the same price as provided in Sourcewell Contract #040121-PHL. The proposed timeline has the Hobgood Elementary redesign beginning on September 6, 2024. There is currently not a proposed timeline for John Pittard Elementary.

### Staff Recommendation

Approve agreement with Palmer Hamilton for redesign of Hobgood Elementary and John Pittard Elementary Cafeterias

### Fiscal Impact

The total cost of these two redesigns is \$283,717.50. Funding will be coming from the Nutrition Department budget.

### Connection to MCS's Five-Year Strategic Plan

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

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



2552 South Church Street, Suite 100  
Murfreesboro, TN 37127-6342  
Phone: 615-893-2313  
Fax: 615-893-2352  
cityschools.net

MURFREESBORO CITY SCHOOLS  
AND  
PALMER HAMILTON LLC  
ACKNOWLEDGMENT OF COOPERATIVE PURCHASING AGREEMENT

Murfreesboro City Schools is a local education agency pursuant to Tennessee Code Annotated § 49-1-103(2). Murfreesboro City Schools entered into a cooperative agreement purchasing pursuant to Tennessee Code Annotated § 12-3-1203 to purchase from Sourcewell Contract #040121-PHL.

Murfreesboro City Schools agrees to purchase goods and services from Palmer Hamilton at the same price and under the same terms of the contract awarded under Sourcewell Contract #040121-PHL. Murfreesboro City Schools agrees to be financially and legally responsible for all goods and services purchased under the cooperative purchasing agreement.

MURFREESBORO CITY SCHOOLS

\_\_\_\_\_  
Dr. Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
Date

Approved as to Form: \_\_\_\_\_  
Lauren Bush, Assistant City Attorney

By signature below, Palmer Hamilton, LLC acknowledges that Murfreesboro City Schools is purchasing Dell Products and Services pursuant to Sourcewell Contract #040121-PHL and subject to the terms of the contract awarded. Palmer Hamilton, LLC agrees to make Murfreesboro City Schools aware of any substantive or legal changes to the contract referenced above, including termination of the agreement by either party.

Dell Marketing L.P.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



*Empowering Educators, Engaging Students*

**Sales Quotation** Page 1 of 9

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
  
2552 S. Church St  
Murphreesboro, TN 37127  
USA  
  
**Phone:** 615-893-2313  
**Fax:**

Date	Quote #
4/9/2024	RFQ-23786-R7B6

Project Name:	Hobgood Elementary School - TN
Quote Expires On:	6/9/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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**Sourcewell Account ID #: 10832**

**Delivered unit pricing per Palmer Hamilton's Sourcewell Contract #091423-  
PHL for Furniture Solutions with Related Accessories and Services, one  
location, tailgate delivery, ramp included.**

**Note: Off-loading, inside delivery, setting in place, assembly, and installation  
are not included in unit price.**

**Lead time is currently 12-14 weeks to ship from the factory for most standard  
products, plus 3-10 business days transit time for delivery.**

**Furniture - Capacity 288**

**Book 8421**

1	<b>59T122960RD-S8</b>	8 Stool Table 29"H x 60" dia. <i>Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: LOGO Laminate Choice: LOGO #3 &amp; 4 Edge: EdgeGuard Edge Color: Black (001) Stool Color: Black</i>	\$4,149.00	\$2,904.30	2	\$5,808.60
*NOTE: TOPS: (1) LOGO LAM #3, (1) LOGO LAM #4						
2	<b>59T0829120EL-S12</b>	12 Stool Table 29"H x 44"W x 120"L <i>Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: LOGO Laminate Choice: LOGO LAM #1 Edge: EdgeGuard Edge Color: Black (001) Stool Color: Black</i>	\$6,067.00	\$4,246.90	1	\$4,246.90



*Empowering Educators, Engaging Students*

**Sales Quotation** Page 2 of 9

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA  
  
**Phone:** 615-893-2313  
**Fax:**

Date	Quote #
4/9/2024	RFQ-23786-R7B6

Project Name:	Hobgood Elementary School - TN
Quote Expires On:	6/9/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
3	<b>60T23293012-S12</b>	12 Stool Table 29"H x 30"W x 12"L <i>Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: LOGO Laminate Choice: LOGO LAM #2 Edge: EdgeGuard Edge Color: Black (001) Stool Color: Gray</i>	\$5,066.00	\$3,546.20	4	\$14,184.80
4	<b>60T23293012-S12</b>	12 Stool Table 29"H x 30"W x 12"L <i>Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: Group 1 Laminate Choice: WA Dragon Fire 13088-60 Edge: EdgeGuard Edge Color: Black (001) Stool Color: Orange</i>	\$3,872.00	\$2,710.40	2	\$5,420.80
5	<b>60T23293012-S12</b>	12 Stool Table 29"H x 30"W x 12"L <i>Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: Group 1 Laminate Choice: WA Concord Grape 13098-60 Edge: EdgeGuard Edge Color: Black (001) Stool Color: Purple</i>	\$3,872.00	\$2,710.40	1	\$2,710.40
6	<b>60T23293012-S12</b>	12 Stool Table 29"H x 30"W x 12"L <i>Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: Group 1 Laminate Choice: WA Candy Apple 13096-60 Edge: EdgeGuard Edge Color: Black (001) Stool Color: Bright Elementary Red</i>	\$3,872.00	\$2,710.40	3	\$8,131.20
7	<b>60T23293012-S12</b>	12 Stool Table 29"H x 30"W x 12"L	\$3,872.00	\$2,710.40	3	\$8,131.20

**Sales Quotation** Page 3 of 9

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA  
  
**Phone:** 615-893-2313  
**Fax:**

Date	Quote #
4/9/2024	RFQ-23786-R7B6

Project Name:	Hobgood Elementary School - TN
Quote Expires On:	6/9/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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*Frame: Powdercoat  
Frame Color: Sparkle Silver-SS  
Laminate: Group 1  
Laminate Choice: WA Catalina 13092-60  
Edge: EdgeGuard  
Edge Color: Black (001)  
Stool Color: Elementary Blue*

8	<b>60T23293012-S12</b>	12 Stool Table 29"H x 30"W x 12'L	\$3,872.00	\$2,710.40	1	\$2,710.40
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*Frame: Powdercoat  
Frame Color: Sparkle Silver-SS  
Laminate: Group 1  
Laminate Choice: WA Blackbird 5024-60  
Edge: EdgeGuard  
Edge Color: Black (001)  
Stool Color: Black*

9	<b>60T23293010-S12</b>	12 Stool Table 29"H x 30"W x 10'L	\$3,534.00	\$2,473.80	1	\$2,473.80
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*Frame: Powdercoat  
Frame Color: Sparkle Silver-SS  
Laminate: Group 1  
Laminate Choice: WA Catalina 13092-60  
Edge: EdgeGuard  
Edge Color: Black (001)  
Stool Color: Elementary Blue*

10	<b>60T23293010-S12</b>	12 Stool Table 29"H x 30"W x 10'L	\$3,534.00	\$2,473.80	1	\$2,473.80
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*Frame: Powdercoat  
Frame Color: Sparkle Silver-SS  
Laminate: Group 1  
Laminate Choice: WA Candy Apple 13096-60  
Edge: EdgeGuard  
Edge Color: Black (001)  
Stool Color: Bright Elementary Red*

11	<b>60T23293010-S12</b>	12 Stool Table 29"H x 30"W x 10'L	\$3,534.00	\$2,473.80	2	\$4,947.60
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*Empowering Educators, Engaging Students*

**Sales Quotation** Page 4 of 9

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA  
  
**Phone:** 615-893-2313  
**Fax:**

Date	Quote #
4/9/2024	RFQ-23786-R7B6

Project Name:	Hobgood Elementary School - TN
Quote Expires On:	6/9/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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*Frame: Powdercoat  
Frame Color: Sparkle Silver-SS  
Laminate: Group 1  
Laminate Choice: WA Concord Grape 13098-60  
Edge: EdgeGuard  
Edge Color: Black (001)  
Stool Color: Purple*

12	<b>60T23293010-S12</b>	12 Stool Table 29"H x 30"W x 10'L	\$3,534.00	\$2,473.80	2	\$4,947.60
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*Frame: Powdercoat  
Frame Color: Sparkle Silver-SS  
Laminate: Group 1  
Laminate Choice: WA Dragon Fire 13088-60  
Edge: EdgeGuard  
Edge Color: Black (001)  
Stool Color: Orange*

13	<b>60T23293008-S08</b>	8 Stool Table 29"H x 30"W x 8'L	\$3,252.00	\$2,276.40	1	\$2,276.40
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*Frame: Powdercoat  
Frame Color: Sparkle Silver-SS  
Laminate: Group 1  
Laminate Choice: WA Blackbird 5024-60  
Edge: EdgeGuard  
Edge Color: Black (001)  
Stool Color: Black*

14	<b>60T23303012-S08</b>	8 Stool Table 30"H x 30"W x 12'L	\$3,872.00	\$2,710.40	1	\$2,710.40
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*Frame: Powdercoat  
Frame Color: Sparkle Silver-SS  
Laminate: Group 1  
Laminate Choice: WA Blackbird 5024-60  
Edge: EdgeGuard  
Edge Color: Black (001)  
Stool Color: Black*

15	<b>METHOD-18A-BLK-CHR</b>	Method 18 Inch High	\$298.00	\$208.60	4	\$834.40
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Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA  
  
**Phone:** 615-893-2313  
**Fax:**

Date	Quote #
4/9/2024	RFQ-23786-R7B6

Project Name:	Hobgood Elementary School - TN
Quote Expires On:	6/9/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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Shell Color: Black (BLK)  
Frame Color: Chrome (CHR)

**Decor**  
**Book #8421**

16	<b>AW1 Elevation A</b>	3M 480C Rough Wall / Direct Print with Overlam / Adhere to Wall with Heat / Overall Size 372.25"w x 103.375"h	\$11,520.00	\$8,064.00	1	\$8,064.00
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*\*NOTE: Wall Must be Free of Chipped Paint or Obstacles for Proper Adhesion\*\**

17	<b>AW2 Elevation B</b>	3M 480C Rough Wall / Direct Print with Overlam / Adhere to Wall with Heat / Overall Size 265.75"w x 103.375"h	\$12,940.00	\$9,058.00	1	\$9,058.00
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*\*NOTE: Wall Must be Free of Chipped Paint or Obstacles for Proper Adhesion\*\**

18	<b>AW4 LED Elevation C</b>	LIT 3mm Dibond / Direct Print /Amber LED Mounted Behind to Produce Halo Glow / Wall Mount w/ 2.5" Standoffs / Cut to Size and Shape / Overall Size 70"w x 58"h	\$9,055.00	\$6,338.50	1	\$6,338.50
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*\*NOTE: UL Certified Halo LIT LED Light Source. Includes Consumer Plug and Remote. Power Outlet Must be Within 48" of Piece. Any Power Run, Connection or Electrical Work to be Provided by School\*\* / NO VISIBLE SEAM REQUIRED\*\**

19	<b>AW3&amp;5 Elevation C</b>	6mm PVC / Direct Print / Cut to Shape / Wall Mount with Snap Caps / Mixed Sizes	\$3,285.00	\$2,299.50	1	\$2,299.50
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20	<b>AW6a-d Column</b>	6mm PVC / Direct Print / Cut to Shape / Wall Mount with Snap Caps / Size each 15.75"w x 103.375"h / LOT of (8)	\$9,725.00	\$6,807.50	1	\$6,807.50
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*\*NOTE: Provide Silver L- Channel for Corners(8)\*\**





*Empowering Educators, Engaging Students*

**Sales Quotation** Page 6 of 9

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA  
  
**Phone:** 615-893-2313  
**Fax:**

Date	Quote #
4/9/2024	RFQ-23786-R7B6

Project Name:	Hobgood Elementary School - TN
Quote Expires On:	6/9/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
21	<b>AW7a-d Columns</b>	6mm PVC / Direct Print / Cut to Shape / Wall Mount with Snap Caps / Mixed Sizes / LOT of (4)	\$7,305.00	\$5,113.50	1	\$5,113.50
*NOTE: Provide Silver L- Channel for Corners(4)** / Will Require Field Cutting Around Half- Wall**						
22	<b>AW8 Elevation G</b>	6mm PVC / Direct Print / Cut to Shape / Wall Mount with Snap Caps / Overall Size 95"w x 47"h	\$3,640.00	\$2,548.00	1	\$2,548.00
23	<b>AW9 Elevation H</b>	6mm PVC / Direct Print / Cut to Shape / Wall Mount with Snap Caps / Overall Size 95"w x 47"h	\$3,640.00	\$2,548.00	1	\$2,548.00
24	<b>Paint Fee</b>	Painting Services	\$0.00	\$17,135.00	1	\$17,135.00
25	<b>Installation Services</b>	Off-loading, inside delivery, setting in place, assembly, and installation by Palmer Hamilton authorized installer. Dumpster to be provided by school or district.	\$0.00	\$12,095.00	1	\$12,095.00
*NOTE: Installation includes: Meeting and unloading of the truck; Removal of old product and cardboard from new product into a dumpster provided by school or dealer; Installation of new product; Training of personnel, if available. Installation does NOT INCLUDE: Dumpsters; prevailing wage, any floor or tile work; any trim work or painting around the wall pocket; stairs; moving of electrical or other obstructions; any unforeseen problems not identified in the site survey; damaged block due to removal. Sourced Good/Open Market Item "Not on Sourcewell Contract**						
26	<b>Additional discount</b>	Additional discount based on products, models, quantities quoted and freight savings	\$0.00	(\$23,000.00)	1	(\$23,000.00)



*Empowering Educators, Engaging Students*

**Sales Quotation** Page 7 of 9

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA  
  
**Phone:** 615-893-2313  
**Fax:**

Date	Quote #
4/9/2024	RFQ-23786-R7B6

Project Name:	Hobgood Elementary School - TN
Quote Expires On:	6/9/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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Please provide a receiving contact name, e-mail address, and phone number for scheduling the delivery. This contact needs to be available during the workday and, also, during nights and weekends to schedule the delivery, if necessary.

Lead times may vary and will be based on receipt of purchase order with full product information, full color information, artwork and color approvals, material availability, and the production schedule availability at the time order is received.

Lead time is currently 12-14 weeks to ship from the factory for most standard products, plus 3-10 business days transit time for delivery.

Friday deliveries are subject to a 10-20% freight charge increase due to additional carrier back haul costs.

\*The freight quote provided is an estimate. Freight will be recalculated and billed at time of shipment\*



*Empowering Educators, Engaging Students*

**Sales Quotation** Page 8 of 9

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA  
  
**Phone:** 615-893-2313  
**Fax:**

Date	Quote #
4/9/2024	RFQ-23786-R7B6

Project Name:	Hobgood Elementary School - TN
Quote Expires On:	6/9/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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Each Sourcwell participating Entity is responsible for supplying Palmer Hamilton with valid tax-exemption certification(s). When ordering, the participating entity must indicate if it is a tax-exempt entity. CUSTOM LOGO LAMINATES WILL INCREASE LEAD TIME. Final logo approval must be received prior to beginning production of any order.

Chrome Frames will extend the lead time by two weeks.

Purchase order should reference Sourcwell Participating Entity ID#, Contract Quote Number, and be issued directly to:

Palmer Hamilton LLC  
143 S. Jackson St.  
Elkhorn, WI 53121

Kneeland Wright  
School & Office Supply  
Palmer Hamilton Dealer of Record

Sub Total	\$121,015.30
Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$121,015.30</b>

Delivered unit pricing to Murphreesboro, TN 37130 per Palmer Hamilton's Sourcwell Contract # 091423-PHL for Furniture Solutions with Related Accessories and Services; one location, tailgate delivery, blanket wrapped, ramp included.

Note: Off-loading, inside delivery, setting in place, assembly, and installation are not included in unit price.

# C01



*Empowering Educators, Engaging Students*

**Sales Quotation** Page 9 of 9

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA  
  
**Phone:** 615-893-2313  
**Fax:**

Date	Quote #
4/9/2024	RFQ-23786-R7B6

Project Name:	Hobgood Elementary School - TN
Quote Expires On:	6/9/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
------	--------	-------------	-----------	----------	-----	------------

- Lead Time:** Lead time may be affected by material availability and the production schedule at the time the order is received.
- Fabric:** Production lead time will be extended during the fabric selection approval process. Lead times for upholstered product are calculated from the date all fabric has been received.
- Prices:** Prices are effective for 60 days from the Sales Quotation date.
- Delivery:** Delivery date is an estimate and is based on current lead time at the time an order is received.
- Sales Tax:** Sales tax is not included in the quote unless specifically identified. Any applicable sales tax will be added at time of invoicing.
- Installation:** Installation charges are not included in the above price unless expressly noted.
- Dumpster:** Unless noted in quote, dumpsters and trash haul away are not part of any provided installation pricing. Any waste, dunnage or packaging materials from delivery and installation will be compacted and neatly left on site.
- Freight Rates:** **Shipping amounts are estimates only and are FOB plant. If this quote has expired, current rates will be charged at time of shipment.**  
Freight rates are based on LTL carrier, blanket-wrapped product, tailgate delivery to one location only, including a ramp, unless otherwise noted. Additional charges for multiple stops will apply. Cartoning/skidding is available for an additional charge. Special delivery arrangements may be made for an additional charge.
- Terms and Conditions:** Please read this entire quote carefully, as it is your responsibility to provide us with accurate information. Subsequently, if any revisions occur, there may be a delay in order fulfillment and additional charges may apply.

**All purchase orders are subject to credit approval.**  
\*Any payments made by credit card may be subject to a convenience fee.  
Upon receipt of a purchase order and acknowledgement of delivery date, storage fees may apply if customer delays delivery for any reason.

Accepted By (Signature)

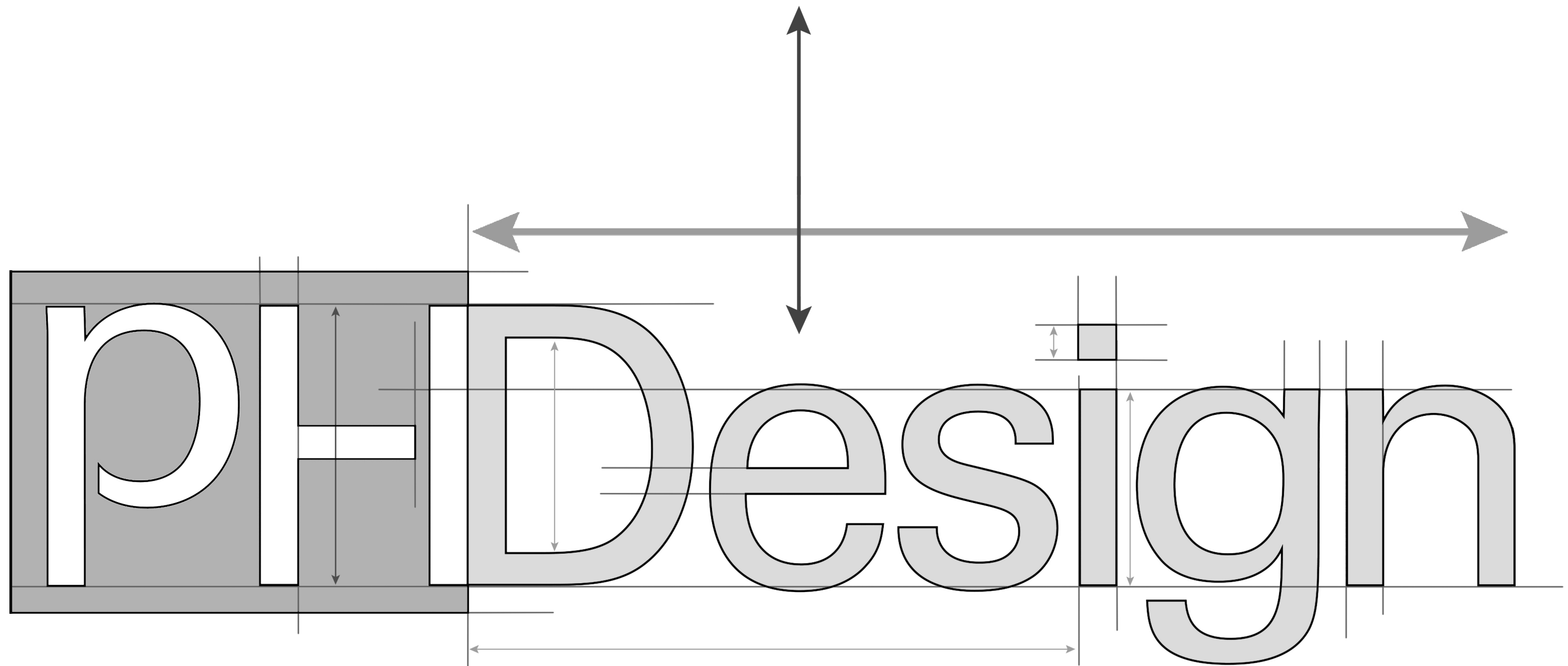
Print Name

Title

Date

**Approved as to Form:**

**Lauren Bush, Assistant City Attorney**



Exclusively For:  
**John Pittard  
Elementary School**

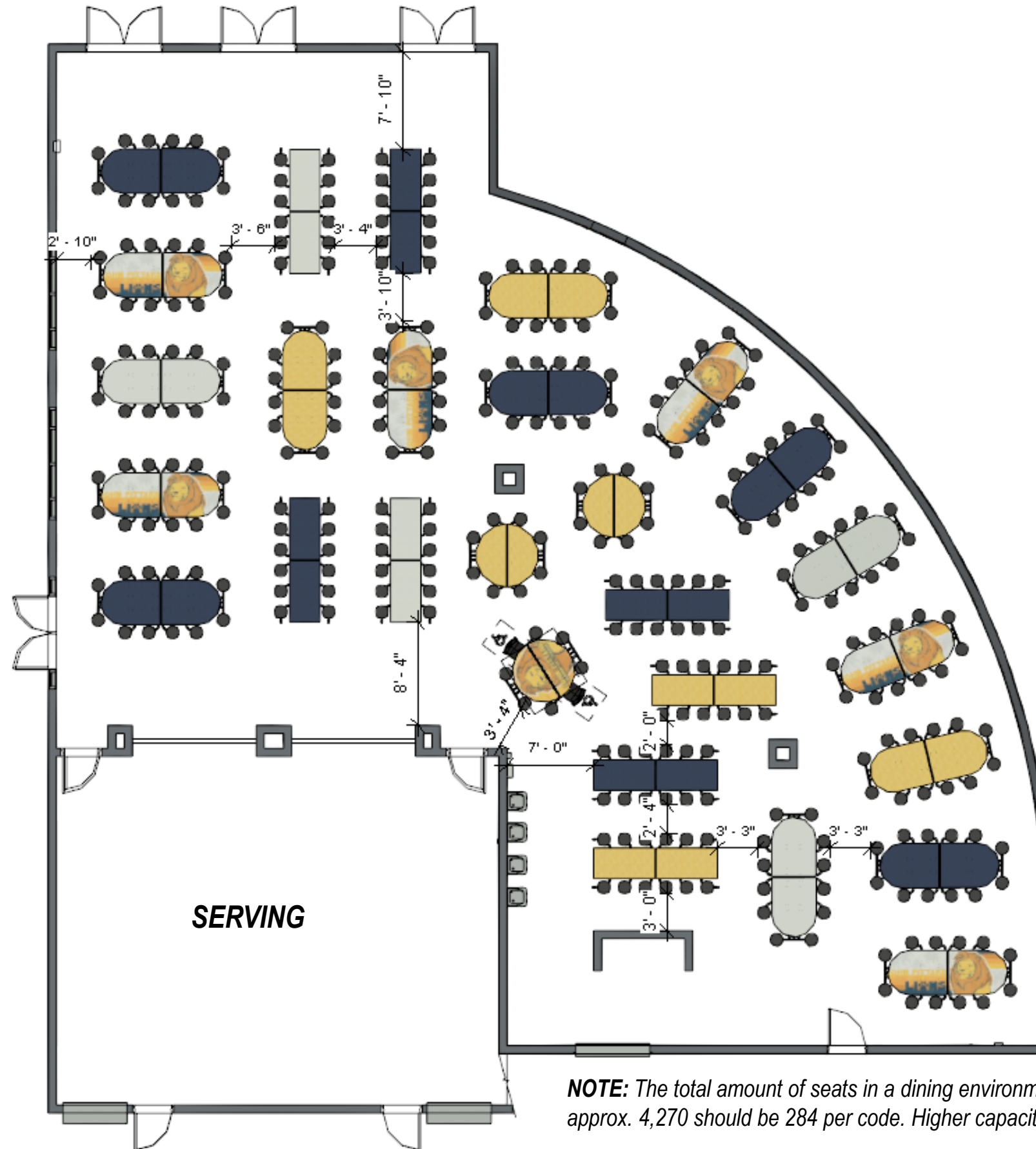
Dealer is responsible for verifying all dimensions needed for furniture & decor in this book prior to PO.

**VERIFIED MEASUREMENTS  
REQUIRED**

Date Measured: \_\_\_\_\_  
Initials: \_\_\_\_\_

**CAPACITY SHOWN: 324**

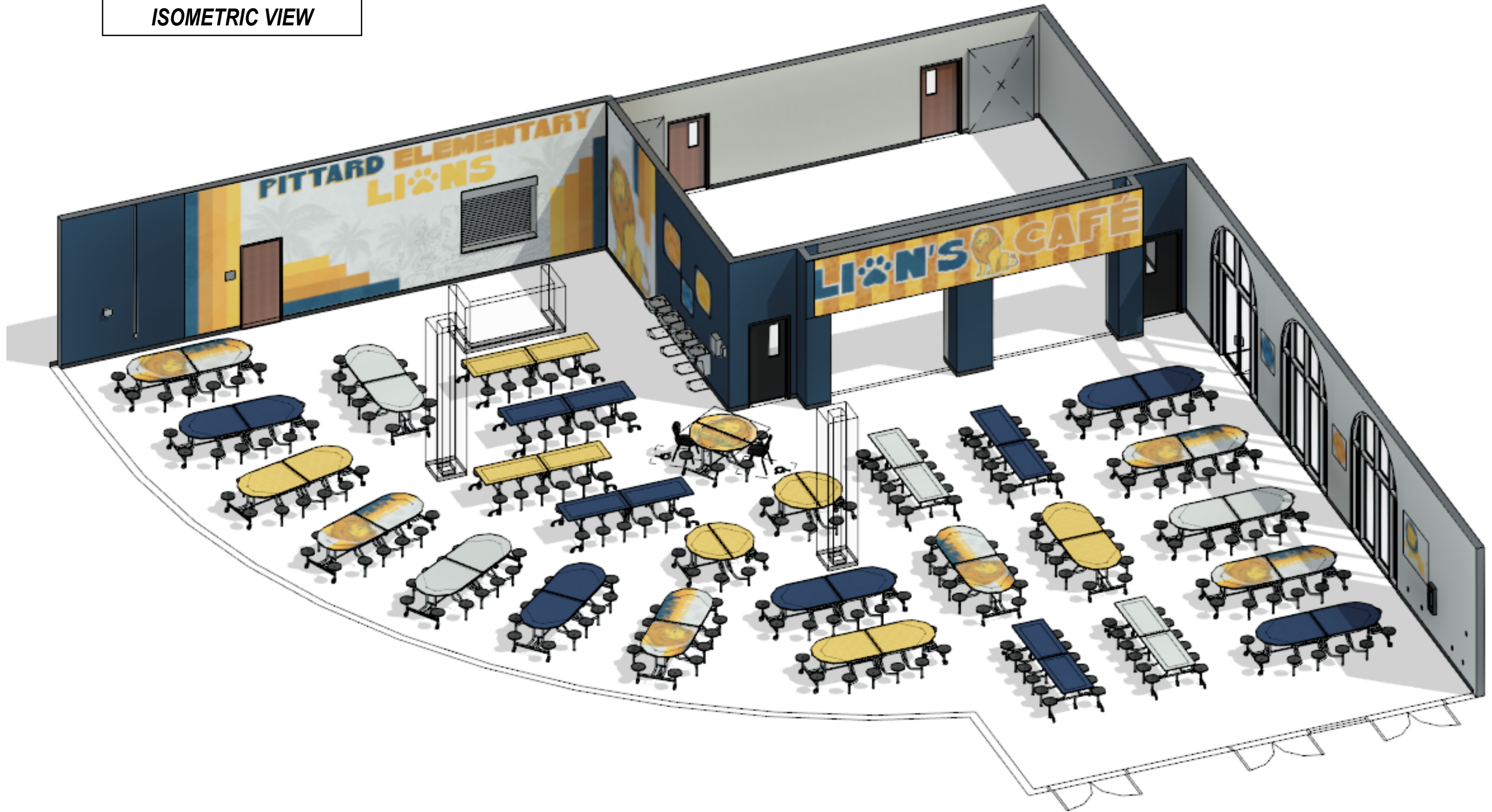
**NOTE:** Layout includes 2 ADA spots.  
School is responsible to indicate if additional  
ADA spots are required.



**NOTE:** The total amount of seats in a dining environment with a square footage of approx. 4,270 should be 284 per code. Higher capacity provided per client's request.



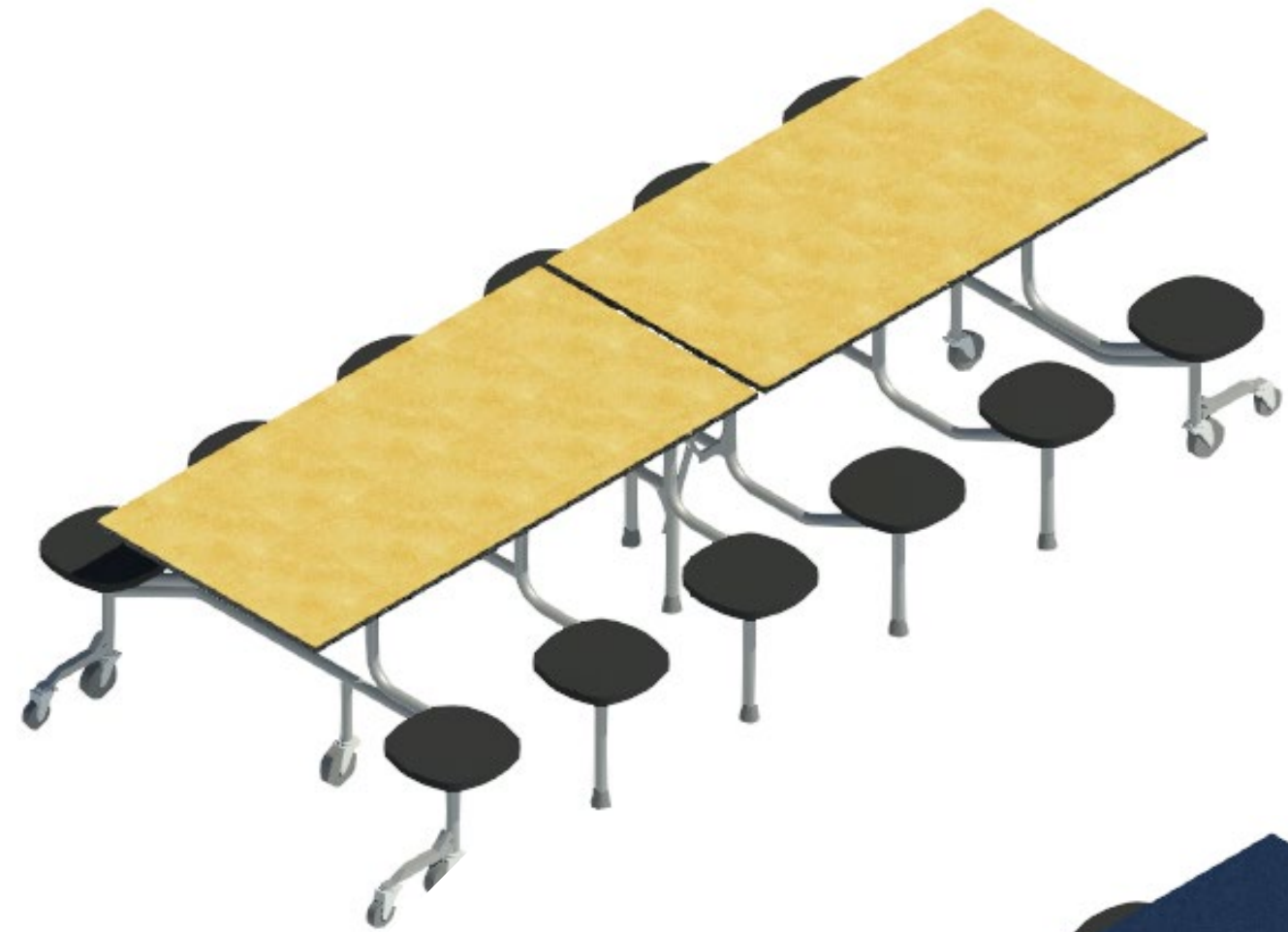
ISOMETRIC VIEW





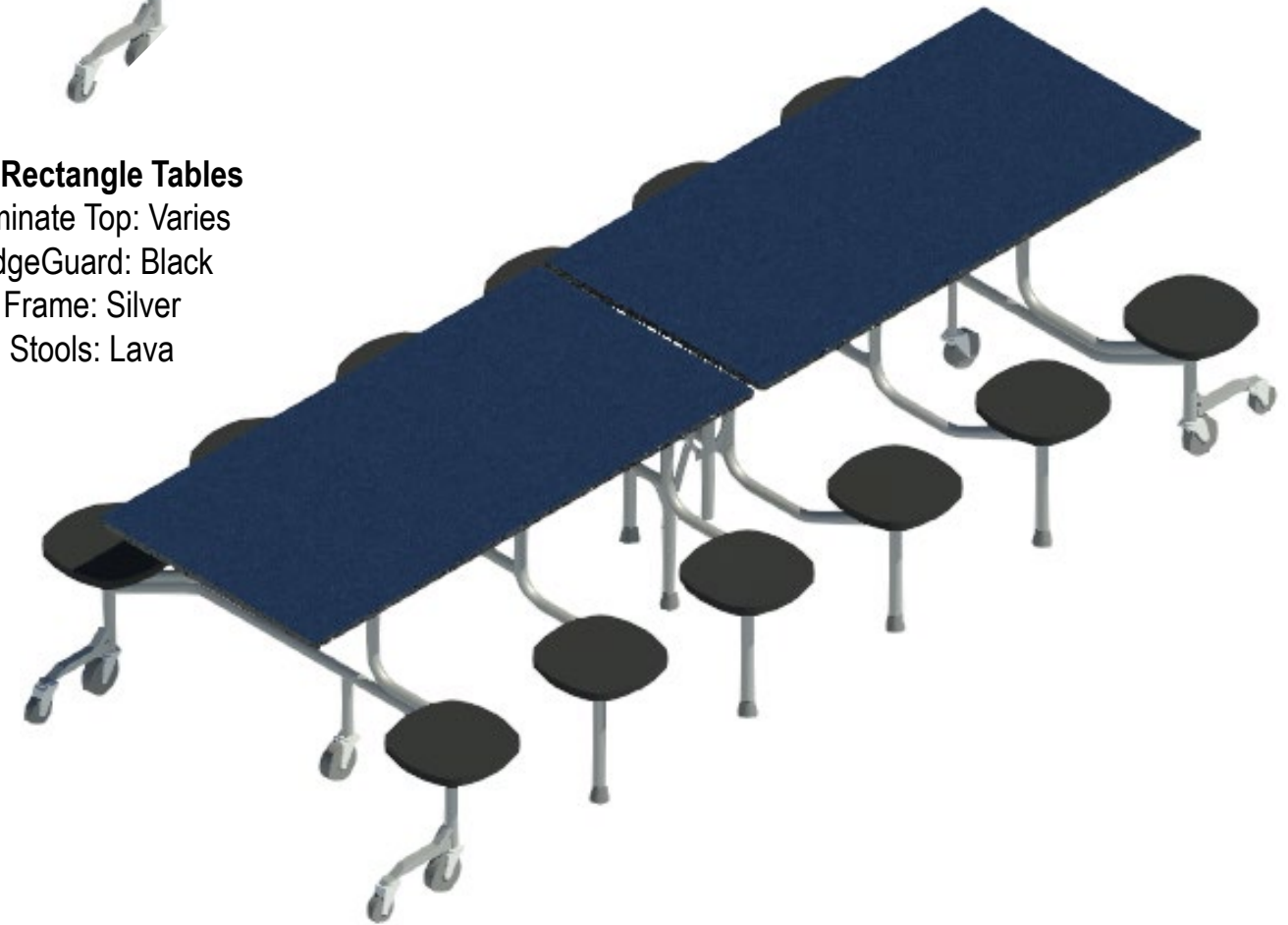
**59T Elongated Tables**

Laminate Top: Varies  
EdgeGuard: Black  
Frame: Silver  
Stools: Lava



**60T Rectangle Tables**

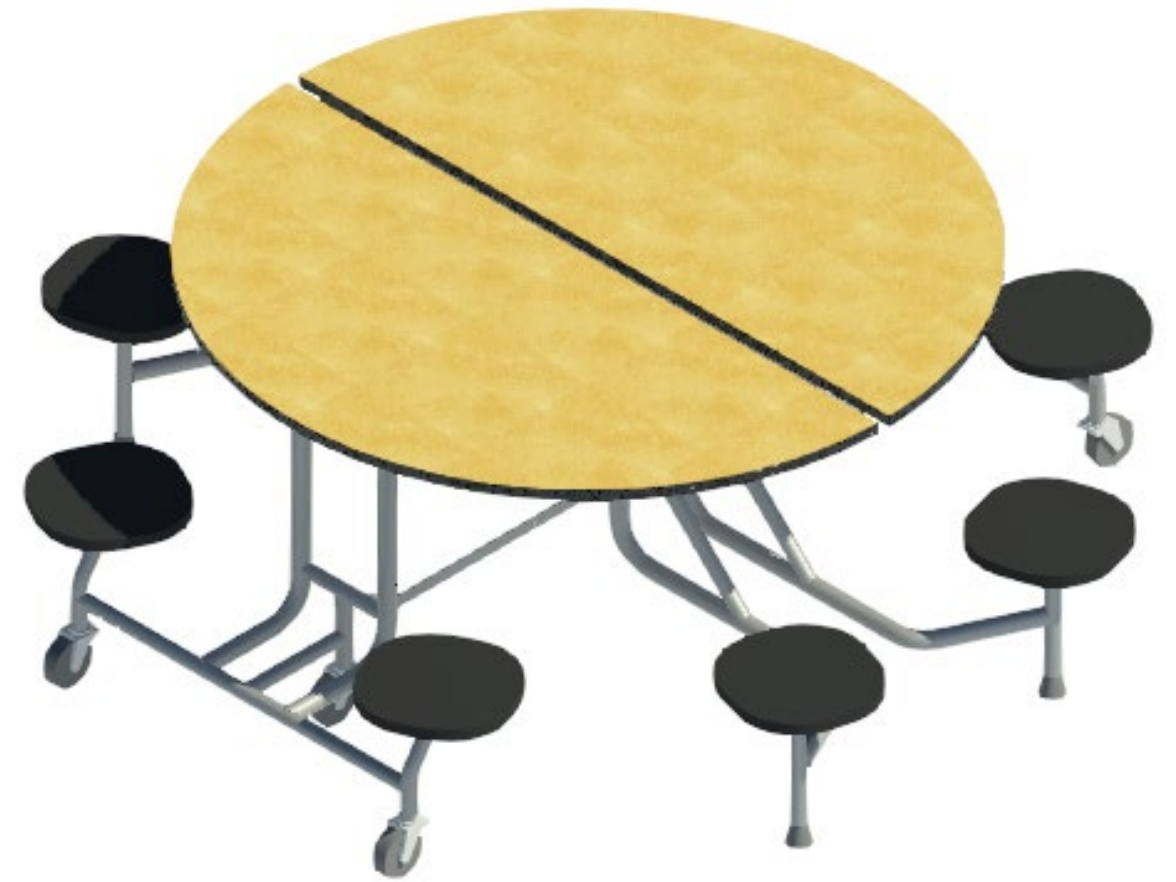
Laminate Top: Varies  
EdgeGuard: Black  
Frame: Silver  
Stools: Lava







**59T Round Tables**  
 Laminate Top: Varies  
 EdgeGuard: Black  
 Frame: Silver  
 Stools: Lava



**Method Chairs  
 (At ADA Spots)**  
 Seat: Black  
 Frame: Chrome





**LAMINATE #1**  
WA Aster  
13099-60



**LAMINATE #2**  
WA Maroochy Brush  
4745-60



**LAMINATE #3**  
WA Handspun Pearl  
5033-38



**STOOL #1**  
Lava  
\*frames will be silver



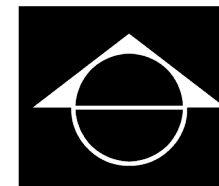
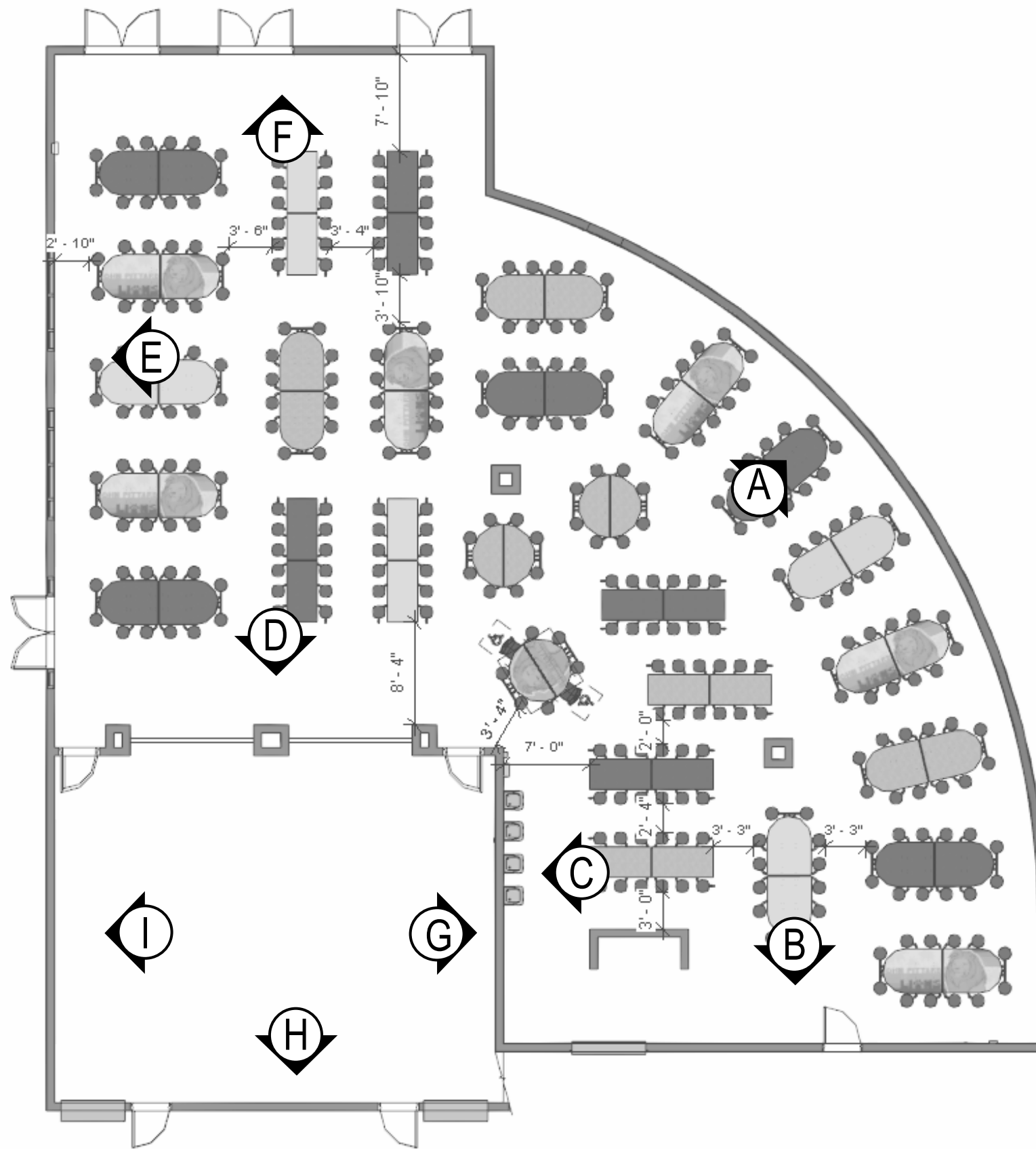
**Logo Laminate #1**  
59T Elongated

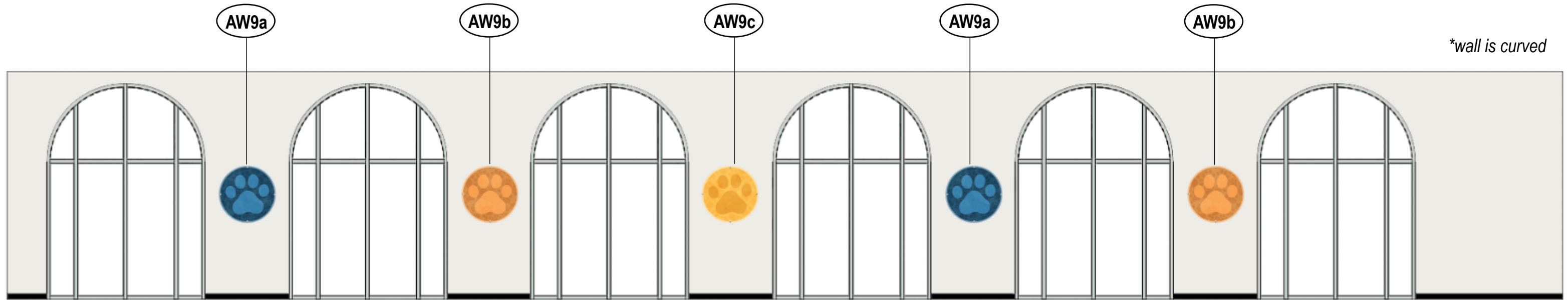


**Logo Laminate #2**  
59T Round



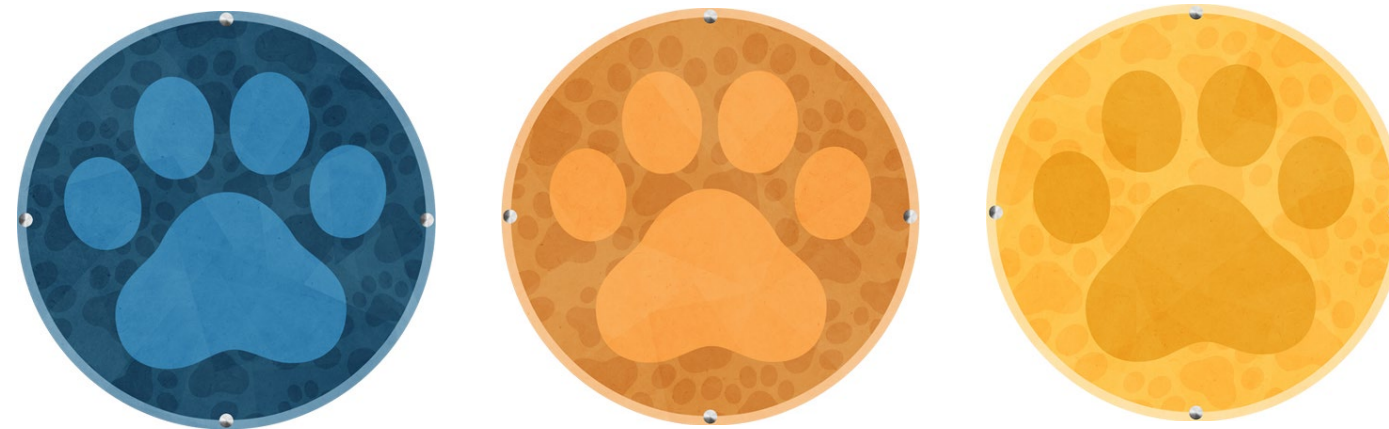
**ELEVATION PLAN**





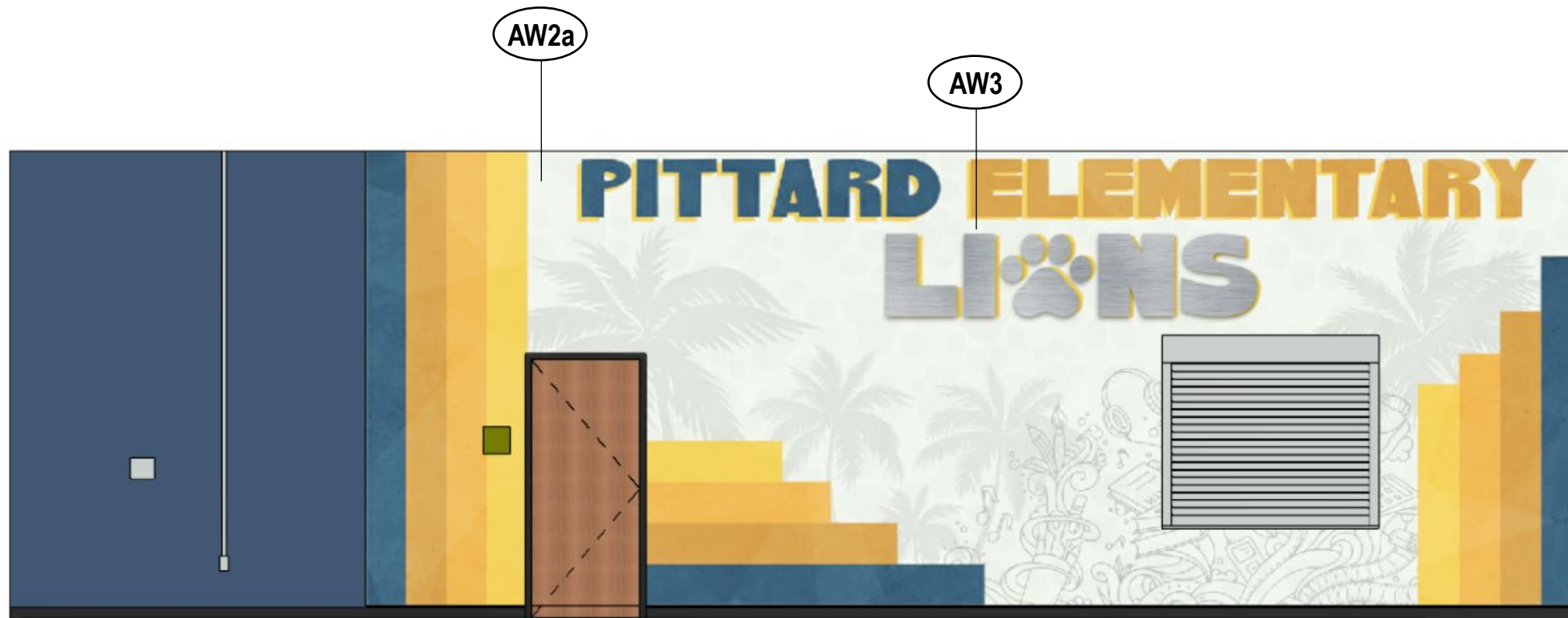
**A** INTERIOR ELEVATION A  
John Pittard ES

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting  
\*existing shades over windows to remain – not shown on elevation

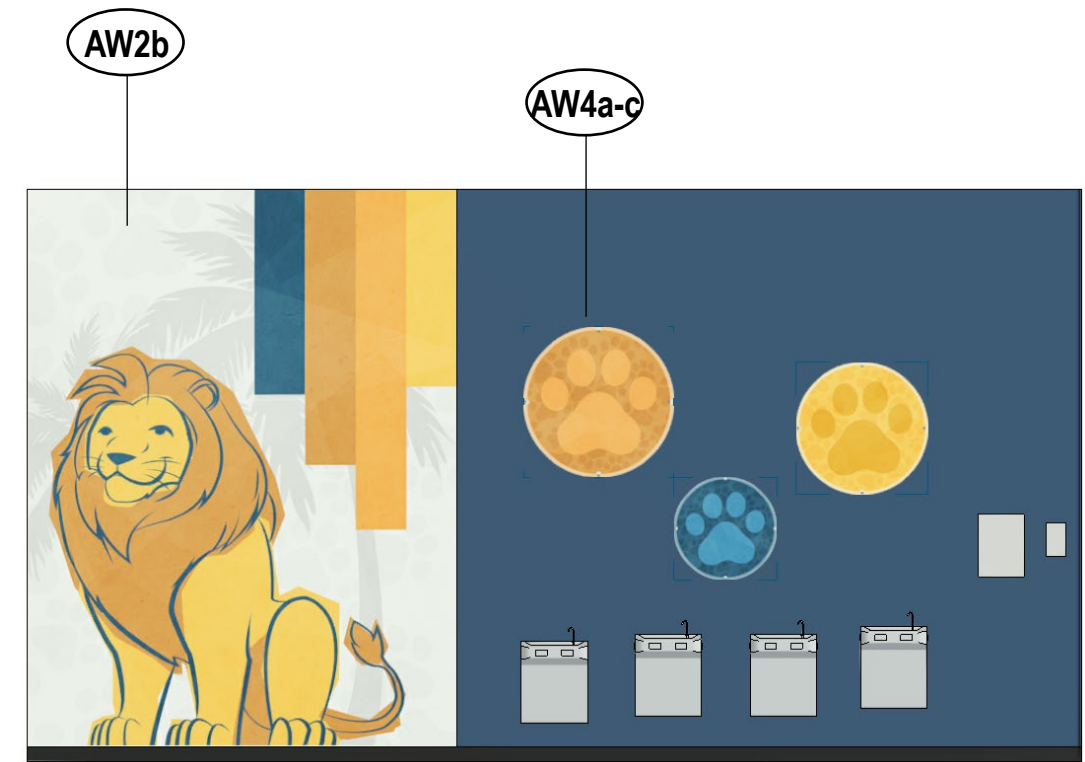


**AW9a-c**  
Direct Print on 6mm White PVC  
Wall Mounted w/ 1" Standoffs  
Cut to Shape

Overall Size, each: 32" Dia

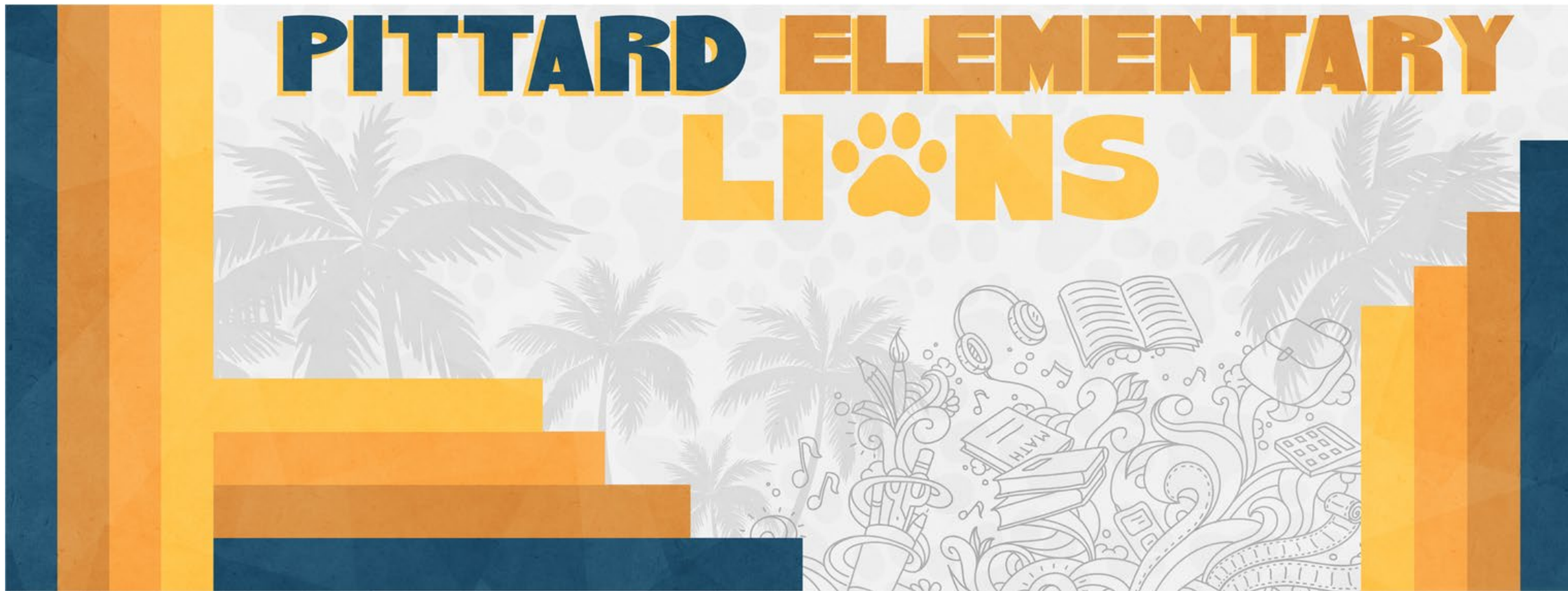


**B** INTERIOR ELEVATION B  
John Pittard ES



**C** INTERIOR ELEVATION C  
John Pittard ES

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting



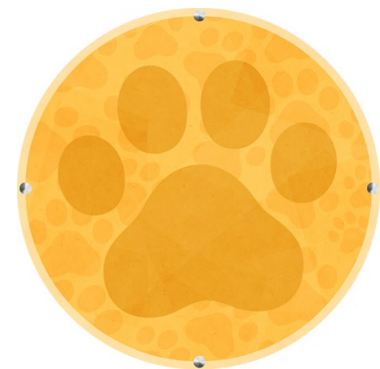
**AW2a-b**

Direct print on 3M 480c Roughwall w/Overlam  
 Adhered to Wall w/High Heat  
 Overall Size, AW2a: 403.875"W x 151"H  
 Overall Size, AW2b: 116.5"W x 151"H

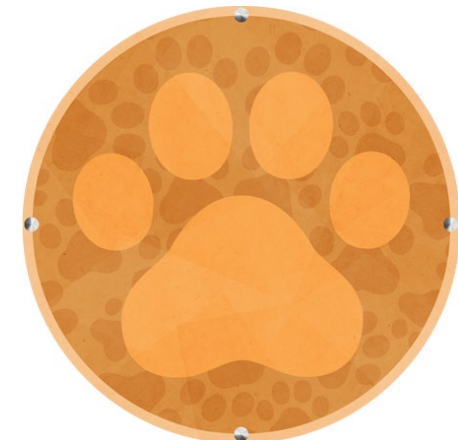


**AW3**

Direct Print on 3mm Silver Dibond  
 Cut to Shape  
 Mounted to the Wall w/ Aluminum Screw Caps  
 Overall Size: 122.58"W x 27.25"H



AW4c: 36"Dia



AW4a: 41"Dia

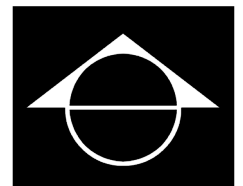
**AW4a-c**  
 Second Surface Print on Clear Acrylic  
 Wall Mounted w/ 1" Standoffs  
 Cut to Shape



AW4b: 28"Dia

Overall Size, each: as noted







**D** INTERIOR ELEVATION D  
John Pittard ES

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting



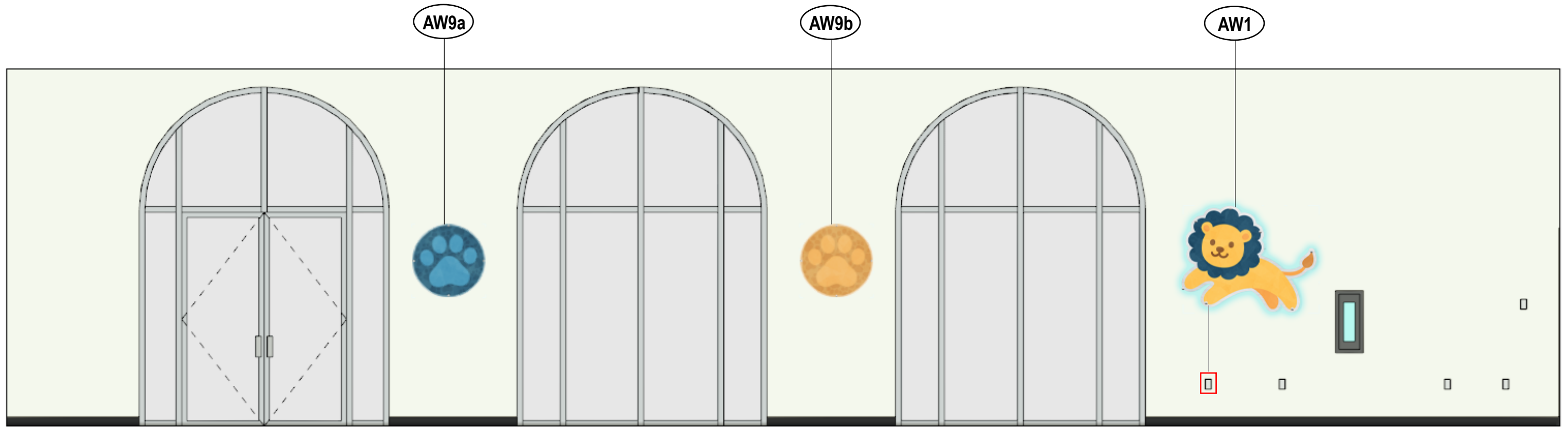


**AW5a-c**

Direct print on 6mm White PVC  
Wall Mounted with Snap Caps  
& Silver L-Channel for Returns

*Overall Size: 321.875"W x 59.875"H  
(Returns 22.125"W x 59.875"H)*





NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting  
 \*existing shades over windows to remain – not shown on elevation

**E** INTERIOR ELEVATION E  
 John Pittard ES



**AW1: LED (Choose Option)**

Direct Print on 3mm Silver Dibond w/Spot White Ink

Cut to Shape

Mounted to the Wall on 2.5" Standoffs

UL Certified RGB LED's Halo-Lit

Powered by Remote Control

PH to Supply Wire Channel

*\*All wiring required to be completed by school.*

*\*Must plug in to standard outlet within 4' of artwork.*

*Recommended outlet shown on elevations. School is responsible to ensure outlets are functional.*

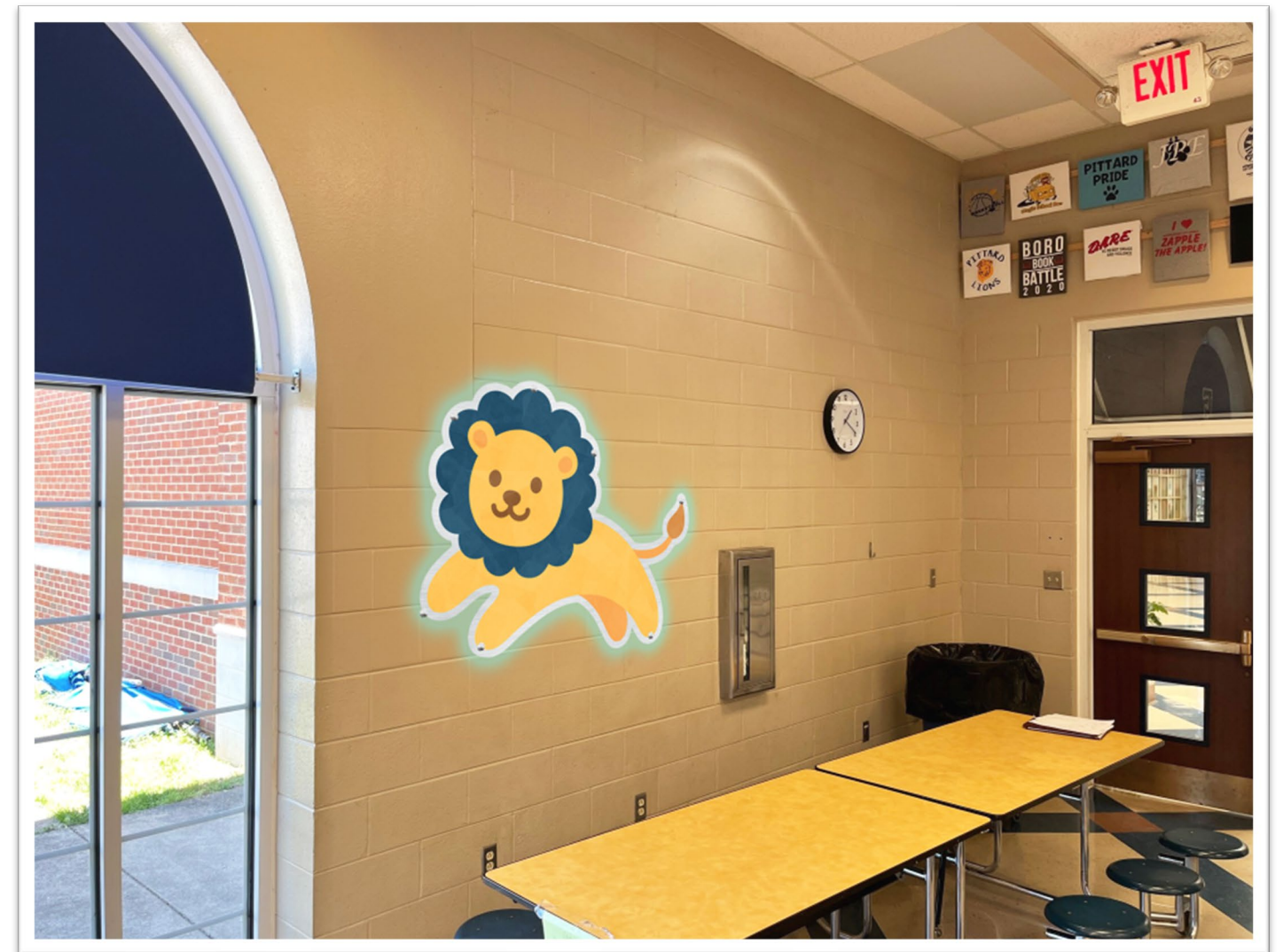
*Overall Size: 47"Diameter (option 1)*

*59"W x 47"H (option 2)*



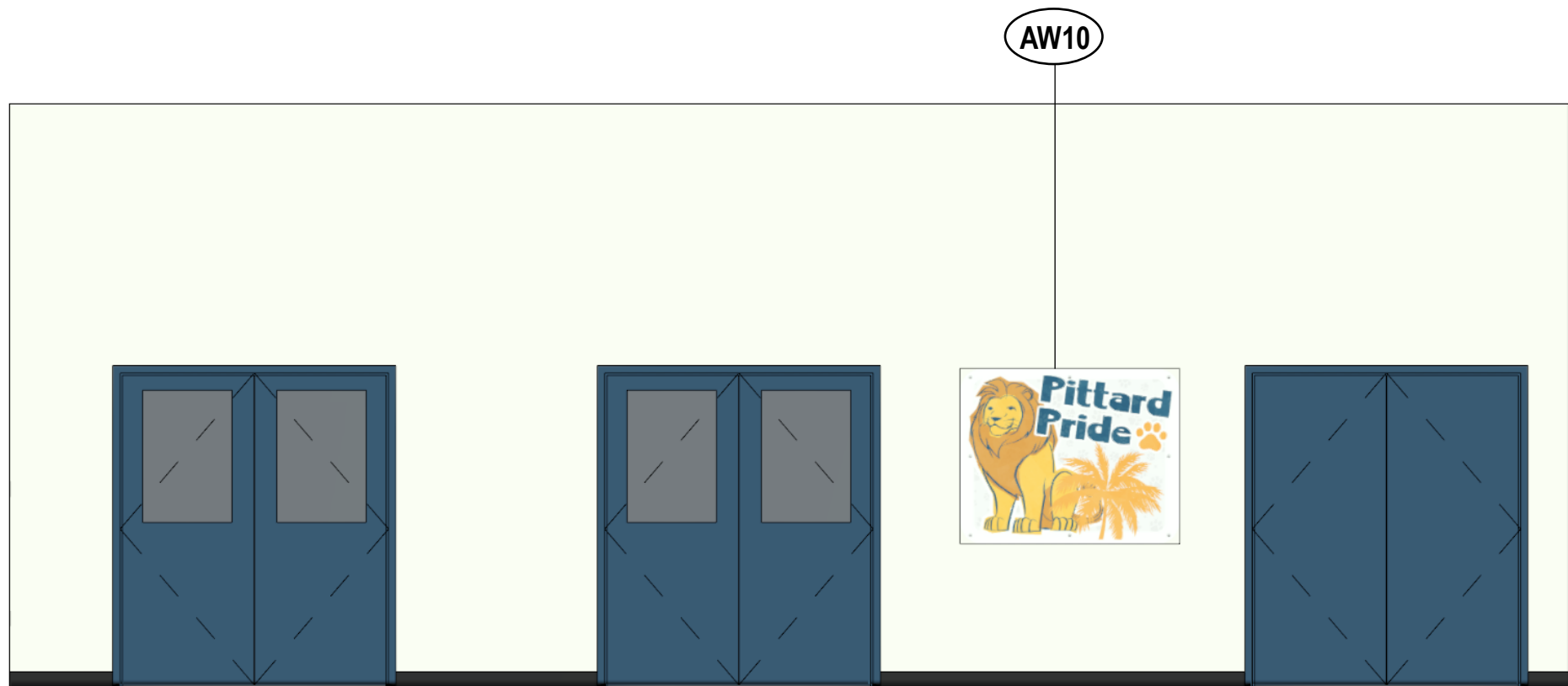


**E** INTERIOR ELEVATION E – OPTION 1 ✓  
John Pittard ES



**E** INTERIOR ELEVATION E – OPTION 2  
John Pittard ES

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting



**F** INTERIOR ELEVATION F  
John Pittard ES

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting



**AW10**  
Second Surface Print on 6mm Clear Acrylic  
Cut to Shape (Rounded Corners)  
Wall Mounted w/2" Standoffs  
\*grey to show art  
  
Overall Size: 59"W x 47"H

AW6



G

INTERIOR ELEVATION G

John Pittard ES

AW7

AW8

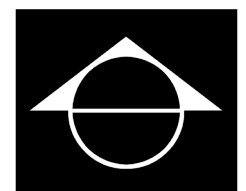


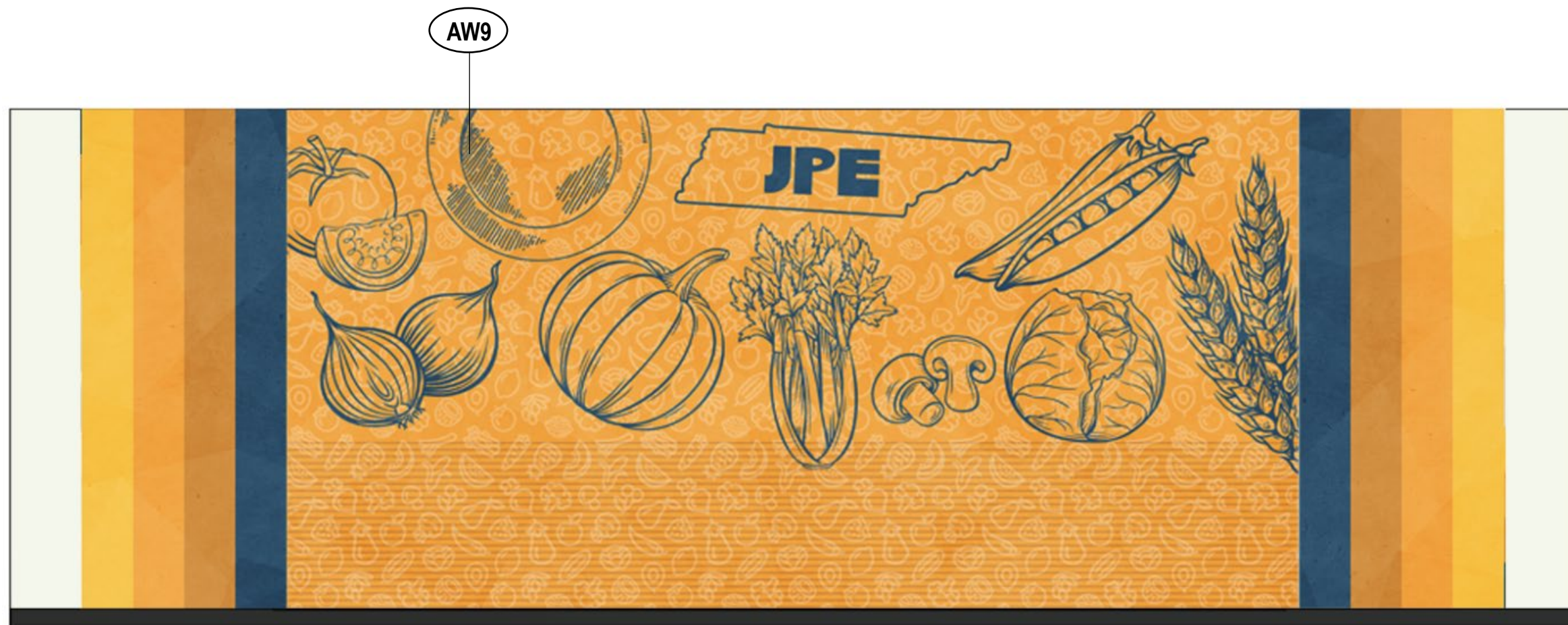
H

INTERIOR ELEVATION H

John Pittard ES

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting





**I** INTERIOR ELEVATION I  
John Pittard ES

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting



**AW6 & AW9**

Direct print on 3M 480c Roughwall w/Overlam

Adhered to Wall w/High Heat

\*Lower half to have clear polycarb protective layer

Overall Size, Each: 288"W x 107.5"H







**AW7**

Direct print on 3M 480c Roughwall w/Overlam  
Adhered to Wall w/High Heat

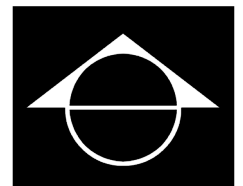
Overall Size: 281"W x 68"H



**AW8**

Direct print on 6mm White PVC  
Cut to Shape & Fitted w/Clock Hands  
and Battery Housing Unit  
Wall Mounted

Overall Size: 30" Dia





**School** is responsible for materials and labor

**PH** is responsible for materials and labor

**PREPARATION**

Walls need to be properly prepped and sanded for proper paint adhesion. We then recommend at least one coat of standard Bonding Primer.

**PAINT & SHEEN**

We recommend all paint is Pre-Cat latex epoxy paint (all single component) in a satin sheen. These recommendations are not a requirement if the paint professional has reasoning for a different specification.



## PROJECT HISTORY

PRELIM DATE: 03.07.24

REVISION 1: 03.13.24

- Added furniture
- Revised elevations (Added Elev. A & Updated Elev. E)
- Added AW9 art pieces

REVISION 2: 04.02.24

- Furniture revised to 17 elongated tables, 8 rectangle, and 3 round (no benches)
- New graphic added (AW10) on Elevation F

### FINAL BOOK APPROVAL

\*Signing below indicates all project furniture quantities, colors, laminates, paint, graphic content & all other design elements have been reviewed and will receive no additional revisions. Any revisions requested beyond final book approval will incur additional charges and extended lead times.

\*\*Client indicates an understanding that materials, colors, and artwork in this book are digital representations only and there may be variation in appearance due to screen calibration and/or color print anomalies.

Print Name: Sandy Scheele Title: Supervisor of Nutrition

Signature: *Sandy Scheele* Date: 4-2-24



# TERMS & CONDITIONS

## TRASH REMOVAL

Dumpsters and trash haul away are not part of any provided installation pricing. Any waste, dunnage or packaging materials from delivery and installation will be compacted and neatly left on site. If dumpsters are required, special arrangements will be made with costs included on quote.

## NEW or REMODEL PROJECTS

Palmer Hamilton is NOT responsible for site verifications unless they have entered into a design agreement contract with the customer. Dealer/end-user takes full responsibility of ensuring furniture and décor will fit. Please *verify* room dimensions prior to ordering. If drawing was scaled, traced or copied, please field verify all room dimensions for accuracy. If field dimensions can not be obtained, late shipments may occur. Do not scale off these plans. If scaled plans are needed, please contact the project manager.

Palmer Hamilton is not responsible for changes, or deletions not reviewed and approved in advanced by Palmer Hamilton.

If half-walls or furnishings are to be clipped-down to floor, the Dealer/End-user is responsible to inform Palmer Hamilton of the locations. Palmer Hamilton is not responsible or liable for any electrical or plumbing that may be in the floors.

Please advise Palmer Hamilton if there is Asbestos in or around the location of the installation.

## ADA COMPLIANT SEATING

A minimum of 5% but not less than one table shall be placed for wheelchair compliance. Palmer Hamilton is not responsible if the client has requested to provide less than this number in their facility. It is the responsibility of the end user to meet the compliancy standards.

It is also the responsibility of the end user to know their fire code capacity limits.

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Palmer Hamilton will suggest and supply the light fixtures if requested by the customer.

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School is responsible for cleaning of windows for window cling installation. If windows are not cleaned prior to installation, Palmer Hamilton will assess an additional charge for cleaning.

School is responsible for removing any window treatments that are not staying in new design.

## WALLS

School is responsible for cleaning walls of any and all hooks, bulletin boards not remaining in design, loose wiring, removable clocks, conduit if not necessary.

Repair/Patching of any broken drywall and cracks in CMU, prior to installation.

Any newly constructed walls must be primed and painted prior to installation.

Any painting that is not supplied by Palmer Hamilton needs to be completed fourteen (14) days prior to our installation to properly cure.

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Palmer Hamilton does not sell or install standard ceiling tiles. Palmer Hamilton will remove or replace tiles if it is part of a décor item only. Our installers will only install any décor that might be attached to the ceiling and not to the tile grid for safety reasons as required.

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Palmer Hamilton may specify a suggested flooring, but takes no liability in regard to floor performance, installation, and/or upkeep.

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If Nonstandard glides are needed, it is the responsibility of the end-user to inform Palmer Hamilton of the type needed and cost will be added to the quote.

Vinyl Base trim must be completed prior to Palmer Hamilton furniture installation, unless the decision was made during the design phase by the client to have Palmer Hamilton installers install the base trim.

## EXISTING EQUIPMENT AND FURNITURE

Please remove all equipment and furniture that is not to be in the new design plan prior to Palmer Hamilton's arrival.



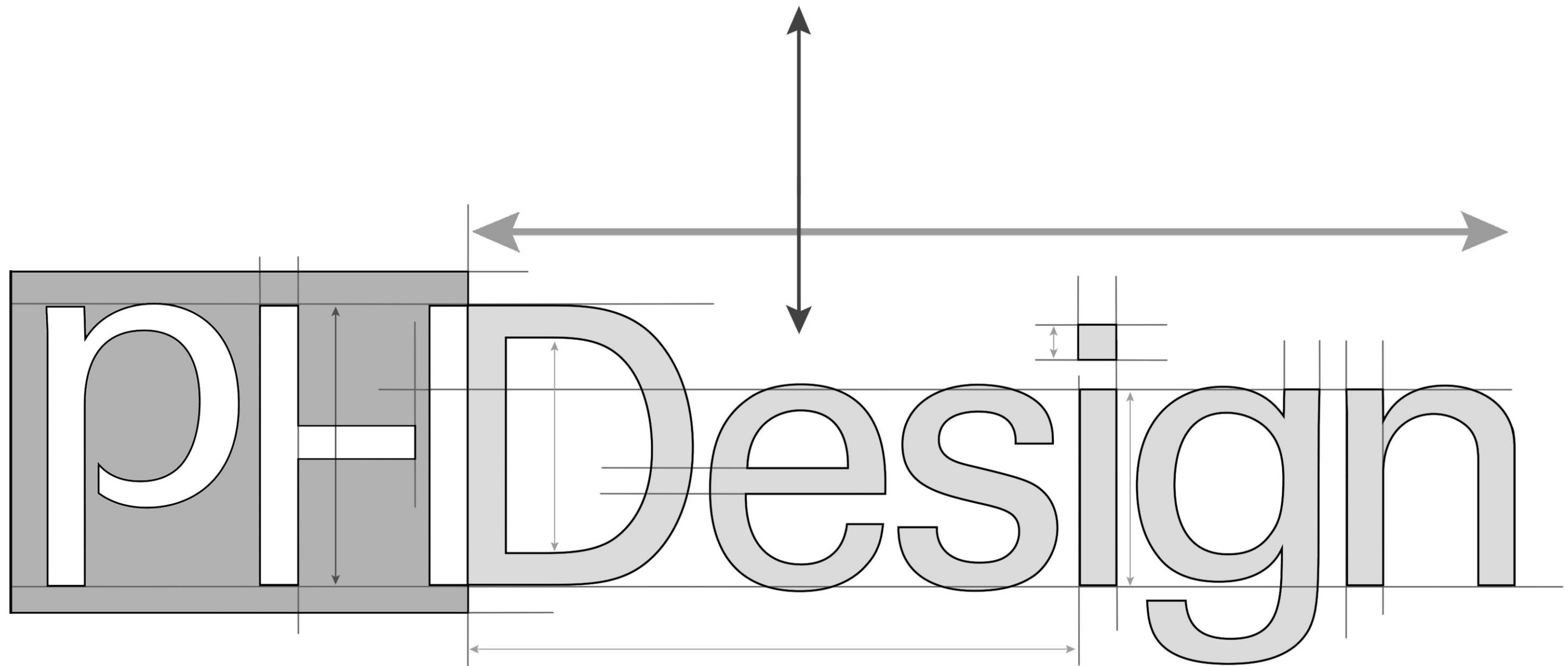
I agree to terms & conditions

Signature

*Sandy Scheele*

Date: 4-2-24



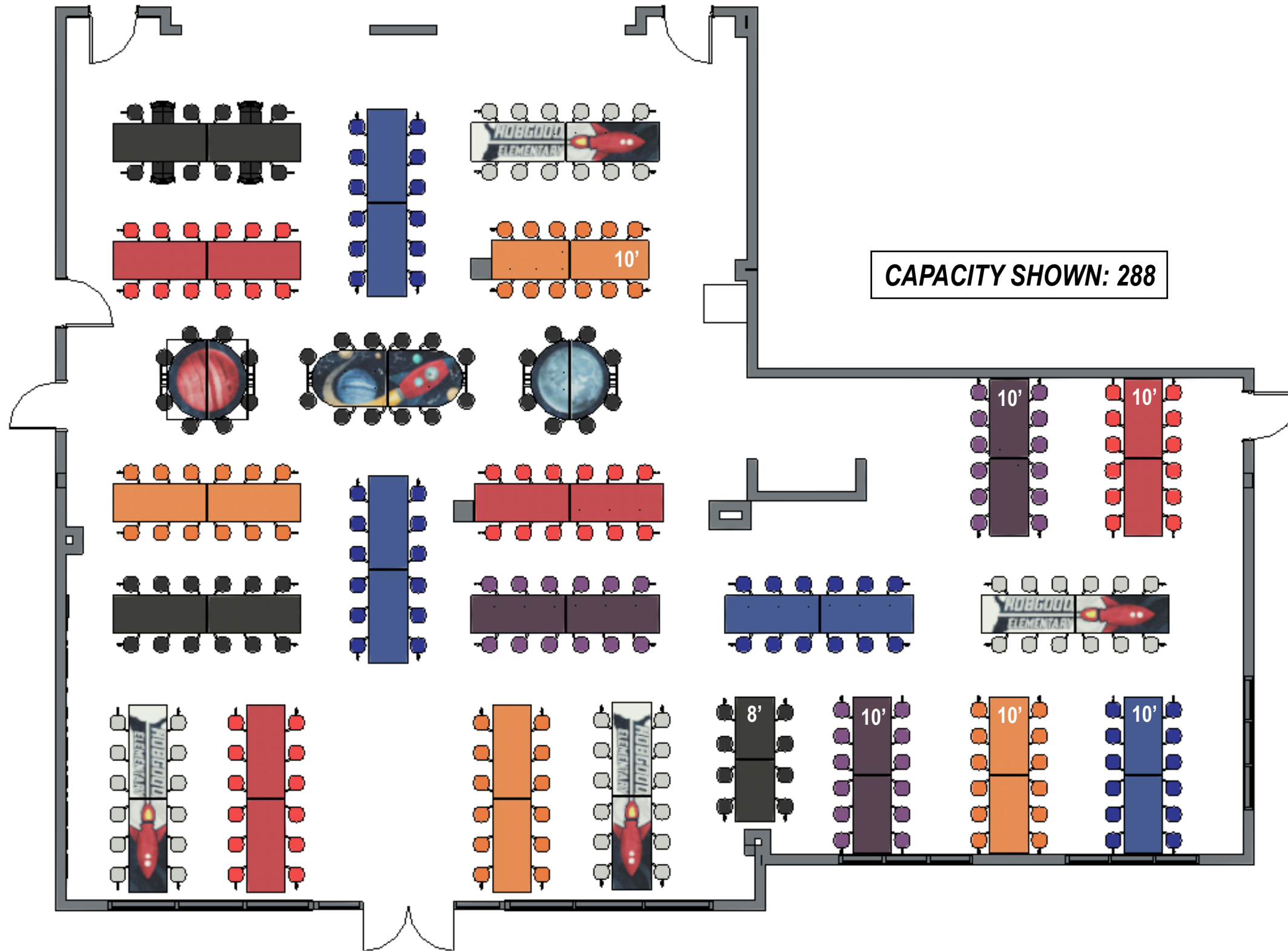


Exclusively For:  
**MSC Hobgood  
Elementary School**

Dealer is responsible for verifying all dimensions needed for furniture & decor in this book prior to PO.

**VERIFIED MEASUREMENTS  
REQUIRED**

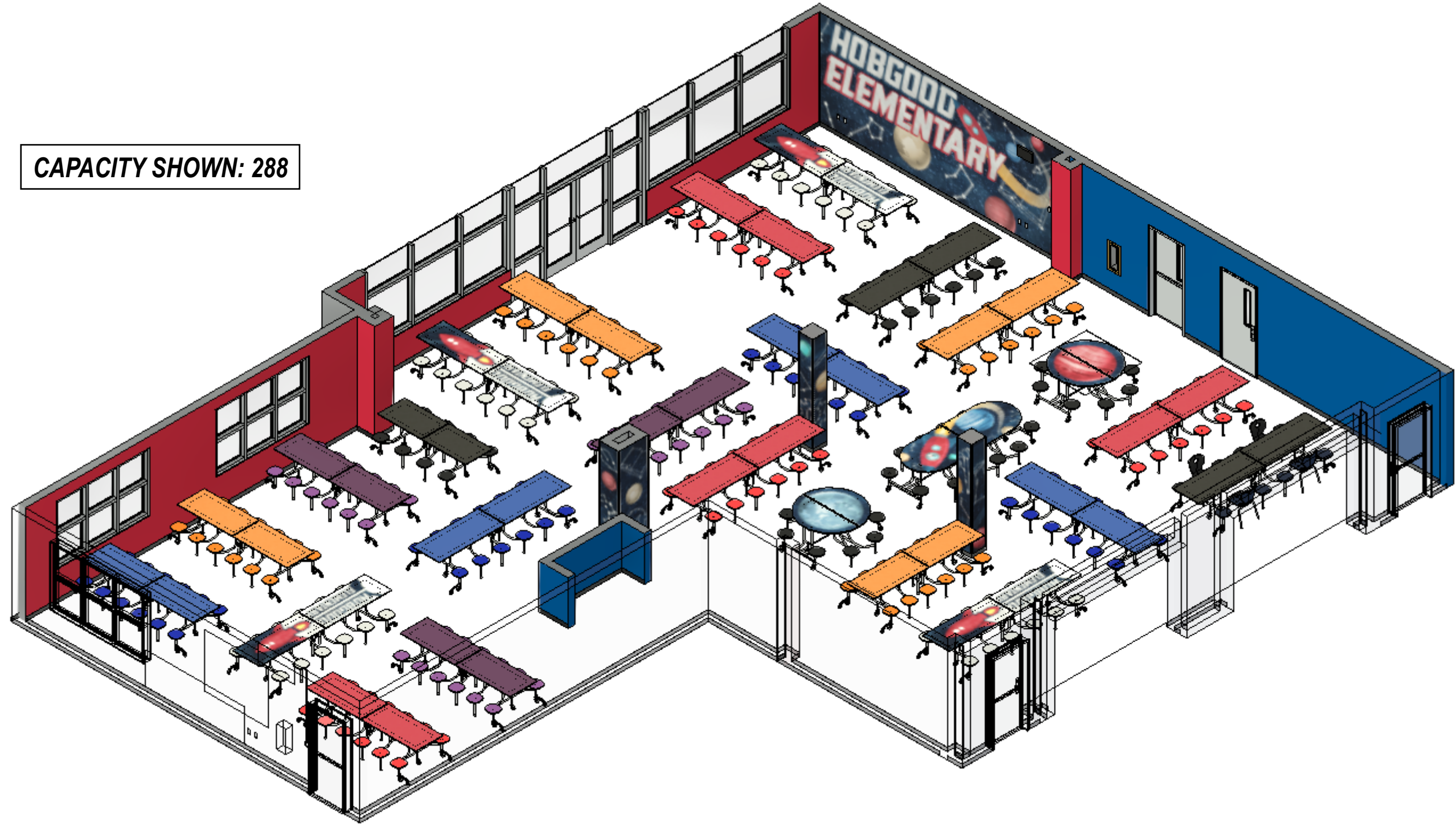
Date Measured: \_\_\_\_\_  
Initials: \_\_\_\_\_



**NOTE:** Layout is not ADA compliant. School is responsible to indicate if additional ADA spots are required.



CAPACITY SHOWN: 288



**NOTE:** Layout is not ADA compliant. School is responsible to indicate if additional ADA spots are required.



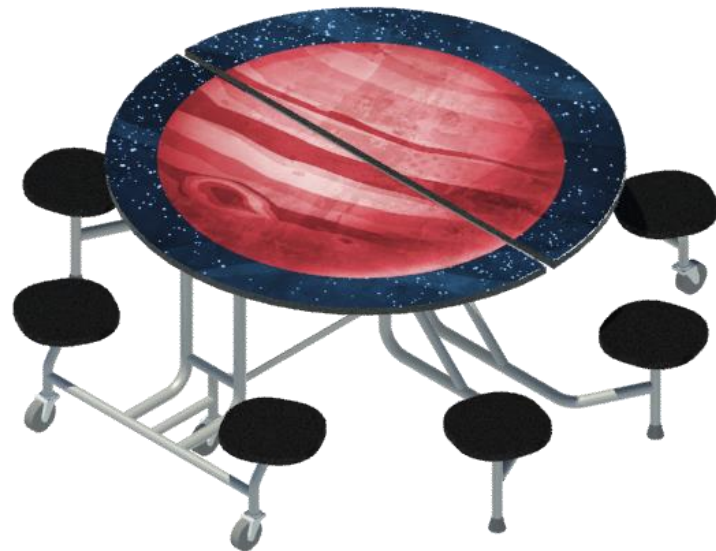




**59T EL Table**  
 Laminate: Custom Laminate #1  
 EdgeGuard: Black  
 Frame: Silver  
 Stool: Black

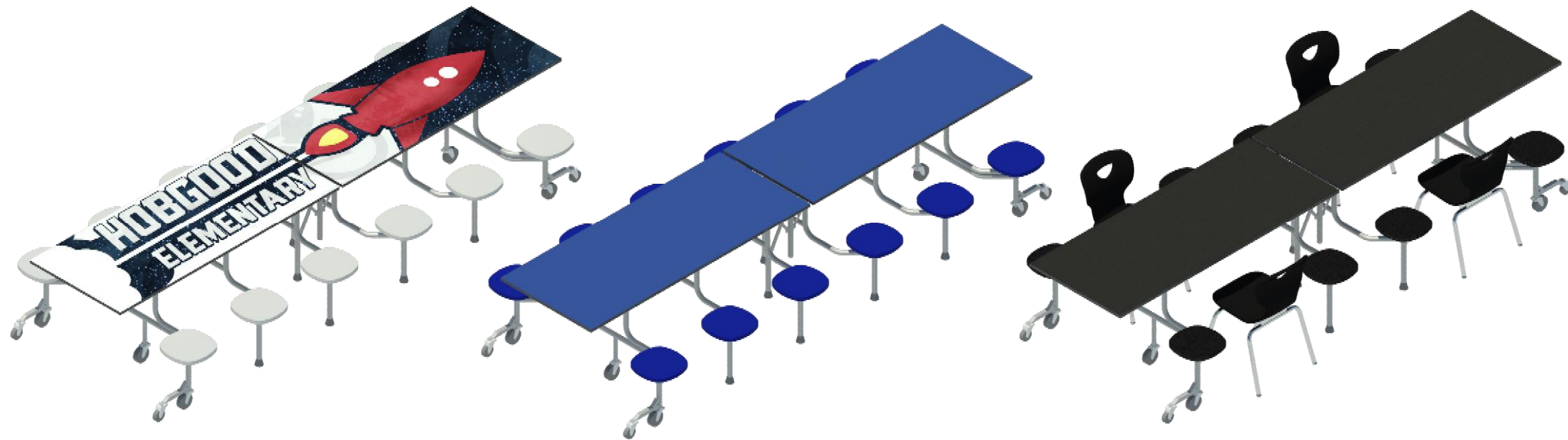
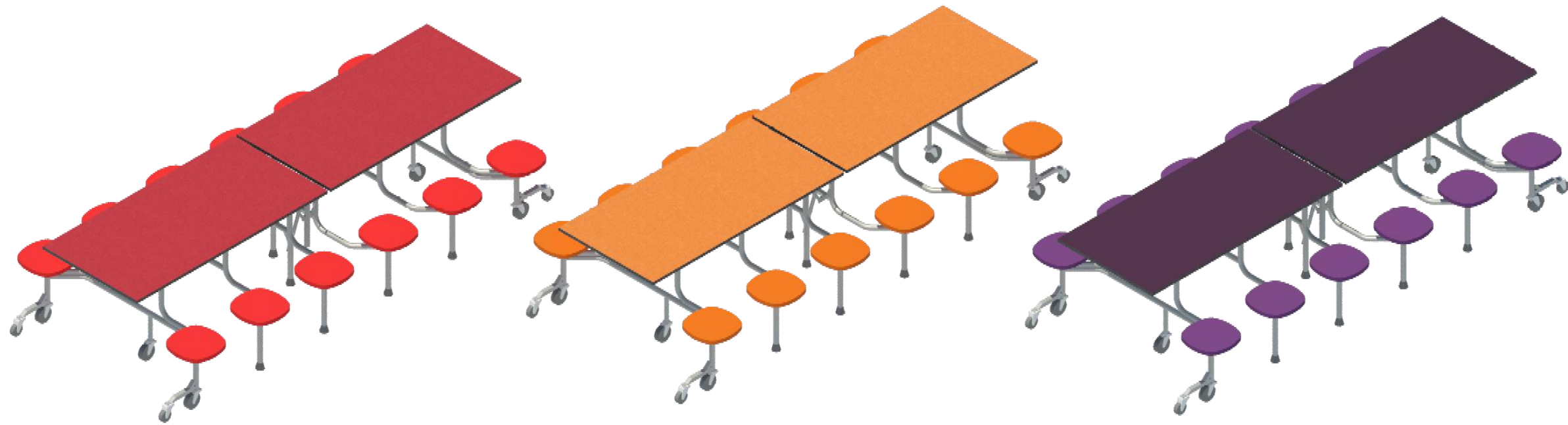


**Method Chair**  
 Seat: Black  
 Frame: Chrome



**59T Round Table**  
 Laminate: Custom Laminate #3 & #4  
 EdgeGuard: Black  
 Frame: Silver  
 Stool: Black





60T 8', 10', & 12' Tables  
Laminate: Varies  
EdgeGuard: Black  
Frame: Silver  
Stool: Varies





**LAMINATE #4**  
WA Black Bird  
5024-60



**LAMINATE #5**  
WA Concord Grape  
13098-60r



**LAMINATE #4**  
WA Catalina  
13092-60



**LAMINATE #5**  
WA Candy Apple  
13096-60



**LAMINATE #4**  
WA Dragon Fire  
13088-60



**STOOL #1**  
Black



**STOOL #2**  
Purple



**STOOL #3**  
Elementary Blue



**STOOL #4**  
Bright Elementary Red



**STOOL #5**  
Orange





CUSTOM LAMINATE #1



CUSTOM LAMINATE #3



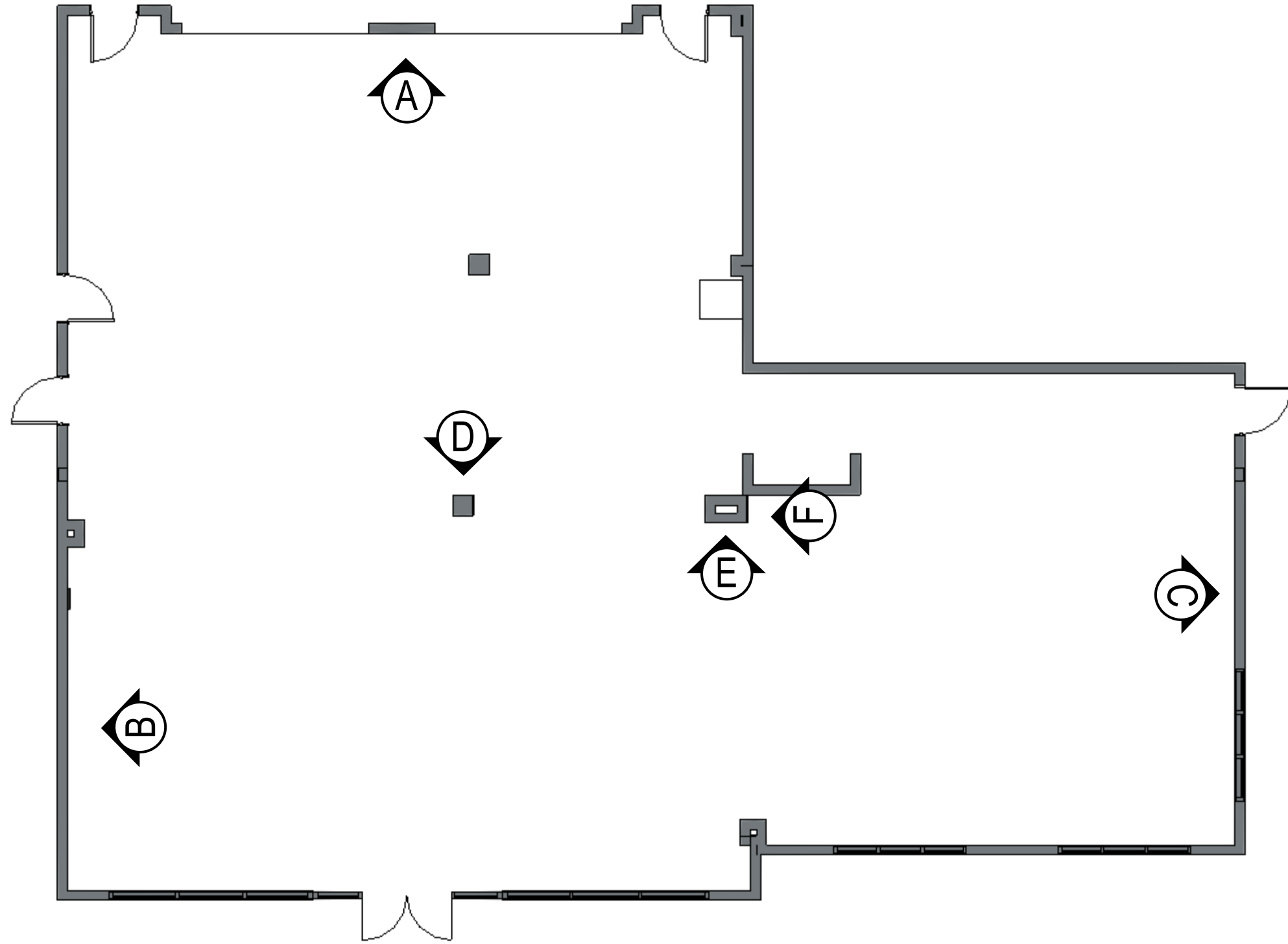
CUSTOM LAMINATE #2



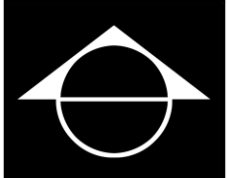
CUSTOM LAMINATE #4

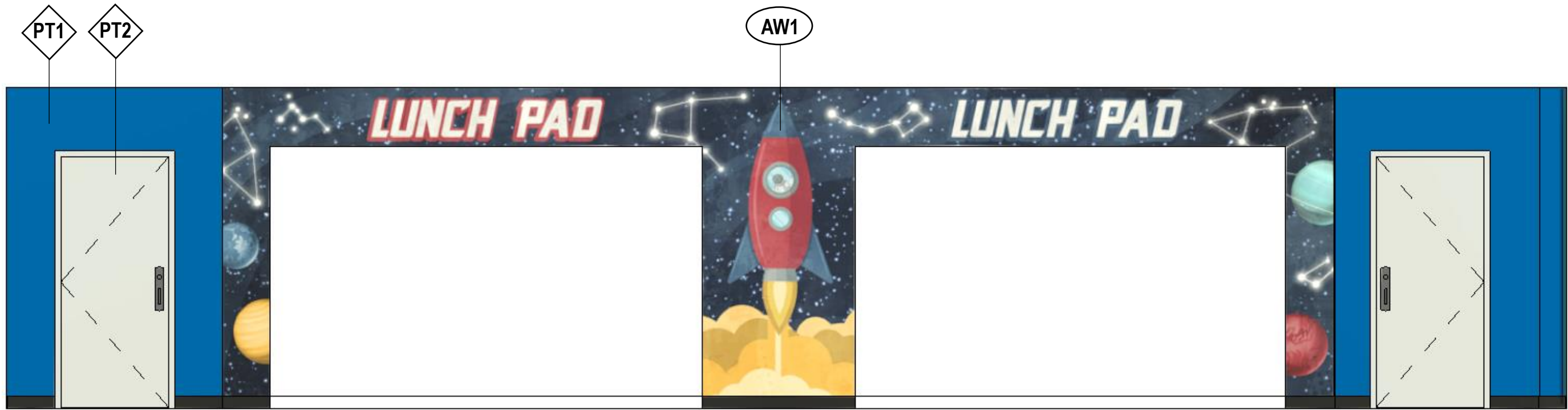
\*Blue box to show white edges



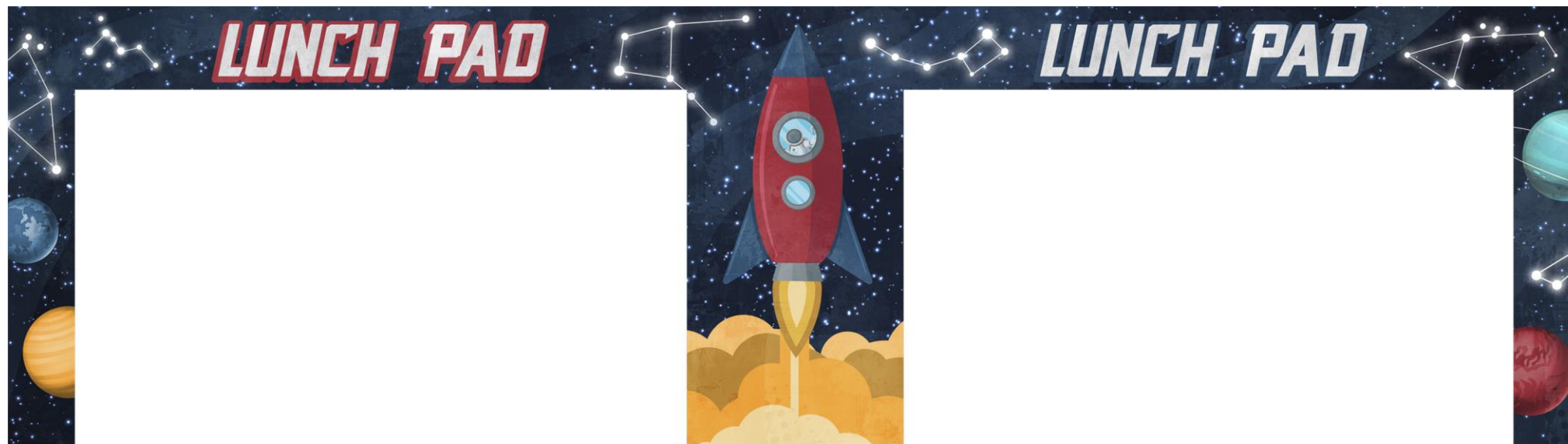


**ELEVATION PLAN**





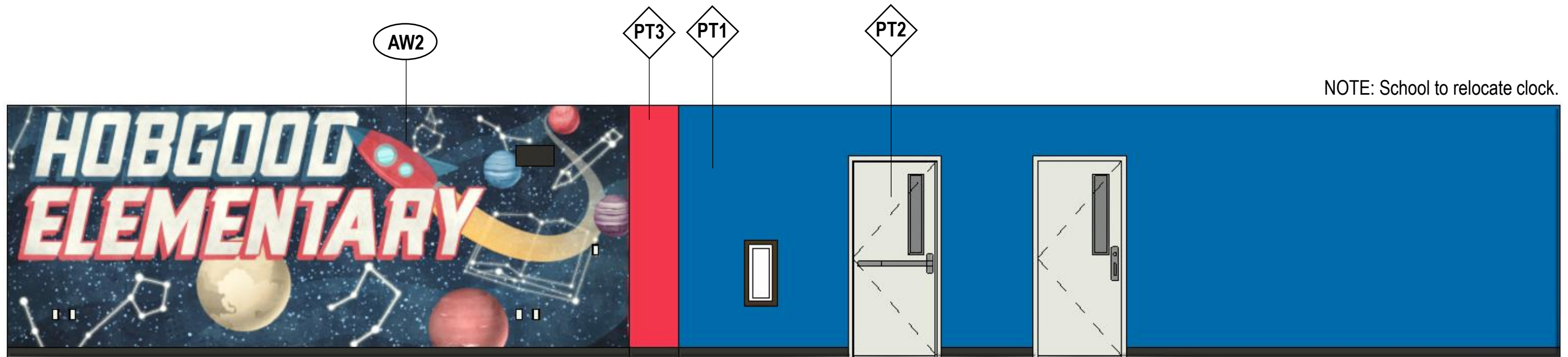
**A** INTERIOR ELEVATION A  
 HOBGOOD ELEMENTARY SCHOOL



**AW1:**  
 Direct print on 3M 480C Roughwall  
 With Overlam  
 Applied to wall with High Heat  
 Overall Size: 372.25"W X 103.375"H

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting.





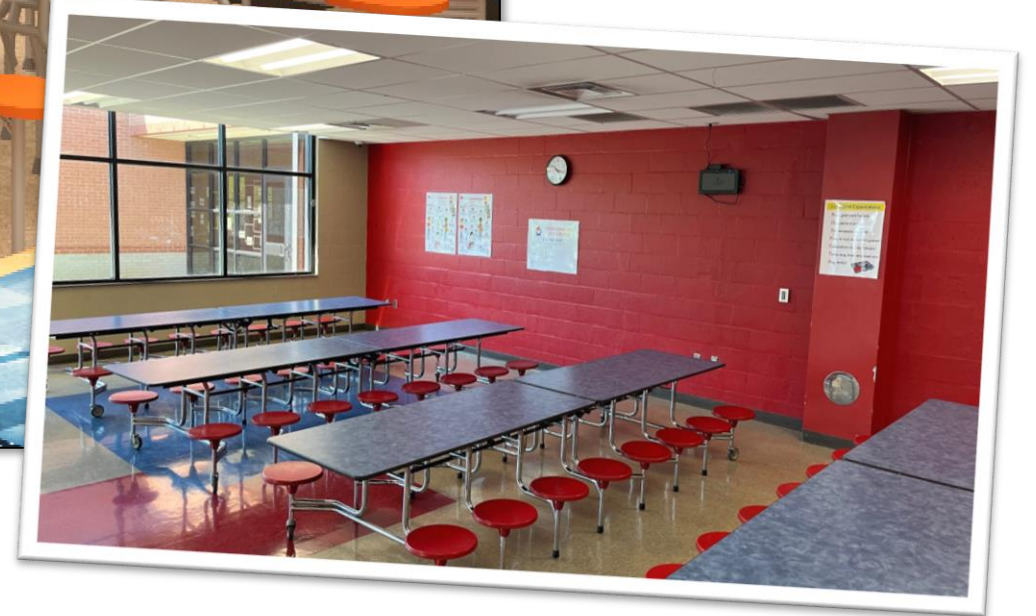
**B** INTERIOR ELEVATION B  
HOBGOOD ELEMENTARY SCHOOL

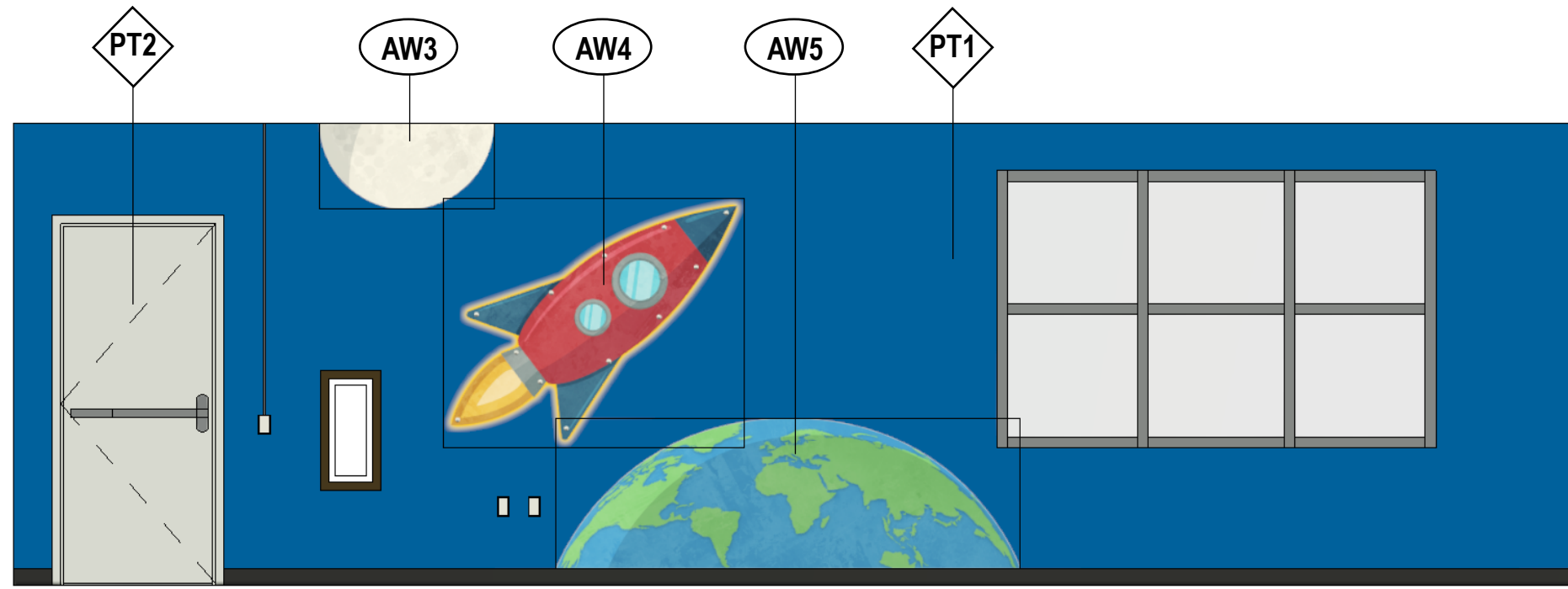


**AW2:**  
Direct print on 3M 480C Roughwall  
With Overlam  
Applied to wall with High Heat  
Overall Size: 265.75"W X 103.375"H

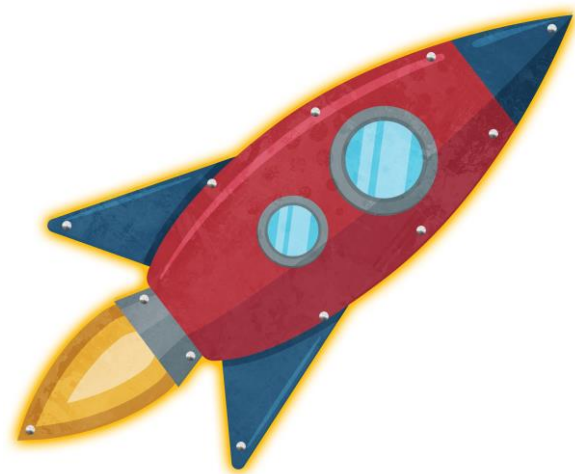
NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting.







**C** INTERIOR ELEVATION C  
HOBGOOD ELEMENTARY SCHOOL



**AW4:**  
Direct print on 3mm White DiBond  
Cut to freeform shape  
wall mounted with 2.5" Standoffs  
UL Certified AMBER LEDs mounted behind  
to produce a halo glow.  
Remote Included  
Must be mounted within 48" of a standard  
outlet  
Size: 70"W X 58"H  
NO VISIBLE SEAM REQUIRED



**AW5:**  
Direct print on 6mm Black PVC  
Wall Mounted with Snap Caps  
Overall Size: 108"W X 34.875



**AW3:**  
Direct print on 6mm Black PVC  
Wall Mounted with Snap Caps  
Overall Size: 40"W X 20

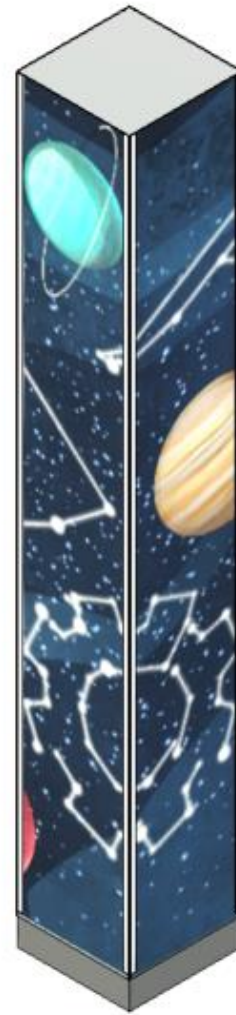
NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting.



15.750



**D** COLUMN ELEVATION D  
HOBGOOD ELEMENTARY SCHOOL



3D ISOMETRIC VIEW



**AW6a-d:**

Direct Print on 6mm White PVC  
Mounted to Column with Snap Caps  
Provide 1" Silver "L" channel for corners

Overall Size:

6a: 15.75"W X 103.375"H

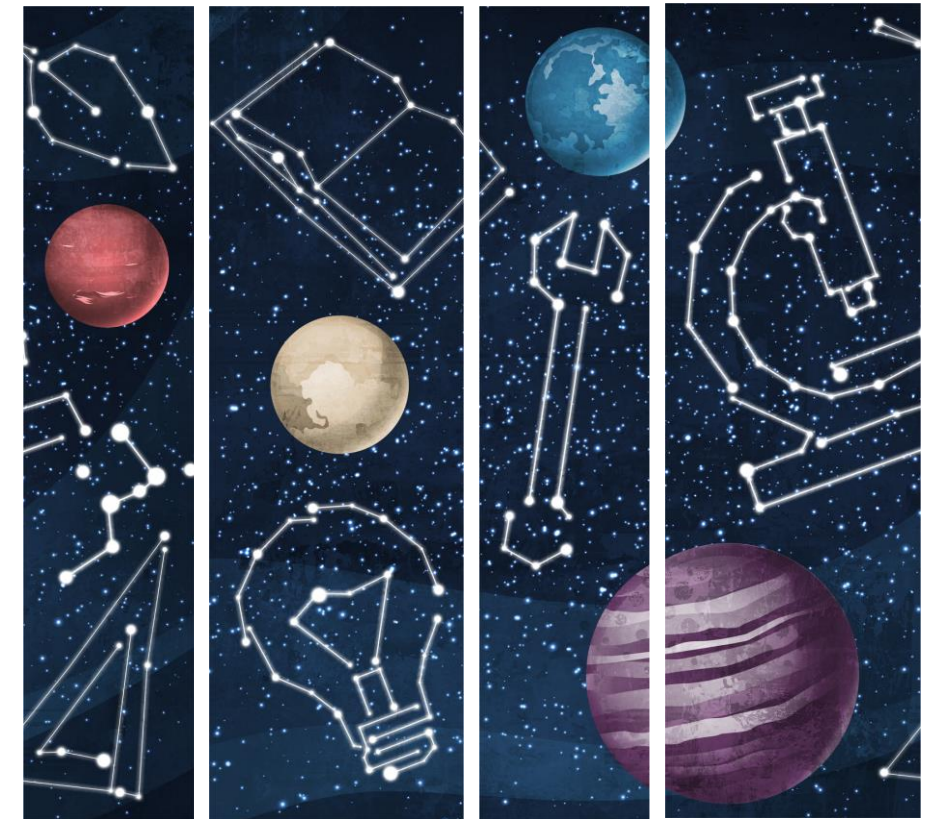
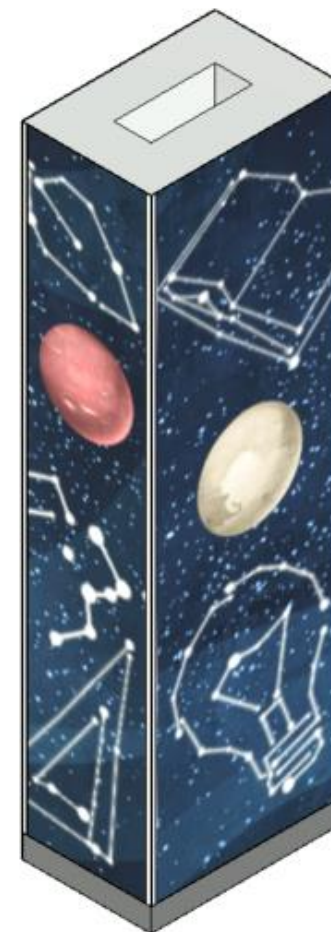
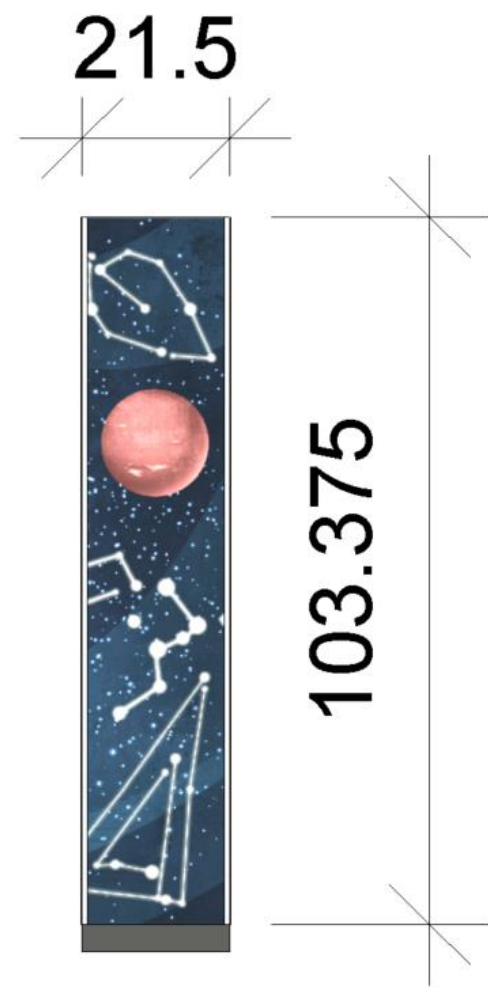
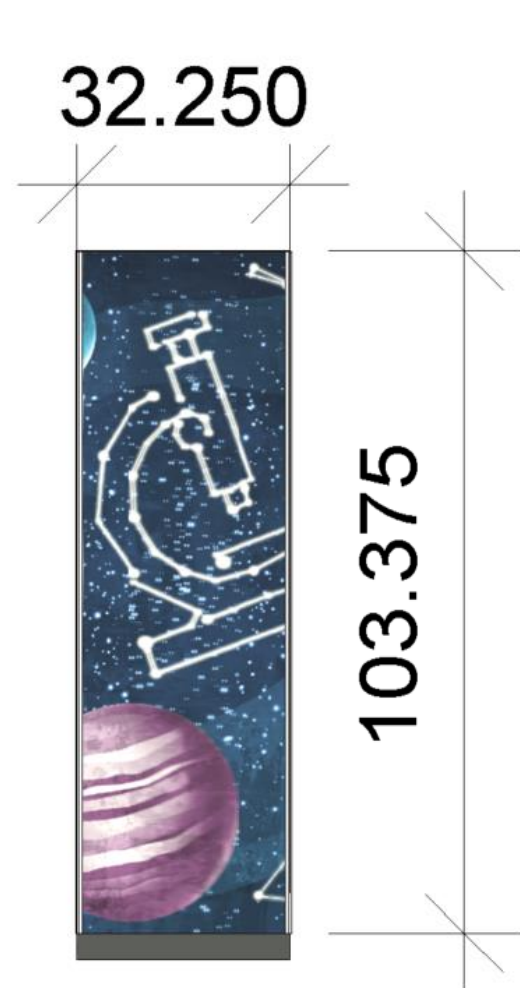
6b: 15.75"W X 103.375"H

6c: 15.75"W X 103.375"H

6d: 15.75"W X 103.375"H

Quantity: 2 (to wrap both columns of this size)

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting.



**E** COLUMN ELEVATION E  
HOBGOOD ELEMENTARY SCHOOL

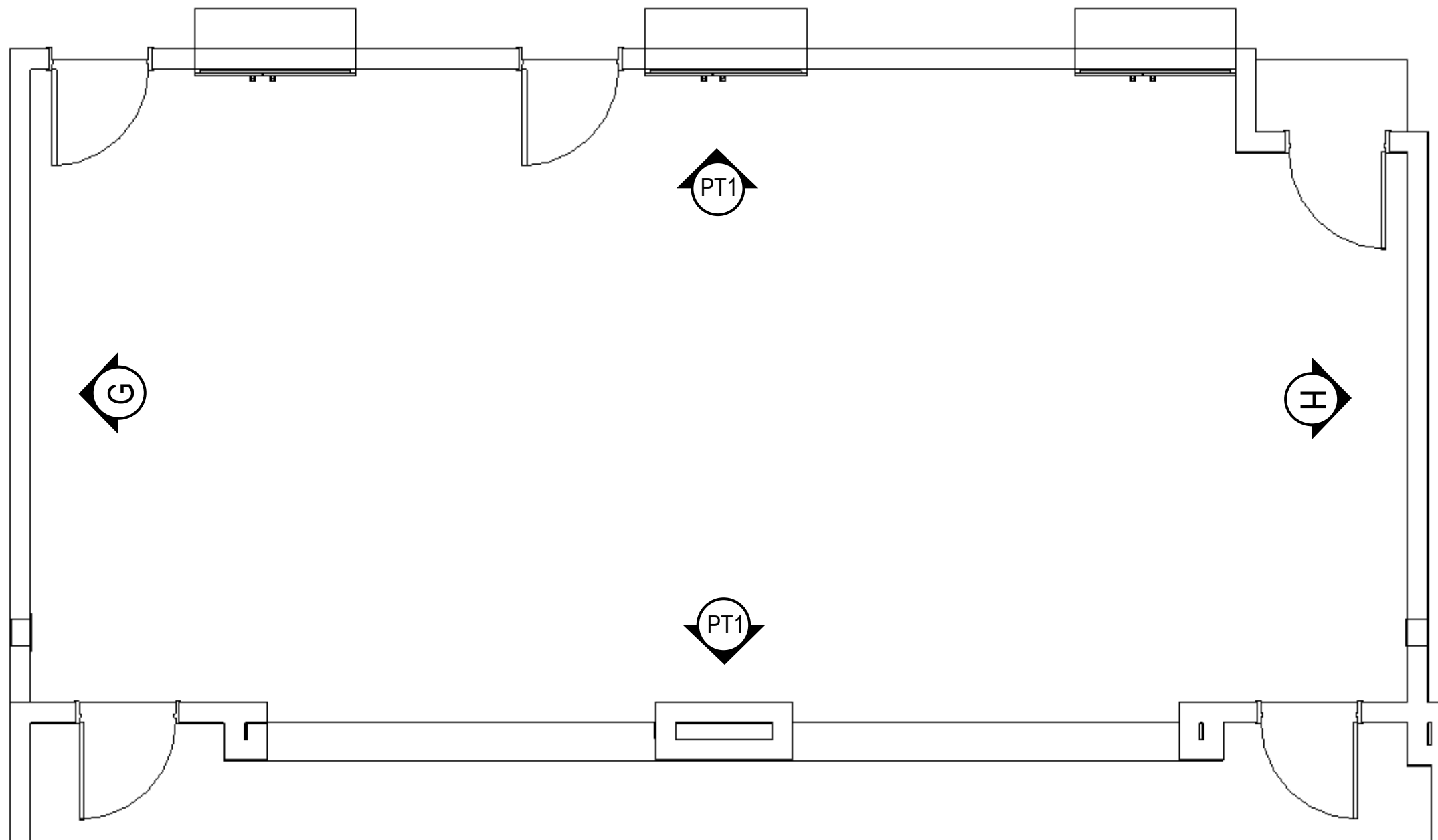
**F** COLUMN ELEVATION F  
HOBGOOD ELEMENTARY SCHOOL

3D ISOMETRIC VIEW

**AW7a-d:**  
 Direct Print on 6mm White PVC  
 Mounted to Column with Snap Caps  
 Provide 1" Silver "L" channel for corners  
 Overall Size:  
 7a: 21.5"W X 103.375"H  
 7b: 32.25"W X 103.375  
 7c: 21.5"W X 103.375"H  
 7d: 32.25"W X 103.375

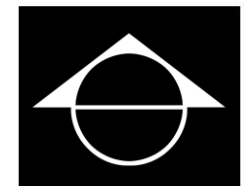
**NOTE:** Will require field cutting around half wall

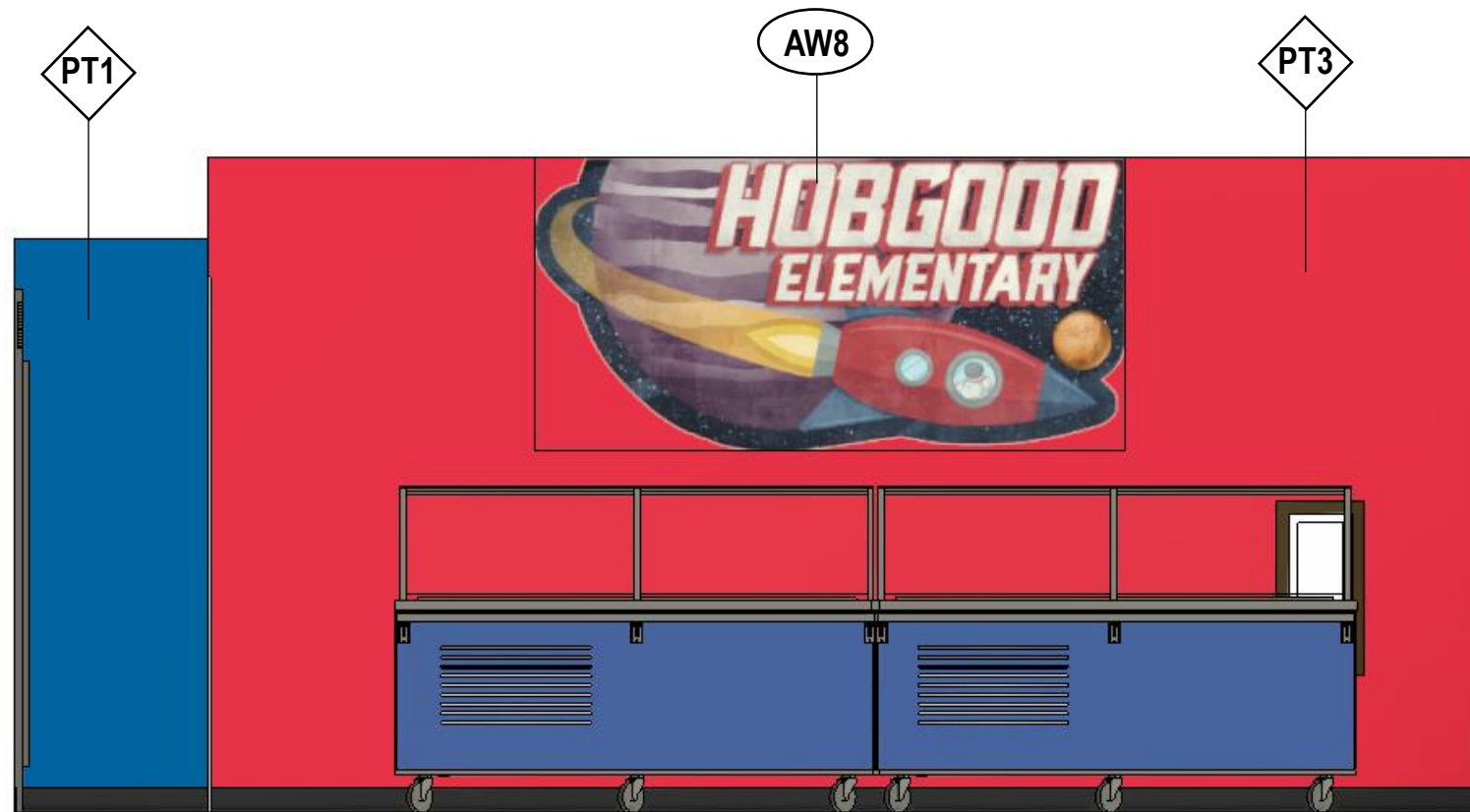
NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting.



**SERVING ROOM PAINT PLAN**

ALL DOORS PAINTED WITH PT2



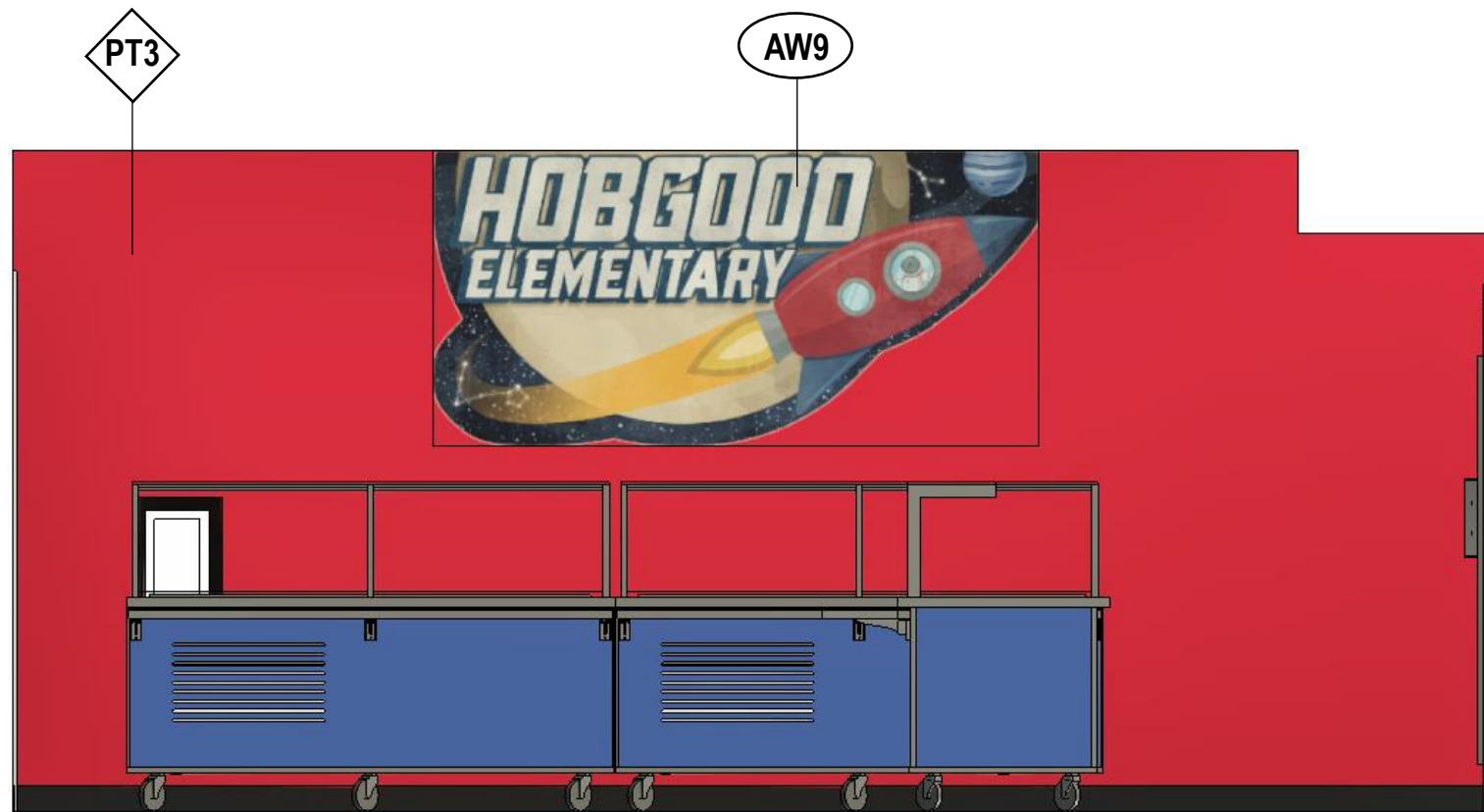


**G** INTERIOR ELEVATION G  
HOBGOOD ELEMENTARY SCHOOL



**AW8**  
Direct print on 6mm Black PVC  
Wall Mounted with Snap Caps  
Overall Size: 95"W x 47"H

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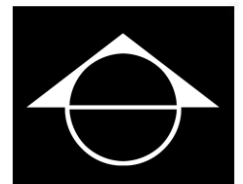


**H** INTERIOR ELEVATION H  
HOBGOOD ELEMENTARY SCHOOL



**AW9**  
Direct print on 6mm Black PVC  
Wall Mounted with Snap Caps  
Overall Size: 95"W x 47"H

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to painting.







SW 6966

# Blueblood



FULL DETAILS ^

LRV: 7 ⓘ

RGB: 1 / 80 / 134

Hex Value: #015086

Location Number: 176-C2

Available in: Interior/Exterior

Color Family(s): Purple

SW 7662

# Evening Shadow



FULL DETAILS ^

LRV: 60 ⓘ

RGB: 201 / 204 / 205

Hex Value: #C9CCCD

Location Number: 233-C2

Available in: Interior/Exterior

Color Collections: Color ID (Dreamer)

Color Family(s): Neutral

SW 6868

# Real Red



FULL DETAILS ^

LRV: 13 ⓘ

RGB: 191 / 45 / 50

Hex Value: #BF2D32

Location Number: 101-C6

Available in: Interior/Exterior

Color Family(s): Red



**School** is responsible for materials and labor

## PREPARATION

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## PAINT & SHEEN

We recommend all paint is Pre-Cat latex epoxy paint (all single component) in a satin sheen. These recommendations are not a requirement if the paint professional has reasoning for a different specification.



**PH** is responsible for materials and labor



## PROJECT HISTORY

PRELIM DATE: 03.12.24

### REVISION 1: 03.14.24

- Changed text on AW1
- Added paint to serving room

### REVISION 2: 03.25.24

- Added AW8-9
- Revised text on AW1
- Changed PT1

### FINAL BOOK APPROVAL

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\*\*Client indicates an understanding that materials, colors, and artwork in this book are digital representations only and there may be variation in appearance due to screen calibration and/or color print anomalies.

Print Name: Sandy Scheele Title: Supervisor of Nutrition

Signature: *Sandy Scheele* Date: 3-25-24



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I agree to terms & conditions

Signature Sandy Scheele Date: 3-25-24





Empowering Educators, Engaging Students

**Sales Quotation** Page 1 of 7

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA  
  
**Phone:** 615-893-2313  
**Fax:**

Date	Quote #
4/24/2024	RFQ-24005-F3J7

Project Name:	John Pittard Elementary School - TN
Quote Expires On:	6/24/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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**Sourcewell Account ID #: 10832**

**Delivered unit pricing per Palmer Hamilton's Sourcewell Contract #091423-  
PHL for Furniture Solutions with Related Accessories and Services, one  
location, tailgate delivery, ramp included.**

**Note: Off-loading, inside delivery, setting in place, assembly, and installation  
are not included in unit price.**

**Lead time is currently 14-16 weeks to ship from the factory for most standard  
products, plus 3-10 business days transit time for delivery.**

**Furniture - Capacity 324**

**Book #8424**

1	<b>59T122960RD-S8</b>	8 Stool Table 29"H x 60" dia. <i>Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: Group 1 Laminate Choice: WilsonArt 4745-60 Maroochy Brush (484-MBR) Edge: EdgeGuard Edge Color: Black (001) Stool Color: Lava</i>	\$3,304.00	\$2,312.80	2	\$4,625.60
2	<b>59T123260RD-S6</b>	6 Stool Table 32"H x 60" dia. Wheelchair- Accessible <i>Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: LOGO Laminate Choice: LOGO LAM #2 Edge: EdgeGuard Edge Color: Black (001) Stool Color: Lava</i>	\$4,472.00	\$3,130.40	1	\$3,130.40



Empowering Educators, Engaging Students

**Sales Quotation** Page 2 of 7

Murfreesboro City School District-  
Murfreesboro, TN

Sandy Scheele

2552 S. Church St  
Murphreesboro, TN 37127  
USA

**Phone:** 615-893-2313

**Fax:**

Date	Quote #
4/24/2024	RFQ-24005-F3J7

Project Name:	John Pittard Elementary School - TN
Quote Expires On:	6/24/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
3	<b>59T0829120EL-S12</b>	12 Stool Table 29"H x 44"W x 120"L <i>Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: Adder Edge: EdgeGuard Edge Color: Black (001) Stool Color: Lava</i>	\$4,776.00	\$3,343.20	17	\$56,834.40
		<i>*NOTE: TOPS: (6) LOGO :M #1, (5) WA Aster 13099-60, (3) WA Maroochy Brush 4745-60, (3) WA Handspun Pearl 5033-38</i>				
4	<b>LOGO-UPCHARGE-59T0829120EL-S12</b>	LOGO Laminate for 59T0829120EL-S12 <i>Laminate: LOGO Laminate Choice: LOGO LAM #1 Edge: EdgeGuard Edge Color: Black (001)</i>	\$1,291.00	\$903.70	6	\$5,422.20
5	<b>60T23293010-S12</b>	12 Stool Table 29"H x 30"W x 10'L <i>Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: Group 1 Laminate Choice: *to be determined Edge: EdgeGuard Edge Color: Black (001) Stool Color: Lava</i>	\$3,534.00	\$2,473.80	8	\$19,790.40
		<i>*NOTE: TOPS: (4) WA Aster 13099-60, (2) WA Maroochy Brush 4745-60, (2) WA Handspun Pearl 5033-38</i>				
6	<b>METHOD-18A-BLK-CHR</b>	Method 18 Inch High <i>Shell Color: Black (BLK) Frame Color: Chrome (CHR)</i>	\$298.00	\$208.60	2	\$417.20



Empowering Educators, Engaging Students

**Sales Quotation** Page 3 of 7

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA

**Phone:** 615-893-2313

**Fax:**

Date	Quote #
4/24/2024	RFQ-24005-F3J7

<b>Project Name:</b>	John Pittard Elementary School - TN
<b>Quote Expires On:</b>	6/24/2024
<b>Questions?</b>	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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**Decor**

**Book #8424**

7	<b>AW9a-c Elevation A &amp; E</b>	6mm PVC / Direct Print / Cut to Shape / Wall Mount with 1" Stand Offs / Size Each 32"Diameter / LOT of (7)	\$8,555.00	\$5,988.50	1	\$5,988.50
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*\*NOTE: AW9a & b LOT of (3) Each\*\**

8	<b>AW2a-b Elevation B</b>	3M 480C Rough Wall / Direct Print with Overlam / Adhere to Wall with Heat / Mixed Sizes / LOT of (2)	\$34,155.00	\$23,908.50	1	\$23,908.50
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*\*NOTE: Wall Must be Free of Chipped Paint or Obstacles for Proper Adhesion\*\**

9	<b>AW3 Elevation B</b>	3mm DiBond / Direct Print / Wall Mount with Snap Caps / Overall Size 122.58"w x 27.25"h	\$3,235.00	\$2,264.50	1	\$2,264.50
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10	<b>AW4a-c Elevation B</b>	6mm Clear Acrylic / 2nd Surface Print / Cut to Size and Shape / Wall Mount with 1" Standoffs / Mixed Sizes / LOT of (3)	\$5,020.00	\$3,514.00	1	\$3,514.00
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11	<b>AW5a-c Elevation D</b>	6mm PVC / Direct Print / Cut to Shape / Wall Mount with Snap Caps & L- Channel for Returns / Mixed Sizes / LOT of (3)	\$11,605.00	\$8,123.50	1	\$8,123.50
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Empowering Educators, Engaging Students

**Sales Quotation** Page 4 of 7

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA

**Phone:** 615-893-2313

**Fax:**

Date	Quote #
4/24/2024	RFQ-24005-F3J7

Project Name:	John Pittard Elementary School - TN
Quote Expires On:	6/24/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
12	<b>AW1 LED Elevation E Option 1 or 2</b>	LIT 3mm Dibond / Direct Print / RGB LED Halo Glow / Wall Mount w/ 2.5" Standoffs / Cut to Size and Shape Assemble as Required / Overall Size	\$7,005.00	\$4,903.50	1	\$4,903.50
<p><i>*NOTE: **Option 2 will Add \$1,750 to This List Price** / UL Certified Halo LIT LED Light Source. Includes Consumer Plug and Remote. Power Outlet Must be Within 48" of Piece. Any Power Run, Connection or Electrical Work to be Provided by School** / Must Choose Option 1 or 2</i></p>						
13	<b>AW10 Elevation F</b>	6mm Clear Acrylic / 2nd Surface Print / Cut to Size and Shape(Rounded Corners) / Wall Mount with 2" Standoffs / Overall Size 59"w x 47"h	\$3,740.00	\$2,618.00	1	\$2,618.00
14	<b>AW6 &amp; 9 Elevations G &amp; I</b>	3M 480C Rough Wall / Direct Print with Overlam / Adhere to Wall with Heat / Size Each 288"w x 107.5"h / LOT of (2)	\$43,130.00	\$30,191.00	1	\$30,191.00
<p><i>*NOTE: Lower Half to Have Clear Polycarb Protective Layer / Wall Must be Free of Chipped Paint or Obstacles for Proper Adhesion**</i></p>						
15	<b>AW7 Elevation H</b>	3M 480C Rough Wall / Direct Print with Overlam / Adhere to Wall with Heat / Overall Size 281"w x 68"h	\$8,465.00	\$5,925.50	1	\$5,925.50
<p><i>*NOTE: Wall Must be Free of Chipped Paint or Obstacles for Proper Adhesion**</i></p>						
16	<b>AW8 Elevation H</b>	6mm PVC / Direct Print / Cut to Shape and Fitted with Clock Hands and Battery Housing Unit / Wall Mounted / Overall Size 30"D	\$1,500.00	\$1,050.00	1	\$1,050.00





Empowering Educators, Engaging Students

**Sales Quotation** Page 5 of 7

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA

**Phone:** 615-893-2313

**Fax:**

Date	Quote #
4/24/2024	RFQ-24005-F3J7

Project Name:	John Pittard Elementary School - TN
Quote Expires On:	6/24/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
17	<b>Installation Services</b>	Off-loading, inside delivery, setting in place, assembly, and installation by Palmer Hamilton authorized installer. Dumpster to be provided by school or district.	\$0.00	\$19,295.00	1	\$19,295.00
<p><i>*NOTE: Installation includes: Meeting and unloading of the truck; Removal of old product and cardboard from new product into a dumpster provided by school or dealer; Installation of new product; Training of personnel, if available. Installation does NOT INCLUDE: Dumpsters; prevailing wage, any floor or tile work; any trim work or painting around the wall pocket; stairs; moving of electrical or other obstructions; any unforeseen problems not identified in the site survey; damaged block due to removal. Sourced Good/Open Market Item "Not on Sourcewell Contract**</i></p>						
18	<b>Additional discoun</b>	Additional discount based on products, models, quantities quoted and freight savings	\$0.00	(\$35,300.00)	1	(\$35,300.00)

Please provide a receiving contact name, e-mail address, and phone number for scheduling the delivery. This contact needs to be available during the workday and, also, during nights and weekends to schedule the delivery, if necessary.

Lead times may vary and will be based on receipt of purchase order with full product information, full color information, artwork and color approvals, material availability, and the production schedule availability at the time order is received.

Lead time is currently 14-16 weeks to ship from the factory for most standard products, plus 3-10 business days transit time for delivery.

Friday deliveries are subject to a 10-20% freight charge increase due to additional carrier back haul costs.

\*The freight quote provided is an estimate. Freight will be recalculated and billed at time of shipment\*



*Empowering Educators, Engaging Students*

**Sales Quotation** Page 6 of 7

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA

**Phone:** 615-893-2313

**Fax:**

Date	Quote #
4/24/2024	RFQ-24005-F3J7

Project Name:	John Pittard Elementary School - TN
Quote Expires On:	6/24/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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Each Sourcewell participating Entity is responsible for supplying Palmer Hamilton with valid tax-exemption certification(s). When ordering, the participating entity must indicate if it is a tax-exempt entity. CUSTOM LOGO LAMINATES WILL INCREASE LEAD TIME. Final logo approval must be received prior to beginning production of any order.

Chrome Frames will extend the lead time by two weeks.

Purchase order should reference Sourcewell Participating Entity ID#, Contract Quote Number, and be issued directly to:

Palmer Hamilton LLC  
143 S. Jackson St.  
Elkhorn, WI 53121

Kneeland Wright  
School & Office Supply  
Palmer Hamilton Dealer of Record

Sub Total	\$162,702.20
Sales Tax	\$0.00
Shipping	
<b>Total</b>	<b>\$162,702.20</b>

Delivered unit pricing to Murfreesboro, TN 37130. per Palmer Hamilton's Sourcewell Contract # 091423-PHL for Furniture Solutions with Related Accessories and Services; one location, tailgate delivery, blanket wrapped, ramp included.

Note: Off-loading, inside delivery, setting in place, assembly, and installation are not included in unit price.

# C01



*Empowering Educators, Engaging Students*

**Sales Quotation** Page 7 of 7

Murfreesboro City School District-  
Murfreesboro, TN  
Sandy Scheele  
2552 S. Church St  
Murphreesboro, TN 37127  
USA

**Phone:** 615-893-2313

**Fax:**

Date	Quote #
4/24/2024	RFQ-24005-F3J7

Project Name:	John Pittard Elementary School - TN
Quote Expires On:	6/24/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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**Lead Time:** Lead time may be affected by material availability and the production schedule at the time the order is received.

**Fabric:** Production lead time will be extended during the fabric selection approval process. Lead times for upholstered product are calculated from the date all fabric has been received.

**Prices:** Prices are effective for 60 days from the Sales Quotation date.

**Delivery:** Delivery date is an estimate and is based on current lead time at the time an order is received.

**Sales Tax:** Sales tax is not included in the quote unless specifically identified. Any applicable sales tax will be added at time of invoicing.

**Installation:** Installation charges are not included in the above price unless expressly noted.

**Dumpster:** Unless noted in quote, dumpsters and trash haul away are not part of any provided installation pricing. Any waste, dunnage or packaging materials from delivery and installation will be compacted and neatly left on site.

**Freight Rates:** Shipping amounts are estimates only and are FOB plant. If this quote has expired, current rates will be charged at time of shipment.

Freight rates are based on LTL carrier, blanket-wrapped product, tailgate delivery to one location only, including a ramp, unless otherwise noted. Additional charges for multiple stops will apply. Cartoning/skidding is available for an additional charge. Special delivery arrangements may be made for an additional charge.

**Terms and Conditions:** Please read this entire quote carefully, as it is your responsibility to provide us with accurate information. Subsequently, if any revisions occur, there may be a delay in order fulfillment and additional charges may apply.

**All purchase orders are subject to credit approval.**

*\*Any payments made by credit card may be subject to a convenience fee.*

Upon receipt of a purchase order and acknowledgement of delivery date, storage fees may apply if customer delays delivery for any reason.

Sandy Scheele  
Accepted By (Signature)

Sandy Scheele  
Print Name

Supervisor of Nutrition  
Title

4-26-24  
Date

**Agenda Item Title:** Approve Third Amendment to ABM Agreement

**Board Meeting Date:** May 28, 2024

**Department:** Operations

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Murfreesboro City Schools is seeking to revise its agreement with ABM through a third amendment to the original January 2023 agreement. This amendment will extend the current agreement through June 30, 2025, allows for additional ABM summer services during June 2024 to service summer school, and provides services for recoating gym floors at Overall Creek Elementary and Scales Elementary. This amendment also reflects the price increase that went into effect in April 2024 through the Second Amendment to the ABM contract.

### Staff Recommendation

Approve the Third Amendment to the ABM January 2023 Contract

### Fiscal Impact

The total cost of the ABM agreement for the 2024-2025 school year will be \$2,895,421.14. The additional cost for summer cleaning services during June 2024 is \$30,681.60. The cost for recoating the two gym floors is \$8,857.34. The June summer cleaning amount will be paid from the Summer School grant.

### 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

### THIRD AMENDMENT TO SERVICE AGREEMENT

THIS THIRD AMENDMENT TO SERVICE AGREEMENT (the “Third Amendment”), effective as of May 28, 2024, is made by and between Murfreesboro City Schools (“District”) and ABM Industry Groups, LLC (“ABM”). ABM and District are hereinafter referred to as the “Parties” to this Third Amendment.

#### *RECITALS:*

- A. WHEREAS, the Parties have entered into a Service Agreement dated January 19, 2023 (referred to as the “Agreement”), whereby District retained ABM to perform various services specified in the Agreement itself; and
- B. WHEREAS, the Parties desire to make certain modifications, revisions, and amendments to the Agreement itself.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

1. Term. Section 2 of the Agreement is hereby amended to extent the term, which extended term shall commence as of July 1, 2024 and terminate June 30, 2025, unless sooner extended or terminated as provided in the Agreement.
2. Pricing. Exhibit C to the Agreement shall be modified as set forth in Attachment A below.
3. Services. Exhibit B to the Agreement shall be modified as set forth in Attachment A below.
4. Ratification. Except as and to the extent amended, altered, and/or modified as provided in the Third Amendment, all terms, covenants, conditions, and provisions of the Agreement are hereby ratified and reaffirmed, and shall remain in full force and effect.
5. Counterparts. This Third Amendment may be executed in one or more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

MURFREESBORO CITY SCHOOLS

ABM INDUSTRY GROUPS, LLC

\_\_\_\_\_  
Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
**ATTACHMENT A**

### THIRD AMENDMENT TO SERVICE AGREEMENT

**A. PRICING**

The following pricing is effective July 1, 2024-June 30, 2025. This cost reflects a 3.1% CPI increase:

- a. Annual Cost- \$2,895,421.14
- b. Monthly Cost- \$241,285.09

**B. SCOPE OF SERVICES**

- a. ABM shall provide recoating of certain gym floors as assigned in writing by the Assistant Superintendent of Operations. Any recoating assigned must be performed and completed by July 31, 2024.
  - a. ABM shall utilize high-quality gym floor recoating materials and employ industry-standard methods to ensure a durable finish. The type and brand of materials to be used shall be subject to the approval of the District.
  - b. Any necessary masking or protection of surrounding surfaces shall be carried out to prevent damage or overspray.
  - c. Upon completion of the recoating process, ABM shall ensure adequate drying and curing time as per manufacturer's recommendations.
- b. ABM shall provide cleaning services pursuant to the Scope of Work included in Exhibit B of the Agreement for June 2024 for a total, additional cost of \$30,681.60. ABM shall provide services at the following locations pursuant to a schedule consisting of twelve (12) hours per day at each location, working two shifts from 6:00 a.m.-12:30 p.m., CST and 12:30 p.m.-7:00 p.m. CST:

	<u>Hourly Wage</u>	<u>Hours/Day</u>	<u>Days/Month</u>	<u>TOTAL PRICE</u>
Discovery School	\$15.98	12	20	\$3,835.20
Reeves Rogers	\$15.98	12	20	\$3,835.20
Scales	\$15.98	12	20	\$3,835.20
Northfield	\$15.98	12	20	\$3,835.20
John Pittard	\$15.98	12	20	\$3,835.20
Bradley	\$15.98	12	20	\$3,835.20
Salem	\$15.98	12	20	\$3,835.20
Overall Creek	\$15.98	12	20	\$3,835.20
		96	160	\$30,681.60

**Agenda Item Title:** Disciplinary Hearing Authority

**Board Meeting Date:** May 28, 2024

**Department:** Student Supports

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

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

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

### Staff Recommendation

Staff is recommending the following individuals to serve on the DHA for the 2024-2025 school year.

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

Alternate Administrator if the DHA is hearing the appeal of a student at a school where the principal is a committee member: Andrea Oakley, Principal of Scales Elementary.

### Fiscal Impact

No fiscal impact

### Connection to MCS's Five-Year Strategic Plan

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



**Agenda Item Title:** FY24 Stronger Connections Grant

**Board Meeting Date:** May 28, 2024

**Department:** Finance & Federal programs

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

The Federal Program and Finance departments are seeking approval for a budget amendment to Stronger Connections funding source. The amendment decreases Medical Insurance by \$3,000 and increases Other Fringe Benefits by \$3,000. This budget decrease is due to budgeting actual expenses from estimated expenses. This change in expenditure will not have an overall impact on programming.

### Staff Recommendation

Recommend approval of the budget amendment for Stronger Connections.

### Fiscal Impact

There is no overall fiscal impact.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
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- Empowered:** Every student will be *empowered* through academic success

# Murfreesboro

City Schools

## INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY24 Stronger Connections Revision 1  
 BOE Meeting Date 28-May-24

Account	Description	Increase	Decrease
	<b>Stronger Connections</b>		
142 E 71100 207	Medical Insurance		3,000
142 E 71100 299	Other Fringe Benefits	3,000	
<b>Total</b>		<b>\$ 3,000</b>	<b>\$ 3,000</b>

Explanation: This amendment is to increase budgeted expenditures in Other Fringe Benefits from savings in Medical Insurance.  
  
  
  
  
  
  
The budget revision is reasonable, necessary and allowable.

*[Signature]* 5/23/24  
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby Duke III</i></u> Director of Schools	<u>5/23/24</u> Date
Declined	<input type="checkbox"/>		

**Agenda Item Title:** Career Ladder - Schools Budget Amendment for General Purpose School Fund 141

**Board Meeting Date:** May 28, 2024

**Department:** Finance Department

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This amendment budgets new revenue for Career Ladder for FY24 to align with the State's end of year Career Ladder report. This will recognize new revenue of \$1,146 and expenses in corresponding lines of career ladder, social security, state retirement, and Medicare.

### Staff Recommendation

Approve the amendment for the new revenue in the General Purpose School Fund 141.

### Fiscal Impact

Increases revenues and corresponding expenditures by \$1,146.

### Connection to MCS's Five-Year Strategic Plan

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

Schools General Purpose School Fund  
Fiscal Year 2023-24

Exhibit A to Resolution

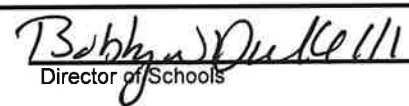
CEO supplement

Account Description	BUDGET AS PASSED OR		AMENDED	AMENDMENT INCREASE
	PREV AMENDED	BUDGET		(DECREASE)
<u>Revenues</u>				
141 - 46610 Career Ladder	56,000	57,146		1,146
<b>Total Increase in Revenues</b>	<b>\$ 56,000</b>	<b>\$ 57,146</b>	<b>\$</b>	<b>1,146</b>
<u>Expenditures</u>				
141-72320-117 Career Ladder	-	1,000		1,000
141-72320-201 Social Security	16,925	16,987		62
141-72320-204 State Retirement	24,650	24,719		69
141-72320-212 Medicare	3,960	3,975		15
<b>Total Increase in Expenditures</b>	<b>\$ 45,535</b>	<b>\$ 46,681</b>	<b>\$</b>	<b>1,146</b>

CHANGE IN FUND BALANCE (CASH) -

This amendment budgets an additional \$1,146 in Career Ladder for FY24 to align with the State's end of year Career Ladder report. This will be expensed in the Office of Superintendent for career ladder, social security, state retirement, and medicare. There is no change to fund balance.

 5/23/24  
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>		<u>5/23/24</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

**Agenda Item Title:** Schools Budget Amendment for Extended School Program Fund 146

**Board Meeting Date:** May 28, 2024

**Department:** Finance Department

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This amendment is a transfer of previously approved funds within the same major budget categories to balance each account for year-end.

This amendment transfers a total of \$25,500 to recognize changes in preliminary salary and benefit budget estimates to projected year-end actuals. This includes increases to State Retirement and Life Insurance and a decrease to Other Salary and Wages. Each increase is sustained through transfers within each category with no major changes to the fiscal budget.

### Staff Recommendation

Approve the amendment for the Extended School Program 146.

### Fiscal Impact

This will move the FY23-24 budget from preliminary estimates to actual projections with no new revenues or expenditures, no new positions, and no change to fund balance.

### Connection to MCS's Five-Year Strategic Plan

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

City Schools

## INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2024 Extended School Program (ESP) Fund 146

Account	Description	Increase	Decrease
146 E 73300 204	STATE RETIREMENT	25,000	
146 E 73300 206	LIFE INSURANCE	500	
146 E 73300 189	OTHER SALARIES AND WAGES		25,500
<b>Total</b>		\$ 25,500	\$ 25,500

Explanation: To transfer \$25,500 in previously approved funds within the employee Benefits line-items from savings in Other Salaries and Wages.

[Signature] 5/23/24  
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby W Duke III</u>	<u>5/23/24</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

**Agenda Item Title:** Schools Budget Amendment for General Purpose School Fund 141

**Board Meeting Date:** May 28, 2024

**Department:** Finance Department

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This amendment budgets an additional \$165,000 in Interest Earned/Checking and \$278,072 of TISA state Funding for FY24 to align with the year-end actual revenue. The expenditures will be in Support – Maintenance of Plant: other contracted services, maintenance and repair of buildings, maintenance and repair of equipment, and other supplies and materials.

### Staff Recommendation

Approve the amendment for the additional revenue in the General Purpose School Fund 141.

### Fiscal Impact

Increases revenues and corresponding expenditures by \$443,072.

### Connection to MCS's Five-Year Strategic Plan

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

Schools General Purpose School Fund  
Fiscal Year 2023-24

Exhibit A to Resolution

Interest Earned/Checking & TISA

Account Description	BUDGET	AMENDED	AMENDMENT
	AS PASSED OR	BUDGET	INCREASE
	PREV AMENDED		(DECREASE)
<u>Revenues</u>			
141 - 44111 Interest Earned/Checking	60,000	225,000	165,000
141 - 46510 TISA	59,713,965	59,992,037	278,072
<b>Total Increase in Revenues</b>	<b>\$ 59,773,965</b>	<b>\$ 60,217,037</b>	<b>\$ 443,072</b>

<u>Expenditures</u>			
141-72620-399 Other Contracted Services	75,000	130,000	55,000
141-72620-335 Maint. & Rep. of Building	822,493	1,047,493	225,000
141-72620-336 Maint. & Rep. of Equip.	443,887	573,887	130,000
141-72620-499 Other Supplies & Mater.	101,219	134,291	33,072
<b>Total Increase in Expenditures</b>	<b>\$ 1,442,599</b>	<b>\$ 1,885,671</b>	<b>\$ 443,072</b>

CHANGE IN FUND BALANCE (CASH)

This amendment budgets an additional \$165,000 in Interest Earned/Checking and \$278,072 of TISA funding for FY24 to align with the year end actual revenue. The expenditures will be in Support - Maintenance of Plant: other contracted services, maintenance and repair of buildings, maintenance and repair of equipment, and Other Supplies. There is no change to fund balance.

*[Handwritten Signature]*

*5/23/24*

Reviewed by Finance Director/Finance Manager

Date

Approved	<input checked="" type="checkbox"/>	<i>Bobby W. Duke III</i>	<i>5/23/24</i>
Declined	<input type="checkbox"/>	Director of Schools	Date



**Agenda Item Title:** Schools Budget Amendment for General Purpose School Fund 141

**Board Meeting Date:** May 28, 2024

**Department:** Finance Department

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This amendment is a transfer of previously approved funds within the same major budget categories to balance each account for year-end.

This amendment transfers a total of \$576,225 to recognize changes in preliminary salary and benefit budget estimates to projected year-end actuals. Increases include benefit categories, clerical personnel, education assistants, and adjustment to supervisor salary. Each increase is sustained through transfers within each category and no major change to the fiscal budget.

### Staff Recommendation

Approve the amendment for the General Purpose School Fund 141.

### Fiscal Impact

This will move the FY23-24 budget to actual projections with no new revenues or expenditures, no new positions, and no change to fund balance.

### Connection to MCS's Five-Year Strategic Plan

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

# Murfreesboro City Schools

## INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year 2023-2024 General Purpose Schools Fund 141

May 28, 2023

Expenditure Accounts	Description	Increase	Decrease
141 E 71100 163	EDUCATIONAL ASSISTANTS		123,500
141 E 71100 204	STATE RETIREMENT	408,500	
141 E 71100 207	MEDICAL INSURANCE		141,500
141 E 71100 208	DENTAL INSURANCE		10,000
141 E 71100 217	HYBRID STABILIZATION RETIREMENT		130,000
141 E 71100 299	OTHER FRINGE BENEFITS	1,500	
141 E 71100 599	OTHER CHARGES		5,000
<b>Total Regular Education</b>		<b>\$ 410,000</b>	<b>\$ 410,000</b>
141 E 72120 131	MEDICAL PERSONNEL		5,000
141 E 72120 204	STATE RETIREMENT		500
141 E 72120 207	MEDICAL INSURANCE	8,000	
141 E 72120 217	HYBRID STABILIZATION RETIREMENT	500	
141 E 72120 355	TRAVEL		500
141 E 72120 413	DRUGS & MEDICAL SUPPLIES		500
141 E 72120 524	STAFF DEVELOPMENT		1,000
141 E 72120 790	EQUIPMENT		1,000
<b>Total Health Services</b>		<b>\$ 8,500</b>	<b>\$ 8,500</b>
141 E 72130 204	STATE RETIREMENT	5,000	
141 E 72130 217	RETIREMENT - HYBRID		5,000
<b>Total Other Student Support Services</b>		<b>\$ 5,000</b>	<b>\$ 5,000</b>
141 E 72210 129	LIBRARY/MEDIA SPECIALISTS		12,000
141 E 72210 163	EDUCATION ASSISTANTS	20,000	
141 E 72210 207	MEDICAL INSURANCE	20,000	
141 E 72210 299	FRINGE BENEFITS		3,000
141 E 72210 399	OTHER CONTRACTED SERVICES		\$ 5,000
141 E 72210 524	STAFF DEVELOPMENT		\$ 5,000
141 E 72210 790	EQUIPMENT		\$ 15,000
<b>Total Regular Instruction Program</b>		<b>\$ 40,000</b>	<b>\$ 40,000</b>
141 E 72220 124	PSYCHOLOGICAL PERSONNEL		10,000
141 E 72220 204	STATE RETIREMENT	12,000	
141 E 72220 217	RETIREMENT - HYBRID		2,000
<b>Total Special Education Program</b>		<b>\$ 12,000</b>	<b>\$ 12,000</b>
141 E 72250 207	MEDICAL INSURANCE	3,500	
141 E 72250 317	DATA PROCESSING SUPPLIES		3,500
<b>Total Technology</b>		<b>\$ 3,500</b>	<b>\$ 3,500</b>
141 E 72310 207	MEDICAL INSURANCE	\$ 500	
141 E 72310 208	DENTAL INSURANCE	\$ 25	
141 E 72310 210	UNEMPLOYMENT COMPENSATION		20,525
141 E 72310 510	TRUSTEE'S COMMISSION	20,000	
<b>Total Board of Education</b>		<b>\$ 20,525</b>	<b>\$ 20,525</b>
141 E 72320 207	MEDICAL INSURANCE	1,250	
141 E 72320 299	OTHER FRINGE BENEFITS		1,250
<b>Total Director of Schools</b>		<b>\$ 1,250</b>	<b>\$ 1,250</b>


Expenditure Accounts	Description	Increase	Decrease
141 E 72410 104	PRINCIPALS		10,000
141 E 72410 117	CAREER LADDER	1,000	
141 E 72410 139	ASSISTANT PRINCIPALS		7,000
141 E 72410 204	RETIREMENT	12,000	
141 E 72410 207	MEDICAL INSURANCE	14,000	
141 E 72410 217	RETIREMENT - HYBRID		5,000
141 E 72410 307	COMMUNICATION		5,000
<b>Total Office of Principal</b>		<b>\$ 27,000</b>	<b>\$ 27,000</b>
141 E 72510 105	SUPERVISOR/DIRECTOR	2,600	
141 E 72510 122	PURCHASING PERSONNEL		1200
141 E 72510 207	MEDICAL INSURANCE	400	
141 E 72510 299	OTHER FRINGE BENEFITS		1800
<b>Total Finance</b>		<b>\$ 3,000</b>	<b>\$ 3,000</b>
141 E 72520 204	RETIREMENT	350	
141 E 72520 207	MEDICAL INSURANCE		2,050
141 E 72520 524	IN-SERVICE/STAFF DEVELOPMENT		300
141 E 72520 355	TRAVEL	2,000	
<b>Total Human Resources</b>		<b>\$ 2,350</b>	<b>\$ 2,350</b>
141 E 72710 162	CLERICAL PERSONNEL	15,000	
141 E 72710 207	MEDICAL INSURANCE	20,000	
141 E 72710 425	GASOLINE		35,000
<b>Total Transportation</b>		<b>\$ 35,000</b>	<b>\$ 35,000</b>
141 E 73300 162	CLERICAL PERSONNEL	1,700	
141 E 73300 189	OTHER SALARIES AND WAGES		1,700
141 E 73300 207	MEDICAL INSURANCE	3,200	
141 E 73300 355	TRAVEL		1,000
141 E 73300 499	OTHER SUPPLIES AND MATERIALS		2,200
<b>Total Community Services</b>		<b>\$ 4,900</b>	<b>\$ 4,900</b>
141 E 73400 163	EDUCATIONAL ASSISTANTS		2,000
141 E 73400 204	STATE RETIREMENT	3,200	
141 E 73400 217	RETIREMENT - HYBRID		1,200
<b>Total Community Services</b>		<b>\$ 3,200</b>	<b>\$ 3,200</b>
<b>Total Expenditures</b>		<b>\$ 576,225</b>	<b>\$ 576,225</b>

To transfer \$576,225 in budgeted expenditures within major categories to recognize changes in preliminary salary and benefit budget estimates to projected year-end actuals. Increases include benefit categories, clerical personnel, educational assistants, and adjustment to supervisor salary line. Each increase is sustained through transfers within each category and no major change to fiscal budget.

There are no new revenues or expenditures, no new positions, and no change to fund balance.

  
 Reviewed by Finance Director/Finance Manager

5/23/24  
 Date

Approved	<input checked="" type="checkbox"/>		<u>5/23/24</u>
		Director of Schools	Date
Declined	<input type="checkbox"/>		

**Agenda Item Title:** Schools Budget Amendment for Federal Projects Fund 142 – Paid Parental Leave for Federally Funded Employees

**Board Meeting Date:** May 28, 2024

**Department:** Finance Department

**Presented by:** Trey Duke

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

### Summary

This amendment budgets new revenue for Paid Parental Leave for FY24. Paid Parental Leave is reported to the State and reimbursed for licensed employees who utilize six paid workweeks after a birth or stillbirth of the employee's child or employee's adoption of a newly placed minor child.

The revenue will be recorded in Paid Parental Leave for \$23,961 and the expenditures related to the lines for coverage: speech pathologist, social security, retirement, Medicare, other fringe benefits, social workers, medical & dental insurance, and other salary & wages.

### Staff Recommendation

Approve the amendment for the new revenue in the Federal Projects Fund 142

### Fiscal Impact

Increases revenues and corresponding expenditures by \$23,961.

### Connection to MCS's Five-Year Strategic Plan

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

Schools Federal Projects Fund 142  
Fiscal Year 2023-24

Paid Parental Leave


Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Paid Parental Leave	0	23,961	23,961
<b>Total Increase in Revenues</b>	<b>\$ -</b>	<b>\$ 23,961</b>	<b>\$ 23,961</b>

<u>Expenditures</u>			
Paid Parental Leave			
Speech Pathologist	-	7,789	7,789
Social Security	-	465	465
Retirement	-	619	619
Medicare	-	109	109
Other Fringe Benefits	-	210	210
Social Workers	-	8,379	8,379
Social Security	-	425	425
Retirement	-	1,020	1,020
Medical Insurance	-	2,785	2,785
Dental Insurance	-	35	35
Medicare	-	99	99
Other Salaries & Wages	-	1,563	1,563
Social Security	-	87	87
Retirement	-	124	124
Medical Insurance	-	225	225
Dental Insurance	-	6	6
Medicare	-	20	20
<b>Total Increase in Expenditures</b>	<b>\$ -</b>	<b>\$ 23,961</b>	<b>\$ 23,961</b>

CHANGE IN FUND BALANCE (CASH) -

This amendment budgets the FY 24 Paid Parental Leave revenue from the State for FY24 and it will be used to cover extra expenditures in Federal Projects Fund including: speech pathologist, social security retirement, medicare, other fringe benefits, social workers, medical & dental insurance, other salary & wages.


5/23/24  
 \_\_\_\_\_  
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	 Director of Schools	5/23/24 Date
Declined	<input type="checkbox"/>		

**Agenda Item Title:** Schools Budget Amendment for General Purpose School Fund 141 – Paid Parental Leave

**Board Meeting Date:** May 28, 2024

**Department:** Finance Department

**Presented by:** Trey Duke

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This amendment budgets new revenue for Paid Parental Leave for FY24. Paid Parental Leave is reported to the State and reimbursed for licensed employees who utilize six paid workweeks after a birth or stillbirth of the employee's child or employee's adoption of a newly placed minor child.

The revenue will be recorded in Paid Parental Leave for \$245,000 and the expenditures related to the lines for coverage: teachers, career ladder, substitute teachers, state retirement, and contracts w/ private agencies.

### Staff Recommendation

Approve the amendment for the new revenue in the General-Purpose Fund 141.

### Fiscal Impact

Increases revenues and corresponding expenditures by \$245,000.

### Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools Budget Amendment (#10)

BOE Approval

5/28/2024

Schools General Purpose School Fund  
Fiscal Year 2023-24

Exhibit A to Resolution

Paid Parental Leave

Account Description	BUDGET	AMENDED	AMENDMENT
	AS PASSED OR PREV AMENDED	BUDGET	INCREASE (DECREASE)
<u>Revenues</u>			
141 - 46990 Paid Parental Leave	-	245,000	245,000
<b>Total Increase in Revenues</b>	<b>\$ -</b>	<b>\$ 245,000</b>	<b>\$ 245,000</b>

<u>Expenditures</u>			
141-71200-116 Teachers	4,539,000	4,614,000	75,000
141-71200-117 Career Ladder	4,000	7,000	3,000
141-71200-195 Substitute Teachers	150,000	207,000	57,000
141-71200-204 State Retirement	698,035	768,035	70,000
141-71200-312 Contracts w/Private Agenc	245,000	285,000	40,000
<b>Total Increase in Expenditures</b>	<b>\$ 5,636,035</b>	<b>\$ 5,881,035</b>	<b>\$ 245,000</b>

CHANGE IN FUND BALANCE (CASH) -

This amendment budgets the FY24 Paid Parental Leave revenue from the State for FY 24 and it will be used to cover extra expenditures in Special Education Program including: Teacher salary (extra hired), career ladder, substitute teachers, state retirement, and contracts w/ private agencies.



5/23/24

Reviewed by Finance Director/Finance Manager

Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby W. Dulle III</u>	<u>5/27/24</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

**Agenda Item Title:** FY24 IDEA Part B

**Board Meeting Date:** May 28, 2024

**Department:** Finance & Federal Programs

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

The Federal Program and Finance departments are seeking approval for a budget amendment to FY24 IDEA Part B funding source. This grant amendment of \$5,000 is to provide Extended School Year services for additional learning support for special education students to address emerging skills in academic areas as well as to provide SLP services for the month of June 2024.

### Staff Recommendation

Recommend approval of the budget amendment for FY24 IDEA Part B.

### Fiscal Impact

There is no overall 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 Schools


## INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY24 IEA Part B Revision 4  
 BOE Meeting Date 28-May-24

Account	Description	Increase	Decrease
	<b>IDEA Part B</b>		
142 E 71200 189	Other Salaries & Wages	5,000	
142 E 71200 429	Instructional Supplies		5,000
<b>Total</b>		<u>\$ 5,000</u>	<u>\$ 5,000</u>

Explanation: This grant amendment of \$5,000 is to provide Extended School Year services for additional learning support for special education students to address emerging skills in academic areas as well as to provide SLP services for the month of June 2024

The budget amendment is reasonable, necessary and allowable

 Reviewed by Finance Director/Finance Manager      5/23/24 Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby N Duke III</u> Director of Schools	<u>5/23/2024</u> Date
Declined	<input type="checkbox"/>		

**Agenda Item Title:** FY24 21<sup>st</sup> CCLC

**Board Meeting Date:** May 28, 2024

**Department:** Finance & Federal Programs

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

The Federal Program and Finance departments are seeking approval for a budget amendment to 21<sup>st</sup> CCLC funding source. This grant amendment of \$28,497 is to re-budget savings from bus drivers, fuel and travel. Funding reallocation will be used to help fund staff and certified salaries for summer programming for the month of June at Bradley, Black Fox, Cason Lane, Hobgood, John Pittard, Reeves-Rogers Mitchell Neilson and Northfield. This change in expenditure will not have an overall impact on programming. FY24 21<sup>st</sup> CCLC grant must be spent or encumbered by June 30, 2024. This budget amendment will allow us to expend all funds by the required deadline.

### Staff Recommendation

Recommend approval of the budget amendment for 21<sup>st</sup> CCLC.

### Fiscal Impact

There is no overall 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 Schools

## INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY24 21st CCLC Revision 3  
 BOE Meeting Date 28-May-24

Account	Description	Increase	Decrease
	<b>21st CCLC</b>		
142 E 73300 105	Supervisor/Director	1,094	
142 E 73300 163	Educational Assistants	20,406	9,564
142 E 73300 189	Other Salaries & Wages		
142 E 73300 201	Social Security	763	
142 E 73300 204	Retirement	2,458	8
142 E 73300 206	Life Insurance		1
142 E 73300 207	Medical Insurance		1
142 E 73300 208	Dental Insurance		
142 E 73300 212	Medicare	3,775	50
142 E 73300 217	Retirement-Hybrid		9,978
142 E 73300 524	Staff Development		8,896
142 E 73300 599	Other Charges (Fuel)		
<b>Total</b>		<b>\$ 28,497</b>	<b>\$ 28,497</b>

Explanation: This amendment of \$28,497 is to re-budget savings from bus drivers, fuel and travel. The funding reallocation will be used to help fund staff and certified salaries for summer programming for grant students. This budget amendment will allow us to expend all funds by the required deadline of June 30, 2024.

The budget amendment is reasonable, necessary and allowable

[Signature] 5/23/24  
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby W Duke III</u> Director of Schools	<u>5/23/2024</u> Date
Declined	<input type="checkbox"/>		

**Agenda Item Title:** Schools Budget Amendment for Indigent Children’s Fund 147

**Board Meeting Date:** May 28, 2024

**Department:** Finance Department

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This amendment budgets new revenue for the Indigent Children’s Fund. The revenue will be recorded in contributions & gifts and expenditures in other charges. The donation of \$1,730 will have no effect on the fund balance.

### Staff Recommendation

Approve the amendment for the new revenue in the Indigent Children’s Fund.

### Fiscal Impact

Increases revenues and corresponding expenditures by \$1,730.

### Connection to MCS’s Five-Year Strategic Plan

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

Schools Indigent Children's Fund 147  
Fiscal Year 2023-24

Exhibit A to Resolution

Contribution and Gifts

Account Description	BUDGET	AMENDED	AMENDMENT
	AS PASSED OR PREV AMENDED	BUDGET	INCREASE (DECREASE)
<u>Revenues</u>			
147 - 46570 Contributions and Gifts	-	1,730	1,730
<b>Total Increase in Revenues</b>	<b>\$ -</b>	<b>\$ 1,730</b>	<b>\$ 1,730</b>

<u>Expenditures</u>			
147-72130-599 Other Charges	-	1,730	1,730
<b>Total Increase in Expenditures</b>	<b>\$ -</b>	<b>\$ 1,730</b>	<b>\$ 1,730</b>

CHANGE IN FUND BALANCE (CASH) -

This amendment recognizes new money for a contribution for the Indigent Children's Fund 147.  
The new revenue will be used in other charges for the fund.

 5/23/24  
\_\_\_\_\_  
Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>		5/27/24
Declined	<input type="checkbox"/>	Director of Schools	Date

**Agenda Item Title:** Approve changes to Board Policy 4.603 on first reading

**Board Meeting Date:** May 28, 2024

**Department:** Legal

**Presented by:** Lauren Bush

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Changes to Board Policy 4.603 are made to clarify that the appeal rights provided to parents/guardians for students subject to retention do not apply to students who are retained pursuant to the State law requiring retention in 3<sup>rd</sup> and 4<sup>th</sup> grade based on performance on State testing. There are separate statutory appeal rights for those students subject to retention under the State law, which are outlined in Board Policy 4.6031.

### Staff Recommendation

Approve changes to Board Policy 4.603 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: <b>Review: Annually, in November</b>	Descriptor Term: <h2 style="margin: 0;">Promotion and Retention</h2>	Descriptor Code: <b>4.603</b>	Issued Date: <b>12/13/22</b>
		Rescinds: <b>IS 14</b>	Issued: <b>04/79; 11/98; 04/01; 09/05; 02/12</b>

1    *General*

2    All promotion and retention decisions shall be made on a case-by-case basis and comply with state and  
 3    federal law. All decisions shall be made in consultation with a student’s IEP and/or 504 team, if  
 4    applicable.<sup>1</sup>

5    Students who have difficulty in achieving the requirements for promotion may be considered for  
 6    retention. Schools shall identify these students by February 1<sup>st</sup>. Factors used to identify students for  
 7    retention shall include:<sup>2</sup>

- 8        1. Ability to perform at the current grade level;
- 9
- 10       2. Results of local assessments, screening, or monitoring tools;
- 11
- 12       3. State assessments, as applicable;
- 13
- 14       4. Home Literacy Reports;<sup>3</sup>
- 15
- 16       5. Overall academic achievement of the student;
- 17
- 18       6. Likelihood of success with more difficult material if promoted to the next grade;
- 19
- 20       7. Attendance record; and
- 21
- 22       8. The student’s maturity.

23    Students may be identified for retention after the February 1<sup>st</sup> deadline if the delay in identifying a  
 24    student is due to:<sup>4</sup>

- 25       1. Date of enrollment;
- 26
- 27       2. Additional information acquired after results of local assessment, screening, or monitoring are  
 28       released; or
- 29
- 30       3. Students do not make previously expected progress.
- 31

**32 PROMOTION PLANS<sup>5</sup>**

33 When a student is identified for retention, the student's parent(s)/guardian(s) shall be notified within  
34 fifteen (15) calendar days, and an individualized promotion plan shall be developed to help the student  
35 avoid retention. The plan shall be developed in coordination with the student's teachers, IEP or 504  
36 team, if applicable, and may also include input from the student's parent(s)/guardian(s), school  
37 counselor, or other appropriate school personnel.

38 Promotion plans shall incorporate evidence-based strategies, including expectations and measurements  
39 that will verify whether a student has made sufficient progress to be promoted to the next grade level,  
40 and be tailored to the student's learning needs. Promotion plans for students in third and fourth grade  
41 will include additional requirements for promoting students in these grades. A copy of the plan will be  
42 provided to the student's parent(s)/guardian(s), and the school shall offer the opportunity for a parent-  
43 teacher conference to discuss the plan. If a student is not making progress on the promotion plan, then  
44 the strategies shall be modified. Parent(s)/guardian(s) shall be provided with any changes to the  
45 promotion plan.

46 A student who demonstrates sufficient academic progress according to his/her promotion plan shall be  
47 promoted to the next grade level unless retention is required per additional requirements for students in  
48 third and fourth grade.<sup>6</sup>

49 If a student has not demonstrated sufficient academic progress according to his/her promotion plan by  
50 the end of the school year, the student shall be eligible to enroll in a summer reading or learning  
51 program, if available. Parent(s)/guardian(s) shall be notified of a decision for retention at least ten (10)  
52 calendar days prior to the start of the next school year if the student was enrolled in a summer program.  
53 However, if the student wasn't enrolled in a summer program, the parent(s)/guardian(s) shall be  
54 notified of a decision for retention at least thirty (30) calendar days prior to the start of the next school  
55 year.<sup>7</sup>

**56 RETENTION<sup>6</sup>**

57 A student may be retained when such retention is in the best interests of the student or when retention  
58 is required per additional requirements for students in third and fourth grade.

**59 *Decision of Retention – General*<sup>8</sup>**

60 If a student is retained, the Principal/designee shall develop an individualized academic remediation  
61 plan within thirty (30) calendar days after the beginning of the next school year. A copy of the plan  
62 shall be provided to the student's parent(s)/guardian(s) within ten (10) calendar days of its  
63 development. The plan shall include at least one of the following strategies:

- 64 1. Adjustment to the current instructional strategies or materials;
- 65
- 66 2. Additional instructional time;
- 67
- 68 3. Individual tutoring;
- 69



- 70 4. Modification to the student's classroom assignment to ensure the student receives  
71 instruction from a teacher with a level of overall effectiveness of above expectations (level  
72 4) or significantly above expectations (level 5); or  
73  
74 5. Attendance or truancy interventions.

75 A student shall not be retained more than once in any grade. The progress of students who are retained  
76 shall be closely monitored and reported to parent(s)/guardian(s) at least three (3) times during the  
77 school year in which the student is retained. The Director of Schools shall develop procedures to  
78 ensure appropriate recordkeeping of students who are retained.

79 *Decision of Retention – Students with Disabilities*<sup>9</sup>

80 Retention and promotion decisions shall be made on a case-by-case basis and in consultation with the  
81 student's IEP and/or 504 team to determine whether the student's performance on the ELA portion of  
82 TCAP was due to the student's disability. The school district shall not retain a student with a disability  
83 or a suspected disability that impacts their ability to read.

84 **APPEALS**<sup>7,10</sup>

85 When a student is identified for retention, the parent(s)/guardian(s) shall be notified about the decision  
86 to retain the student and provided with information on the right to appeal the decision. Appeals shall be  
87 made to a committee appointed by the principal within fourteen (14) days. The student and his/her  
88 parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall be given  
89 the opportunity to address the committee. The committee shall conduct a hearing within thirty (30) days  
90 to determine if the student will be promoted and issue such decision within fourteen (14) days. Upon  
91 notification of the committee decision, the principal shall send written notification to the Director of  
92 Schools/designee and the parent(s)/guardian(s). The notification shall advise parent(s)/guardian(s) of  
93 their right to appeal such action within 7 days to the Director of Schools/designee.

94 The appeal shall be heard no later than ten (10) business days after the request for appeal is received. A  
95 decision shall be issued within seven (7) business days.

96 Within five (5) business days of the Director of Schools/designee rendering a decision, the student's  
97 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.  
98 Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee.  
99 The action of the Board shall be final.

100 For students where retention is required by additional statutory requirements in third and fourth grade,  
101 parent(s)/guardian(s) may appeal this decision directly to the Department of Education in accordance  
102 with State law.<sup>11</sup> This Appeals section does not apply to students retained pursuant to the additional  
103 statutory requirements in third and fourth graders.

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Legal References

1. 20 USCA § 1400 *et seq.*; 29 U.S.C. § 794 (Section 504); TRR/MS 0520-01-03-.16; TCA 49-6-3115
2. TRR/MS 0520-01-03-.16(5)
3. TCA 49-1-905(e)
4. TRR/MS 0520-01-03-.16(4)
5. TRR/MS 0520-01-03-.16(6)
6. TRR/MS 0520-01-03-.16(6)(f)
7. TRR/MS 0520-01-03-.16(6)(e)
8. TRR/MS 0520-01-03-.16(6)(g)
9. 29 U.S.C. § 794 (Section 504); 20 USCA § 1400 *et seq.*; TRR/MS 0520-01-03-.16(7)(e)
10. TRR/MS 0520-01-03-.16(3); TRR/MS 0520-01-02-.17(7); TCA 49-6-3102(e)(1)
- ~~10-11.~~ [TRR/MS 0520-01-03-.16\(7\)\(f\)](#)

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Cross References

Credit Recovery 4.210  
Grading System 4.600  
Reporting Student Progress 4.601  
Attendance 6.200  
Student Assignments 6.205  
Homeless Students 6.503  
Student Records 6.600

**Agenda Item Title:** Approve Board Policy 5.3031, Leave for Religious Observance, on second reading

**Board Meeting Date:** May 28, 2024

**Department:** Legal

**Presented by:** Lauren Bush

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

A substantive change was made to this board policy recommendation between the first and second reading. The phrase “or sick leave as allowed by Board Policy 5.302” was added between readings. It is now presented for adoption on second and final reading.

### Staff Recommendation

Approve Board Policy 5.3031, Leave for Religious Observance, on second 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: <b>Review: Annually, in January</b>	Descriptor Term: <b>Leave for Religious Observance</b>	Descriptor Code: <b>5.3031</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

## 1 *General*

2 To the extent that modifications in work schedules do not interfere with the efficient operation of the  
3 school system, an employee whose personal religious beliefs require that he or she abstain from work  
4 at certain times of the workday or workweek must be permitted to work alternative work hours so that  
5 the employee can meet the religious obligation. Any hours worked in lieu of the normal work schedule  
6 do not create any entitlement to overtime pay.

## 7 **PROCESS FOR REQUESTING A SCHEDULE ACCOMODATION**

8 An employee whose religious beliefs and/or practices conflict with their work schedule shall submit a  
9 written request for an accommodation. The immediate supervisor will evaluate the request considering  
10 whether a work conflict exists due to a sincerely held religious belief or practice and whether an  
11 accommodation is available that is reasonable and that would not create an undue hardship. Employee  
12 may be allowed to take unpaid leave, accrued vacation or personal leave, **or sick leave as allowed by**  
13 **Board Policy 5.302.**

14 The supervisor and employee will meet to discuss the request and decision on an accommodation. If  
15 the employee accepts the proposed religious accommodation, the immediate supervisor will implement  
16 the decision. If the employee rejects the proposed accommodation, he or she may appeal this decision  
17 to the Director of Schools. Any denial of such accommodation must be given to the employee in  
18 writing.

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### Legal References

1. Title VII, 42 U.S.C. Sec. 200e-1(a)

**Agenda Item Title:** Approve Changes to Board Policy 5.305, Family and Medical Leave, on first reading

**Board Meeting Date:** May 28, 2024

**Department:** Legal

**Presented by:** Lauren Bush

**Board Agenda Category:**

- Consent Agenda
  - Action Item
  - Reports and Information
- 

### Summary

The proposed change in Board Policy 5.305 would transition current FMLA leave procedures from a “fixed calendar year” to a rolling 12-month period measured backward from the date the employee uses any FMLA leave. Notice of the potential change was discussed at the March 12, 2024, Board Meeting and was provided to employees on March 28, 2024.

### Staff Recommendation

Approve Changes to Board Policy 5.305, Family and Medical Leave, 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: <b>Review: Annually, in January</b>	Descriptor Term: <b>Family and Medical Leave</b>	Descriptor Code: <b>5.305</b>	Issued Date: <b>07/25/23</b>
		Rescinds: <b>5.305</b>	Issued: <b>01/28/20</b>

## 1 ELIGIBILITY

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

## 6 GENERAL PRINCIPLES

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

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

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

## 27 MATERNITY/PATERNITY LEAVE

- 28 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act-* FMLA leave shall run  
29 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible

1 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,  
2 childbirth, and nursing of a newborn child.<sup>3</sup>

3 ~~1.~~

- 4 2. *Employee's Leave*- Any employee who goes on maternity/paternity leave shall be allowed to  
5 use all or a portion of the employee's accumulated sick or annual leave for maternity/paternity  
6 leave purposes. In order to be eligible to use sick leave, written request of the employee  
7 accompanied by a statement from the employee's physician verifying pregnancy shall be  
8 submitted. Upon verification by a written statement from an adoption agency or other entity  
9 handling an adoption, an employee may also be allowed to use accumulated leave for adoption  
10 of a child. If both adoptive parents are employees employed by the district, however, only one  
11 (1) parent is entitled to use such leave.<sup>3</sup>

12 Spouses who are both eligible employees of the school district are limited to a combined total  
13 of twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is  
14 taken for the birth and care of a newborn child, for the placement of a child for adoption or  
15 foster care, or to care for a parent who has a serious health condition. Under certain  
16 circumstances, spouses who share leave for the birth or adoption of a child may be eligible for  
17 limited amount of additional leave for other qualifying FMLA reasons.<sup>4</sup>

- 18  
19 3. *Paid Parental Leave* – Under state law, an additional six (6) work weeks of paid leave is available  
20 to eligible employees after a birth, stillbirth, or adoption of a newly placed minor child. An  
21 eligible employee taking leave under this provision shall not be required to utilize any other type  
22 of accrued leave during this period. Eligible employees include teachers, principals, supervisors,  
23 or other individuals required by law to hold a valid license of qualification for employment who  
24 have been employed with a school district full time for at least twelve (12) consecutive months.  
25

26 Employees shall provide notice to the school district thirty (30) days prior to the intended use of  
27 the leave. If the employee learns about the need for leave less than thirty (30) days in advance,  
28 the employee shall give notice as soon as reasonably possible in order to be eligible for the paid  
29 leave. This paid leave does not need to be taken consecutively; however, the paid leave shall be  
30 used within twelve (12) months of the qualifying event. The leave shall run concurrently with  
31 FMLA leave.<sup>6</sup>

## 32 LEAVE FOR A SERIOUS HEALTH CONDITION<sup>7</sup>

33 Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when  
34 he/she is unable to work because of a serious health condition or to care for an immediate family  
35 member with a serious health condition. Granting of such leave shall be subject to the provisions of  
36 applicable federal and state laws. Employees shall contact Human Resources to determine if the reason  
37 for leave qualifies as FMLA leave. If the leave is foreseeable, the employee shall give thirty (30) days'  
38 notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon as  
39 practicable—generally, either the same or next business day.

## 1 LEAVE FOR MILITARY FAMILY MEMBERS

2 1. *Qualifying Exigency Leave*<sup>8</sup> - Eligible employees are entitled to up to twelve (12) workweeks of  
3 leave because of any “qualifying exigency” arising out of the fact that the spouse, son,  
4 daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been  
5 notified of an impending call to active duty, or has been notified of an impended call to active  
6 duty status in the Armed Forces. Qualifying exigencies may include:

- 7 a. Issues arising from the service member’s short notice deployment;
- 8 b. Military events and related activities (e.g., official ceremonies, support programs);
- 9 c. Making or updating financial and legal arrangements;
- 10 d. Attending counseling;
- 11 e. Taking up to fifteen (15) days leave to spend time with a covered service member who  
12 is on short-term rest and recuperation leave during deployment; or
- 13 f. Attending post-deployment activities.

14 2. *Military Caregiver Leave*<sup>9</sup> - An eligible employee who is the spouse, son, daughter, parent, or  
15 next of kin of a covered service member or covered veteran with a serious injury or illness is  
16 entitled to up to twenty-six (26) workweeks of leave in a “single twelve (12) month period.” A  
17 covered service member is a current member of the Armed Forces, including a member of the  
18 National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is  
19 otherwise in out-patient status, or is otherwise on the temporary disability retired list for a  
20 serious injury or illness.

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

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

## 32 INTERMITTENT LEAVE<sup>10</sup>

33 Eligible employees may take FMLA leave intermittently when medically necessary to care for a  
34 seriously ill family member, because of the employee's own serious health condition, or for the care for  
35 a newborn, a newly adopted child, or a newly placed foster care child. When a licensed employee  
36 requests foreseeable leave for planned medical treatment and the employee would be on leave for  
37 greater than 20% of the total number of working days in the period during which the leave would  
38 extend, the school district may require that such employee elect either to take the leave for periods of a  
39 particular duration, not to exceed the duration of the planned medical treatment, or to transfer



1 temporarily to an available alternative position offered by the school district for which the employee is  
2 qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

### 3 **RESTRICTIONS**

#### 4 1. Notice Requirements

5 a. *Employee Notice*<sup>11</sup> - For foreseeable leave, the employee shall provide the Director of  
6 Schools with at least thirty (30) days written notice before the beginning of the  
7 anticipated leave.

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

#### 15 2. Certification Requirement<sup>14</sup>

16 a. The Director of Schools may require that a request for leave be supported by  
17 certification issued by a health care provider with the following information:  
18 i. The date on which the serious health condition commenced;  
19 ii. The probable duration of the condition;  
20 iii. The appropriate medical facts within the knowledge of the health care provider  
21 regarding the condition; and  
22 iv. A statement that the eligible employee is needed to care for the son, daughter,  
23 spouse, or parent and an estimate of the amount of time that such employee is  
24 needed.  
25 b. If there is any reason to doubt the validity of the certification provided, the Director of  
26 Schools may require, at the expense of the school district, an opinion of a second health  
27 care provider.

#### 28 3. Period Near the End of an Academic Term (Professional Employees)<sup>15</sup>

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

33 b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools  
34 may require the employee to continue taking leave until the end of the term if the leave  
35

1 is greater than two (2) weeks duration and the return to employment would occur during  
 2 the two (2) week period before the end of the term. \_\_\_\_\_

3  
 4 **REQUIREMENTS OF THE BOARD**<sup>16</sup>

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

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Legal References

1. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at \*1—10 (6th Cir. Oct. 17, 2000)
2. Federal Family and Medical Leave Act of 1993, 29 USCA § 2601, 2611 – 2619
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710(a)(2); TCA 8-50-802(a)(4)
5. 29 CFR § 825.120(a)(3)
- ~~6. TCA 8-50-813, Public Acts of 2023, Chapter No. 399~~
- 6.
7. 29 CFR § 825.113
8. 29 CFR § 825.126
9. 29 CFR § 825.124; 29 CFR § 825.127
10. 29 CFR § 825.202
11. 29 CFR § 825.302-825.304
12. 29 CFR § 825.207
13. OP Tenn. Atty Gen 94-004 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F.3d 929, 932 (6<sup>th</sup> Cir. 2000)
14. 29 CFR § 825.305-825.313
15. 29 CFR § 825.602
16. 29 USCA § 2614

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Cross References

- Sick Leave 5.302  
 Long-Term Leaves of Absence 5.304

**Agenda Item Title:** Approve Changes to Board Policy 5.600, Staff Rights and Responsibilities, on second reading

**Board Meeting Date:** May 28, 2024

**Department:** Legal

**Presented by:** Lauren Bush

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Substantive changes were made to this board policy recommendation between the first and second reading. Additional language to clarify staff expectations and expectations related to staff social media use was added between readings. It is now presented for adoption on second and final reading.

### Staff Recommendation

Approve changes to Board Policy 5.600, Staff Rights and Responsibilities, on second 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: <b>Review: Annually, in March</b>	Descriptor Term: <b>Staff Rights &amp; Responsibilities</b>	Descriptor Code: <b>5.600</b>	Issued Date: <b>03/12/19 09/26/17 05/10/22</b>
		Rescinds: <b>5.600</b>	Issued: <b>04/01/12</b>

1 Each employee serves as a representative of the school district. The district is judged by its  
2 employees. All employees should strive to maintain standards of ethical behavior which will not  
3 detract from the educational process.

4 Employees are expected to have the ability to abide by the following minimum standards of ethical  
5 behavior:

- 6 1. To maintain a two-way communication with pupils, parents, staff members, and community.
- 7 2. To solve problems which arise in a just and equitable manner.
- 8 3. To grow in skill and understanding in the job assigned.
- 9 4. To interpret the system's goals and operations to the public.
- 10 5. To refrain from any activities or dealings which would personally enhance the employee to the  
11 detriment of the system.
- 12 6. To abide by established procedures for airing complaints and grievances.

13 In fulfilling any citizenship rights and responsibilities, employees shall give proper consideration to the  
14 educational welfare of students and ensure that no conflict exists with their actual duties.

15 Each staff member has the right to a work environment free from sexual, racial, ethnic and religious  
16 discrimination/harassment.<sup>1</sup>

17 Educators have the right to:<sup>2</sup>

- 18 1. Academic freedom within the confines of state law, ~~and~~ board policy, and district curriculum  
19 expectations in order to create an atmosphere of freedom in the classroom.
- 20 2. Be treated with civility and respect as well as having his/her professional judgement and  
21 discretion respected;
- 22 3. Report any errant, offensive, or abusive content or behavior of a student to the principal and/or  
23 appropriate agencies;
- 24 4. Provide students with a safe environment;
- 25 5. Defend themselves and their students from physical violence or harm;<sup>3</sup>
- 26
- 27
- 28
- 29
- 30

- 1 6. Share information regarding a student’s educational experience, health, or safety with the
- 2 student’s parent(s)/guardian(s) unless otherwise prohibited;<sup>4</sup>
- 3
- 4 7. Review all instructional material or curriculum before being utilized by students; and
- 5
- 6 8. Not be required to use his/her personal money to appropriately equip a classroom.
- 7

8 Each staff member has the responsibility to:

- 9
- 10 1. Make themselves familiar with and abide by, the laws of the state as these affect their work, the
- 11 policies of the Board and the procedures designed to implement them.
- 12
- 13 2. To adhere to the Teacher Code of Ethics, to the extent possible.<sup>5</sup>
- 14
- 15 3. Exercise good judgment in selecting issues for discussion and balance the relative maturity of
- 16 students and the students' right to know.
- 17
- 18 4. Be courteous and helpful in interacting and responding to parents, visitors and members of the
- 19 public.
- 20
- 21 5. Keep all records and prepare and submit promptly all reports that may be required by state law,
- 22 state board regulations, board policy and administrative procedures.
- 23

24 ~~6.—Wear appropriate dress for work according to Board guidelines and local school rules.~~

25

26 6. Exercise sound judgment in their interactions with students and in assigning discipline,

27 ensuring that all actions are carried out with respect, fairness, and empathy to preserve the

28 dignity of each student.

29

30 ~~—Use social media in a manner than upholds the professional standards of the education~~

31 ~~profession, ensuring that their interactions and content shared reflect integrity, respect for~~

32 ~~student privacy, respect for school safety, and adherence to the Teacher Code of Ethics, as~~

33 ~~applicable.<sup>5</sup>~~

34

35

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#### Legal References

1. 42 USCA § 2000e-2(a), (b); TCA 49-6-8004
2. TCA 49-5-209
3. TCA 49-6-2802
4. 20 USCA § 1232g
5. TCA 49-5-1001 *et seq.*

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#### Cross References

Curriculum Development 4.200  
 Controversial Issues 4.800  
 Religious Content of Courses 4.804  
 Staff-Student Relations 5.610  
 Ethics 5.611

**Agenda Item Title:** Approve Changes to Board Policy 5.701, Substitute Teacher, on second reading

**Board Meeting Date:** May 28, 2024

**Department:** Legal

**Presented by:** Lauren Bush

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Substantive changes were made to this board policy recommendation between the first and second reading. Additional language to address substitute training and clarify the ethical requirements of substitute teachers was added to this policy recommendation between readings. It is now presented for adoption on second and final reading.

### Staff Recommendation

Approve Changes to Board Policy 5.701, Substitute Teacher, on second 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: <b>Review: Annually, in February</b>	Descriptor Term: <b>Substitute Teachers</b>	Descriptor Code: <b>5.701</b>	Issued Date: <b>02/28/23</b>
		Rescinds: <b>5.701</b>	Issued: <b>03/22/22</b>

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

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

## 6 APPLICATION/QUALIFICATIONS

7  
8 Criminal history record checks and fingerprinting of applicants for substitute teaching are required.<sup>3</sup>

9 Applicants with revoked licenses or certificates according to the Department of Education shall not be  
10 hired.<sup>4</sup>

11 Qualifications for substitute teachers shall be determined by the Director of Schools in compliance  
12 with state laws and regulations.

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

## 16 COMPENSATION

17  
18 If employed directly by the Board, the compensation of substitute teachers shall be determined  
19 annually by the Board.

## 20 CERTIFICATION

21  
22 When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a  
23 substitute teacher must possess a teaching certificate with endorsement in the discipline(s) to be  
24 taught.<sup>5</sup> After the regular teacher's accumulated leave is exhausted, the substitute teacher must be  
25 licensed and hold the appropriate endorsement for the assignment or be a retired teacher and have held  
26 the appropriate endorsement and must be paid based on the substitute teacher's training and experience  
27 record in accordance with the state and local salary schedules.

28

**29 EMERGENCY NEEDS**

30

31 All teacher aides, secretaries, and clerks are approved substitute teachers for use in emergency  
32 situations.

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

**36 TRAINING AND ORIENTATION**

37

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

**44 RESPONSIBILITIES**

45

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

51

**52 RE-EMPLOYMENT/TERMINATION**

53

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

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



1. TRR/MS 0520-01-02-.04(5)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(14)
5. TCA 49-3-312; TRR/MS 0520-01-02-.04(5)(b)

**Agenda Item Title:** Approve changes to Board Policy 6.203, School Admissions, on first reading

**Board Meeting Date:** May 28, 2024

**Department:** Legal

**Presented by:** Lauren Bush

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Board Policy 6.203 is updated to provide clarification that “city limits” within the policy refers to the corporate city limits established by the City of Murfreesboro. This policy is also updated to remove the section relating to “Students from Military Families” so that this language can be moved to a separate policy.

### Staff Recommendation

Approve changes to Board Policy 6.203, School Admissions, 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: <b>Review: Annually, in September</b>	Descriptor Term:  <b>School Admissions</b>	Descriptor Code: <b>6.203</b>	Issued Date: <b>10/11/22</b>
		Rescinds: <b>6.203</b>	Issued: <b>09/24/19</b>

1 All children residing inside the corporate city limits of Murfreesboro with parent(s) or legal  
2 guardian(s) and who meet the age requirements designated in Board Policy 6.201 shall be admitted to  
3 the Murfreesboro City Schools.

4 Any student entering school for the first time must present:

- 5 1. A birth certificate or officially acceptable evidence of date of birth at the time of registration;<sup>1</sup>
- 6 2. Evidence of a current medical examination.<sup>2</sup> There shall be a complete medical examination of  
7 every student entering school for the first time;
- 8 3. Proof of address of parent or legal guardian upon initial enrollment; however, proof of residency  
9 or guardianship may be requested at any time.
- 10 4. Evidence of state-required immunization.<sup>3</sup>

11 A child whose care, custody and support have been assigned to a resident of the district by a power of  
12 attorney or order of the court shall be enrolled in school provided appropriate documentation has been  
13 filed with the district office.<sup>4</sup>

14 A student may transfer into the school system at any time during the year if the parent(s) or legal guardian  
15 moves their residence into the school system.

## 16 **Immunizations**

17  
18 Any required immunization shall not be required if a qualified physician shall certify that administration  
19 of such immunization would be in any manner harmful to the child involved.

20 In the absence of an epidemic or immediate threat thereof, immunization shall not be required of any  
21 child whose parent or guardian shall object thereto in writing on grounds that such immunization and  
22 other preventive measures conflict with the religious tenants and practices of a well-organized religious  
23 denomination whose teaching include reliance on prayer or spiritual means alone or healing of which he  
24 parent or guardian is an adherent or member.

25 Immunizations required of all students are required for ESL students. If there is a child without  
26 documentation (green card) or is homeless, they will be admitted to school in accordance with federal  
27 law. A reasonable length of time will be given for the parent(s) or guardian(s) to obtain documentation.  
28 The Board believes the main goal is to have children in school.

1

2

3

**4 Name on Pupil Records**

5

6 The name used on the records of a student entering the Murfreesboro City School System must be that  
7 shown on the birth certificate unless evidence is presented that such name has been legally changed as  
8 prescribed by law. If the parent insists on using a name other than that shown on the birth certificate,  
9 both names shall be placed on the cumulative record.

10 If the parent does not have, or cannot obtain a birth certificate, then the name used on the records of such  
11 student will be as shown on documents which are acceptable to the system as proof of date of birth.

12 The name used on the records of a pupil entering the Murfreesboro City Schools from another school  
13 system must be the name shown on the records of that school unless the name has been legally changed.<sup>5</sup>

**14 Digital Photographic Record of Adult Enrolling Students**

15

16 At the time a child is initially enrolled in school, the principal or principal's designee shall inform the  
17 adult individual(s) enrolling the child that school officials confirm the identity of the person removing a  
18 child from school during school hours, either by that person's presentation of an acceptable form of  
19 identification or by a digital photograph of the adult individual(s) enrolling the child taken by a school  
20 official at the time of the child's enrollment. Any adult individual enrolling a student in school shall have  
21 the option of having their photograph taken by a school official and having that photograph retained by  
22 the school as part of that student's permanent record. The parent(s) or legal guardian(s) would be  
23 required to return within a reasonable length of time to provide an official government-issued photo I.D.

**24 Parent or Legal Guardian Notice to School of Student Adjudication**

25

26 If a student has at any time been adjudicated delinquent for any offense listed in TCA 49-6-3051(b), the  
27 parents/guardians and a school administrator of any school having previously received similar notice  
28 from the juvenile court or another source, shall provide to the school principal/designee, the abstract  
29 provided under TCA 37-1-153 or TCA 37-1-154 or other similar written information when any such  
30 student:

31

32 ~~(1)~~ Initially enrolls in an LEA;

33

34 ~~(2)~~ Resumes school attendance after suspension, expulsion or adjudication of delinquency; or

35

36 ~~(2)~~  
(3) Changes schools within this state.

37 This information shall be shared only with school employees who have responsibility for classroom  
38 instruction of the student and the school counselor, social worker or psychologist who is developing a  
39 plan for the child while in the school, and the school resource officer. Such information is otherwise

1 confidential and shall not be released to others, and the written notification shall not become a part of  
2 the student's record.<sup>6</sup>

### 3 **Students Out of City Residing Within Rutherford County outside of Corporate City Limits of City** 4 **of Murfreesboro**

5  
6 Students residing with parent(s) or legal guardian(s) and living outside the corporate city limits, but  
7 within Rutherford County, may be assigned to a Murfreesboro City school contingent upon available  
8 space. Zone waiver applications must be completed on a yearly an annual basis and are applicable to one  
9 school year only depending on school enrollment, capacity, and the information submitted with the  
10 application. The Board has the authority to limit, adjust, or modify the enrollment as it deems necessary.  
11 Once an out-of-city student has been admitted to a Murfreesboro City school under this provision, the  
12 student shall be allowed to continue to attend a Murfreesboro City school for the remainder of their  
13 elementary school years, provided the student and parents comply with all Murfreesboro City Schools'  
14 policies, rules, and regulations, and administrative directives.

15  
16 Should the Board need to rezone the district or a school for any reason, the newly designated school  
17 zones supersede any zone waiver(s) from prior years. Should the Board need to rezone the district or a  
18 school for any reason and close a school zone, ~~out-out-~~of-city students may apply for zone waivers at  
19 any other open zone school.

### 21 **Out-of-County Students**

22 At the discretion of the Director of Schools or designee, out-of-county students may be assigned to a  
23 City school. Students assigned will be assessed an annual fee as determined by the Board. An out-of-  
24 county student residing with a parent or legal guardian who is a full-time or part-time employee of  
25 Murfreesboro City Schools shall not be required to pay the out-of-county tuition. Out-of-County Zone  
26 waiver applications must be completed on an annual ~~yearly~~ basis and are applicable to one school year  
27 only depending on school enrollment, capacity, and the information submitted with the application. Once  
28 an out-of- county student has been admitted to a Murfreesboro City school under this provision, the  
29 student shall be allowed to continue to attend a Murfreesboro City school for the remainder of their  
30 elementary school years, provided that the student and parents pay the relevant tuition and comply with  
31 all Murfreesboro City Schools' policies, rules and regulations, and administrative directives.

32  
33 Should the Board need to rezone the district or a school for any reason, ~~the newly~~the newly- designated  
34 school zones supersede any zone waiver(s) from prior years. Should the Board need to rezone the district  
35 or a school for any reason and close a school zone, out-of-county students may apply for zone waivers  
36 at any other open zone school.

### 37 **Students from Military Families**<sup>7</sup>

38 ~~The Superintendent of Schools shall develop the necessary administrative procedures to ensure that~~  
39 ~~students with parent(s)/guardian(s) in the armed services are identified and that appropriate and~~  
40 ~~available services are provided for these students.~~

1 ~~A student who does not currently reside within the school district shall be allowed to enroll if he/she is~~  
2 ~~a dependent child of a service member who is being relocated to Tennessee on military orders. To be~~  
3 ~~eligible for enrollment, the student will need to provide documentation that he/she will be a resident of~~  
4 ~~the school district on relocation. Within thirty (30) days of enrollment, the parent(s)/guardian(s) of the~~  
5 ~~student shall provide proof of residency within the school district.~~  
6

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#### Legal References

1. TCA 49-6-3008(b)
2. TRR/MS 0520-01-13-.01(1)(a)
3. TCA 49-6-5001(c)
4. TCA 49-6-3001(c)(6); TCA 37-1-131(a)(2)
5. TCA 49-6-5106
6. TCA 49-6-3051
7. State Board of Education Policy 2.103; TCA 49-6-3101

**Agenda Item Title:** Approve changes to Board Policy 6.316, Suspension/Expulsion/Remandment, on first reading

**Board Meeting Date:** May 28, 2024

**Department:** Legal

**Presented by:** Lauren Bush

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

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**Summary**

Changes are made to Policy 6.316 to remove remandment as a discipline offense and rename the policy to clarify discipline options available. Language was also added to include Section 504 as a consideration in disciplinary actions.

**Staff Recommendation**

Approve changes to Board Policy 6.316, Suspension/Expulsion/Remandment, 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 April	Descriptor Term:  <del>Suspension/Expulsion/Remand</del> <u>Suspension/Expulsion</u>	Descriptor Code: <b>6.316</b>	Issued Date: <b>04/13/21</b> <b>04/28/20</b> <b>05/22/18</b>
		Rescinds: <b>STU 25</b>	Issued: <b>09/01/13</b>

## 1 **DEFINITIONS:<sup>1</sup>**

2

3 **Suspension:** dismissed from attendance at school for any reason not more than ten (10) consecutive  
4 days. Multiple suspensions shall not run consecutively nor shall multiple suspensions be applied to  
5 avoid expulsion from school.

6 **Expulsion:** removal from attendance for more than ten (10) consecutive days or more than fifteen (15)  
7 days in a month of school attendance. Multiple suspensions that occur consecutively shall constitute  
8 expulsion.

9 ~~**Remand:** assignment to an alternative school.~~

## 10 **REASONS FOR SUSPENSION/EXPULSION:**

11

12 Any principal, principal-teacher or assistant principal (herein called principal) may suspend/expel any  
13 student from attendance at school or any school-related activity on or off campus or from attendance at  
14 a specific class or classes, or from riding a school bus, without suspending such student from  
15 attendance at school (in-school suspension), for good and sufficient reasons including, but not limited  
16 to:<sup>2</sup>

17

1. Willful and persistent violation of the rules of the school;

18

2. Immoral or disreputable conduct, including vulgar or profane language;

19

3. Violence or threatened violence against the person of any personnel attending or assigned to  
20 any school;

21

4. Willful or malicious damage to real or personal property of the school, or the property of any  
22 person attending or assigned to the school;

23

5. Inciting, advising or counseling of others to engage in any of the acts herein enumerated;

24

6. Marking, defacing, or destroying school property;

25

7. Possession of a pistol, gun or firearm on school property;<sup>3</sup>



- 1 8. Possession of a knife and other weapons, as defined in TCA 39-17-1301, on school property;
- 2 9. Assaulting a principal, teacher, school bus driver or other school personnel with vulgar,
- 3 obscene or threatening language;
- 4 10. Unlawful use or possession of barbitol or legend drugs, as defined in TCA 53-10-101;<sup>3</sup>
- 5 11. Engaging in behavior which disrupts a class or school-sponsored activity;
- 6 12. Making a threat, including a false report, to use a bomb, dynamite, or any other deadly
- 7 explosive or destructive device including chemical weapons on school property or at a school
- 8 sponsored event;
- 9 13. One (1) or more students initiating a physical attack on an individual student on school
- 10 property or at a school activity, including travel to and from school or a school activity;
- 11 14. Off-campus criminal behavior that meets the requirements of T.C.A. 49-6-3401(a)(14) and
- 12 when the student's continued presence in school poses a danger to persons or property or
- 13 disrupts the educational process; and
- 14
- 15 15. Any other conduct prejudicial to good order or discipline in any school.

16 If as a result of an investigation, a principal or the principal's designee finds that a student acted in  
 17 self-defense under a reasonable belief that the student, or another to whom the student was coming to  
 18 the defense, may have been facing the threat of imminent danger of death or serious bodily injury,  
 19 then, the student may not face any disciplinary action.<sup>4</sup>

#### 20 **IN-SCHOOL SUSPENSION:**<sup>5</sup>

- 21
- 22 1. Students given an in-school suspension in excess of one (1) day from classes shall attend either
- 23 special classes attended only by students guilty of misconduct or be placed in an isolated area
- 24 appropriate for study; and
- 25 2. Personnel responsible for in-school suspension will see that each student is supervised at all
- 26 times and has textbooks and classwork assignments from the student's regular teachers.
- 27 Students given in-school suspension shall be required to complete academic assignments and
- 28 shall receive credit for work completed.

#### 29 **PROCEDURES FOR OUT-OF-SCHOOL SUSPENSION AND EXPULSION:**<sup>6</sup>

- 30
- 31 1. Unless the student's continued presence in the school, class or school-related activity presents
- 32 an immediate danger to the student or other persons or property, no principal shall
- 33 suspend/expel any student until that student has been advised of the nature of the student's
- 34 misconduct, questioned about it, and allowed to give an explanation.

1 ~~2.~~ Upon suspension/expulsion of any student (in-school suspension in excess of one (1) day), the  
2 principal shall make an immediate attempt to contact the parent or guardian to inform them of  
3 the suspension/expulsion. The student shall not be sent home before the end of the school day  
4 unless the parent or guardian has been contacted.

5  
6  
7  
8 ~~3.~~ The principal shall notify the parent or guardian and the Director of Schools or designee  
9 in writing:

10 ~~2.~~

11 a. Of the suspension/expulsion and the cause for it; and

12 b. A request for a meeting with the parent or guardian, student and principal, to be held as  
13 soon as possible, but no later than five (5) days following the suspension/-expulsion.

14 ~~4.3.~~ Immediately following the scheduled meeting, whether or not attended by the parent or  
15 guardian or student, the principal shall determine the length of the suspension/expulsion and set  
16 conditions for readmission. If the principal determines the length of the suspension to be  
17 between six (6) and the maximum of ten (10) days, the principal shall develop and implement a  
18 plan for correcting the behavior when the student returns to school.

19 ~~5.4.~~ If at the time of the suspension the principal determines that an offense has been committed  
20 which, in the judgment of the principal would justify a suspension/expulsion for more than ten  
21 (10) days, the principal may suspend/expel/remand the student unconditionally for a specified  
22 period of time or upon such terms and conditions as are deemed reasonable.

23 ~~6.5.~~ The principal shall immediately give written or actual notice to the parent or guardian and the  
24 student of the right to appeal the decision to suspend/expel/remand for more than ten (10) days.  
25 All appeals must be filed, orally or in writing, within five (5) days after receipt of the notice  
26 and may be filed by the parent or guardian, the student or any person holding a teaching license  
27 who is employed by the school system if requested by the student.

28 ~~7.6.~~ The appeal from this decision shall be to the Board or to the Disciplinary Hearing Authority.

29 ~~8.7.~~ If the suspension/expulsion occurs during the last ten (10) days of any term or semester, the  
30 student shall be permitted to take such final examinations or submit such required work as  
31 necessary to complete the course of instruction for that semester, subject to conditions  
32 prescribed by the principal.

### 33 **SPECIAL EDUCATION STUDENTS<sup>7</sup>**

34 Those students falling under the purview of IDEA (Individuals with Disabilities Education Act) and/or  
35 Section 504 of the Rehabilitation Act of 1973 will be disciplined in accordance with federal and state  
36 regulations for IDEA/504 students.

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**Legal References**

1. TCA 49-6-3007(g)
2. TCA 49-2-203(a)(7); TCA 49-6-3401(a)
3. TCA 39-17-1309; TCA 39-17-417
4. TCA 49-6-3401(i)
5. TCA 49-6-3401(b)(1)
6. TCA 49-6-3401(a)–(c); *Goss v. Lopez*, 419 U.S. 565 (1975); 20 USCA 1415;
- 6-7. [34 CFR § 104.4\(a\)](#); Individuals with Disabilities Act Amendments of 1997 § 615

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**Cross References**

Procedural Due Process 6.302  
Bus Conduct 6.308  
Zero Tolerance Offenses 6.309  
Discipline Procedures 6.313  
Disciplinary Hearing Authority 6.317

**Agenda Item Title:** Approve Board Policy 6.506, Students from Military Families, on first reading

**Board Meeting Date:** May 28, 2024

**Department:** Legal

**Presented by:** Lauren Bush

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This is a new policy recommendation based on a TSBA model policy that outlines statutory rights of and school district obligations to students from military families.

### Staff Recommendation

Approve Board Policy 6.506, Students from Military Families, 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 Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <h2 style="text-align: center;">Students from Military Families</h2>	Descriptor Code: <h3 style="text-align: center;">6.506</h3>	Issued Date:
		Rescinds:	Issued:

1     *General*

2     The Director of Schools shall develop the necessary administrative procedures to ensure that students  
 3     with parent(s)/guardian(s) in the armed services are identified and that appropriate and available  
 4     services are provided for these students.<sup>1</sup>

5     **RELOCATION OF MILITARY SERVICE MEMBER<sup>2</sup>**

6     A student who does not currently reside within the school district shall be allowed to enroll if he/she is  
 7     a dependent child of a service member who is being relocated to Tennessee on military orders. To be  
 8     eligible for enrollment, the student will need to provide documentation that he/she will be a resident of  
 9     the school district on relocation.

10    Within ten (10) days of enrollment, the parent(s)/guardian(s) of the student shall provide proof of  
 11    residency within the school district.

12    **ABSENCES**

13    Principals shall provide students with a one (1) day excused absence prior to the deployment of and a  
 14    one (1) day excused absence upon the return of a parent/guardian serving active military service.

15    Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a  
 16    parent/guardian during a deployment cycle. The student shall provide documentation to the school as  
 17    proof of his/her parent/guardian's deployment. Students shall be permitted to make up school work  
 18    missed during these absences.<sup>3</sup>

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Legal References

1. State Board of Education Policy 2.103
2. TCA 49-6-3101
3. TCA 49-6-3019

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Cross References

- Attendance 6.200  
 School Admissions 6.203

**COMPARISON OF BUDGET TOTALS**  
**July 1, 2023 Through April 30, 2024**

<b>TOTAL INCOME</b>	<b>7/1/23 - 4/30/24</b>	<b>\$</b>	<b>89,130,076</b>
<b>TOTAL EXPENSES</b>	<b>7/1/23 - 4/30/24</b>		<b>77,335,893</b>
			<hr/>
	<b>NET INCOME</b>	<b>4/30/24</b>	<b>\$</b>
			<b>11,794,183</b>
			<hr/> <hr/>

**YEAR-TO-DATE REVENUE COMPARISON**

	BUDGET CLASS.	2022-23 BUDGET	2022-23 YTD REV.	2022-23 OVR/(UNDR) BUDGET	2022-23 % Received	2023-24 BUDGET	2023-24 YTD REV.	2023-24 OVR/(UNDR) BUDGET	2023-24 % Received
1	40110-Current Prop. Tax	15,000,000	14,923,058	(76,942)	99.5%	15,000,000	13,101,048	(1,898,952)	87.3%
2	40210-Local Option Sales Tax	14,300,000	11,545,976	(2,754,024)	80.7%	14,300,000	11,674,197	(2,625,803)	81.6%
3	40000-41110-Other County Rev	1,761,800	1,316,960	(444,840)	74.8%	1,761,800	1,119,750	(642,050)	63.6%
4	43300-44000-Other Local Revenue (Interest, Tuition)	950,926	645,932	(304,994)	67.9%	1,010,926	1,001,153	(9,773)	99.0%
	<i>SUBTOTAL LOCAL REVENUE</i>	\$ 32,012,726	\$ 28,431,925	\$ (3,580,801)		\$ 32,072,726	\$ 26,896,148	\$ (5,176,578)	
5	46310-Project Diabetes Grant	142,600	-	(142,600)	0.0%	93,900	120	(93,780)	0.1%
6	46510-TISA	52,851,000	47,705,400	(5,145,600)	90.3%	59,713,965	54,238,189	(5,475,776)	90.8%
7	46515-Early Childhood Ed. (VPK Grant)	1,063,812	690,756	(373,056)	64.9%	1,326,895	687,344	(639,551)	51.8%
8	46590-Other State Education (Summer Learning Grant)	1,521,737	-	(1,521,737)	0.0%	1,851,909	-	(1,851,909)	0.0%
9	46610-Career Ladder Program	82,000	40,308	(41,692)	49.2%	56,000	62,406	6,406	111.4%
10	46591-Coordinated School Health (ended FY23)	100,000	77,364	(22,636)	77.4%	-	-	-	N/A
11	46595-Family Resource (ended FY23)	29,600	22,209	(7,391)	75.0%	-	-	-	N/A
12	46800-46990-Safe Schools and Public School Security Grant	302,513	79,672	(222,841)	26.3%	523,542	484,290	(39,252)	92.5%
	<i>SUBTOTAL STATE REVENUES</i>	\$ 56,093,262	\$ 48,615,709	\$ (7,477,553)		\$ 63,566,211	\$ 55,472,350	\$ (8,093,861)	
13	47000- Federal Funds	516,921	18,336	(498,585)	3.5%	274,582	-	(274,582)	0.0%
	<i>SUBTOTAL FEDERAL REVENUES</i>	\$ 516,921	\$ 18,336	\$ (498,585)		\$ 274,582	\$ -	\$ (274,582)	
14	49100-49800 Insurance Recovery/Indirect Costs	455,000	-	(455,000)	0.0%	460,000	25,224	(434,776)	5.5%
15	49810-City of Murfreesboro Allocation	7,885,103	6,570,919	(1,314,184)	83.3%	7,885,103	6,570,919	(1,314,184)	83.3%
16	49820-City TN All Corp Grant	500,000	180,393	(319,607)	36.1%	165,435	165,435	(0)	100.0%
	<i>SUBTOTAL OPERATING TRANSFERS</i>	\$ 8,840,103	\$ 6,751,312	\$ (2,088,791)		\$ 8,510,538	\$ 6,761,578	\$ (1,748,960)	
	<b>TOTAL REVENUES</b>	<b>\$ 97,463,012</b>	<b>\$ 83,817,282</b>	<b>\$ (13,645,730)</b>	<b>86.0%</b>	<b>\$ 104,424,057</b>	<b>\$ 89,130,076</b>	<b>\$ (15,293,981)</b>	<b>85.4%</b>

YEAR-TO-DATE EXPENDITURE COMPARISON

APRIL 2024

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	BUDGET CLASS.	2022-23 BUDGET	2022-23 YTD EXP.	2022-23 OVR/(UNDR) BUDGET	2022-23 %	2023-24 BUDGET	2023-24 YTD EXP.	2023-24 OVR/(UNDR) BUDGET	2023-24 %
1	71100-Reg. Instruction	54,131,308	38,822,603	(15,308,705)	71.7%	57,249,035	\$ 40,856,610	(16,392,425)	71.4%
2	71200-Sp. Ed. Instruction	11,069,380	8,024,900	(3,044,480)	72.5%	12,429,470	9,060,850	(3,368,620)	72.9%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	182,175	131,393	(50,782)	72.1%	160,965	128,072	(32,893)	79.6%
5	72120-Health Services	618,920	312,397	(306,523)	50.5%	1,098,216	661,649	(436,567)	60.2%
6	72130-Guidance	3,310,196	2,281,203	(1,028,993)	68.9%	3,623,785	2,638,798	(984,987)	72.8%
7	72210-Reg. Instr. Support	2,391,127	1,720,787	(670,340)	72.0%	2,548,064	1,844,422	(703,642)	72.4%
8	72220-Sp. Ed. Support	1,826,392	1,307,355	(519,037)	71.6%	1,999,863	1,347,098	(652,765)	67.4%
9	72250-Technology	2,464,180	1,842,946	(621,234)	74.8%	2,674,265	1,970,152	(704,113)	73.7%
10	72310-Bd. Of Education	1,751,350	1,539,268	(212,082)	87.9%	1,966,681	1,539,441	(427,240)	78.3%
11	72320-Office of Supt.	423,750	313,192	(110,558)	73.9%	438,963	319,754	(119,209)	72.8%
12	72410-Office of Principal	5,217,780	3,959,361	(1,258,419)	75.9%	5,703,089	4,378,723	(1,324,366)	76.8%
13	72510-Fiscal Services	754,345	601,804	(152,541)	79.8%	886,045	697,219	(188,826)	78.7%
14	72520-Personnel Services	505,320	374,558	(130,762)	74.1%	594,415	467,719	(126,696)	78.7%
15	72610-Oper. Of Plant	6,691,130	4,736,009	(1,955,121)	70.8%	6,402,482	4,441,800	(1,960,682)	69.4%
16	72620-Maint. Of Plant	3,092,033	1,935,209	(1,156,824)	62.6%	4,165,471	2,542,488	(1,622,983)	61.0%
17	72710-Pupil Transp.	4,092,271	2,737,107	(1,355,164)	66.9%	4,544,354	2,955,216	(1,589,138)	65.0%
18	73300-Community Service	444,655	318,933	(125,722)	71.7%	522,655	396,813	(125,842)	75.9%
19	73400-Early Childhood Educ.	1,166,640	755,483	(411,157)	64.8%	1,108,368	791,555	(316,813)	71.4%
20	76100-Reg. Cap. Outlay	130,000	59,547	(70,453)	45.8%	171,872	142,005	(29,867)	82.6%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	99100-Operating Transfers	776,800	237,603	(539,197)	30.6%	217,610	155,510	(62,100)	71.5%
	<b>TOTALS</b>	<b>101,039,752</b>	<b>72,011,657</b>	<b>\$ (29,028,095)</b>	<b>71.3%</b>	<b>108,505,668</b>	<b>77,335,893</b>	<b>\$ (31,169,775)</b>	<b>71.3%</b>



**Enrollment Period 8 - 04/15/24 to 05/13/24\***

	K-6 Gen Ed Totals	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	TOTALS
Black Fox*	795	40			32			867
Bradley	350							350
Cason Lane	702	99	33	20	33			887
Discovery	389							389
Erma Siegel	794		21	12	25		3	855
Hobgood	623				10			633
John Pittard	775	40	23	8	19			865
Mitchell-Neilson	554	40	22	14		21		651
Northfield	601	20	22	12	41			696
Overall Creek	983				12			995
Reeves-Rogers	343							343
Salem	946				19			965
Scales	968				28			996
								9492

<b>Totals</b>	<b>8823</b>	<b>239</b>	<b>121</b>	<b>66</b>	<b>219</b>	<b>21</b>	<b>3</b>	<b>9492</b>
	K-6 Gen Ed Total	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	
TISA Funded	8823				219	21	3	9066
Non-TISA Funded		239	121	66				426

<b>Total Growth Over Period 9 22-23</b>	
Period 9 2022-2023 -----	<b>9301</b>
Growth from 22-23 to 23-24 ---	<b>191</b>

<b>TISA Funded Growth Over Period 9 22-23</b>	
Period 9 2022-2023 -----	<b>8881</b>
Growth from 22-23 to 23-24 ---	<b>185</b>

<b>TISA Funded Growth by Reporting Period</b>	
Period 8 2022-2023 -----	<b>8927</b>
Growth from 22-23 to 23-24 ---	<b>139</b>

<b>Average Attendance Percentage</b>	
95.3%	

\* BF Reporting Period 4/16/24-5/14/24 due to 3/22/24 Closure

**PTR Period 8 - 04/15/24 to 05/13/24\***

	Kindergarten			1st Grade			2nd Grade			3rd Grade			Total	Total	K-3 PTR	4th Grade			5th Grade			6th Grade			Total	Total	4-6 PTR	Total K-6
	P	#	PTR	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio	
<b>Black Fox*</b>	120	6	20.00	110	6	18.33	159	8	19.88	111	6	18.50	500	26	19.23	104	5	20.80	121	5	24.20	70	3	23.33	295	13	22.69	<b>795</b>
<b>Bradley</b>	47	3	15.67	58	3	19.33	50	3	16.67	48	3	16.00	203	12	16.92	52	3	17.33	53	3	17.67	42	2	21.00	147	8	18.38	<b>350</b>
<b>Cason Lane</b>	116	7	16.57	127	7	18.14	112	6	18.67	105	6	17.50	460	26	17.69	108	5	21.60	99	5	19.80	35	2	17.50	242	12	20.17	<b>702</b>
<b>Discovery</b>	60	3	20.00	60	3	20.00	59	3	19.67	60	3	20.00	239	12	19.92	66	3	22.00	66	3	22.00	18	1	18.00	150	7	21.43	<b>389</b>
<b>Erma Siegel</b>	124	7	17.71	127	7	18.14	153	8	19.13	125	7	17.86	529	29	18.24	134	6	22.33	131	6	21.83				265	12	22.08	<b>794</b>
<b>Hobgood</b>	116	6	19.33	97	5	19.40	93	5	18.60	96	5	19.20	402	21	19.14	91	4	22.75	78	4	19.50	52	3	17.33	221	11	20.09	<b>623</b>
<b>John Pittard</b>	128	6	21.33	109	6	18.17	124	6	20.67	116	6	19.33	477	24	19.88	114	6	19.00	135	6	22.50	49	3	16.33	298	15	19.87	<b>775</b>
<b>Mitchell-Neilson</b>	76	4	19.00	101	6	16.83	76	4	19.00	90	5	18.00	343	19	18.05	77	4	19.25	82	4	20.50	52	3	17.33	211	11	19.18	<b>554</b>
<b>Northfield</b>	92	5	18.40	89	5	17.80	100	6	16.67	86	5	17.20	367	21	17.48	101	5	20.20	111	5	22.20	22	1	22.00	234	11	21.27	<b>601</b>
<b>Overall Creek</b>	154	8	19.25	144	7	20.57	167	8	20.88	158	8	19.75	623	31	20.10	155	8	19.38	172	8	21.50	33	2	16.50	360	18	20.00	<b>983</b>
<b>Reeves-Rogers</b>	65	4	16.25	50	3	16.67	49	3	16.33	66	4	16.50	230	14	16.43	59	3	19.67	54	3	18.00				113	6	18.83	<b>343</b>
<b>Salem</b>	129	8	16.13	158	8	19.75	151	8	18.88	164	8	20.50	602	32	18.81	162	8	20.25	127	7	18.14	55	3	18.33	344	18	19.11	<b>946</b>
<b>Scales</b>	154	8	19.25	179	9	19.89	180	9	20.00	147	8	18.38	660	34	19.41	166	8	20.75	142	7	20.29				308	15	20.53	<b>968</b>
<b>Totals by Grade</b>	Kindergarten			1st Grade			2nd Grade			3rd Grade			4th Grade			5th Grade			6th Grade			<b>8823</b>						
	1381	75	18.41	1409	75	18.79	1473	77	19.13	1372	74	18.54	1389	68	20.43	1371	66	20.77	428	23	18.61				<b>Total K-6</b>			

Regular Education PTR			Pupils	Teachers	PTR
Kindergarten thru Third Grade	-----		5635	301	18.72
Fourth Grade thru Sixth Grade	-----		3188	157	20.31
District Totals			8823	458	19.26

\* BF Reporting Period 4/16/24-5/14/24

## TRUANCY 10+ Days (Unexcused Absences)

	Period 1		Period 2		Period 3		Period 4		Period 5		Period 6		Period 7		Period 8		Period 9	
	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23
<b>Black Fox</b>	-	2	-	1	1	4	5	7	6	18	9	24	16	30	20	48		62
<b>Bradley</b>	-	2	1	2	1	4	1	7	1	3	5	11	7	5	9	15		24
<b>Cason Lane</b>	-	7	1	12	4	14	6	31	18	41	29	60	55	57	65	83		104
<b>Discovery</b>	-	-	-	-	-	-	-	-	1	1	-	2	1	-	1	1		3
<b>Erma Siegel</b>	-	-	-	-	-	3	1	3	5	7	7	11	15	13	21	21		29
<b>Hobgood</b>	-	-	1	2	-	9	7	9	15	25	20	23	33	38	41	61		87
<b>John Pittard</b>	1	2	2	9	6	22	14	29	28	28	40	63	58	65	74	95		110
<b>Mitchell-Neilson</b>	-	5	-	3	3	11	12	19	21	28	25	42	42	38	54	68		90
<b>Northfield</b>	-	2	2	4	3	7	3	12	4	14	5	18	11	19	21	27		38
<b>Overall Creek</b>	-	-	4	1	2	1	2	1	4	2	4	3	4	2	6	7		9
<b>Reeves-Rogers</b>	1	-	2	-	6	4	10	6	18	9	20	24	24	28	39	44		70
<b>Salem</b>	-	6	1	6	4	9	10	18	21	18	35	34	54	33	69	60		73
<b>Scales</b>	-	-	-	-	2	3	4	9	7	15	7	34	13	44	23	65		94
<b>Total Students</b>	<b>2</b>	<b>26</b>	<b>14</b>	<b>40</b>	<b>32</b>	<b>91</b>	<b>75</b>	<b>151</b>	<b>149</b>	<b>209</b>	<b>206</b>	<b>349</b>	<b>333</b>	<b>372</b>	<b>443</b>	<b>595</b>	<b>-</b>	<b>793</b>

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

	Period 1 (2+ days)		Period 2 (4+ days)		Period 3 (6+ days)		Period 4 (8+ days)		Period 5 (10+ days)		Period 6 (12+ days)		Period 7 (14+ days)		Period 8 (16+ days)		Period 9 (18+ days)	
	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23	23-24	22-23
<b>Black Fox</b>	170	165	129	119	97	123	100	133	98	117	91	112	91	121	86	104		88
<b>Bradley</b>	75	94	49	84	38	87	29	76	32	69	34	69	33	50	29	45		45
<b>Cason Lane</b>	161	210	113	207	100	199	103	180	109	160	93	157	100	131	96	138		124
<b>Discovery</b>	30	47	16	35	10	65	14	46	16	35	12	33	10	28	8	21		18
<b>Erma Siegel</b>	109	151	71	120	55	112	47	119	49	95	58	92	49	81	44	71		61
<b>Hobgood</b>	151	182	119	156	130	176	123	155	133	137	121	139	123	156	117	126		115
<b>John Pittard</b>	142	153	112	153	101	139	100	139	95	116	91	131	97	132	96	113		110
<b>Mitchell-Neilson</b>	136	156	120	121	117	169	116	144	114	131	107	136	109	143	99	108		101
<b>Northfield</b>	126	178	113	137	89	156	73	112	78	100	72	103	71	107	72	91		80
<b>Overall Creek</b>	163	179	111	126	92	132	95	122	93	100	74	92	69	77	61	65		57
<b>Reeves-Rogers</b>	78	110	67	84	66	80	67	74	68	66	66	73	60	62	56	70		68
<b>Salem</b>	141	180	114	159	107	155	97	140	95	121	94	131	99	114	91	107		106
<b>Scales</b>	153	227	141	230	138	231	133	225	129	206	115	196	117	163	109	155		141
<b>District Total</b>	1635	2032	1275	1731	1140	1824	1097	1665	1109	1453	1028	1464	1028	1365	964	1214	-	1114
<b>Internal %</b>	18%	23%	14%	20%	13%	21%	12%	19%	12%	16%	11%	17%	11%	15%	11%	14%	-	13%