

Board of Education Regular Meeting

August 13, 2024 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Jordyn DeBerry, a student at Cason Lane PreK, and Cameron Clark, a third grade student at Bradley Academy.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. COMMUNICATIONS Information Item Farmers Insurance donated breakfast for the Bradley Staff on Friday, 8/2. We thank Agent Ronnie Blue for his support of our teachers. Believers Chapel is an amazing partner for Black Fox! They do so much for our staff and students. This week, they stocked our conference room with Teacher Snacks to last a week. They also provided additional student supplies. We are so thankful for their ongoing support. H3 Church is a new community partner that handed out over 400 backpacks. Hwy 231 Church of Christ held their event at Hobgood this year and overwhelmed us all with the support services and new shoes available to the students. Family Worship also hosted an amazing bash with support services and backpacks on the north side of town. Muslim Youth continues to offer great support and served over 400 children and distributed over 5000 back to school items. Kingwood Church adopted Northfield and provided backpacks and facepainting at their open house. Lastly, United Way's annual "Stuff the Bus" donated enough items to allow us to fill our Teacher Supply Closet with all the donated items! Thank you to Lori and Kim at Redstone Financial who spent their Friday morning sorting and stocking items we received from Stuff the Bus. They played a pivotal role in getting our closet ready for teachers to shop in time for the new school year. A special shout out to our local businesses for running drives to support our schools and teacher supply closet: Staples, NHC, Keller-Williams Realty, Weichert Realtors, Wilson Bank and Trust, and Muslim Youth are still working on collecting items to donate. We are grateful! First Presbyterian Church held a food drive that significantly brought up our Food Supply for the Backpack program. The Berkshire neighborhood held their first annual food drive and supported the Backpack program as well. Gold's Gym has provided our teachers with two free weeks of membership with "Back to School Shape" also offering no enrollment fees if they decide to join.	Mrs. Lisa Trail

Thank you to Culver’s for providing free ice cream sundaes to staff members as a welcome back to school.	
A. The Best of MCS-Mr. Will Bozeman Procedural Item	Dr. Trey Duke
B. Spotlight on Education-New Teacher Mentor Supports Procedural Item	Ms. Maria Johnson
C. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 7-23-24 Board Minutes Consent Item	
B. Approval of Contract-JHA School Photography Consent Item	
C. Approval of Contract-Special Kids Agreement Consent Item	
D. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 1.800 School Calendar on Second Reading Consent Item	
ii. Approval of Board Policy 3.301, Use of District Provided Cell Phones, on Second Reading Consent Item	
iii. Approval of Board Policy 6.406-Student Psychological Services on Second Reading Consent Item	
iv. Approval of Board Policy 6.407-Student Social Services on Second Reading Consent Item	
v. Approval of Board Policy 6.500 Special Education Students on Second Reading Consent Item	
vi. Approval of Board Policy 6.505 Students in Foster Care on Second Reading Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Resolution for Mr. Wesley Ballard Action Item	Dr. Trey Duke
B. Approval of FY24 Outstanding Internal Schools Accounts Payable as of June 30, 2024 Action Item	Dr. Trey Duke
C. Approval of Contract and Budget Amendment-Ford Cargo Van Action Item	Dr. Trey Duke
D. Approval of Budget Amendment-Title IX McKinney Vento FY25 Action Item	Dr. Trey Duke
E. Approval of Budget Amendment-ARP Homeless Action Item	Dr. Trey Duke
F. Approval of Budget Amendment-Stronger Connections Grant Action Item	Dr. Trey Duke
G. Approval of Budget Amendment-Robotics Action Item	Dr. Trey Duke

H. Approval of Budget Amendment-Book Bus Action Item	Dr. Trey Duke
I. Approval of Memorandum of Understanding-Murfreesboro Police Department School Resource Officers Action Item	Dr. Trey Duke
J. Approval of Contract-STARS Nashville Service Agreement Action Item	Dr. Trey Duke
K. Approval of Contract-CDW-G for Cybersecurity Software Action Item	Dr. Trey Duke
L. Approval of Contract-Douglas Lawn Care Action Item	Dr. Trey Duke
M. Approval of Contract-Forte Action Item	Dr. Trey Duke
N. Approval of Cooperative Agreement-JHA-School Yearbooks Action Item	Dr. Trey Duke
O. Approval of Board Policy 1.104, Memberships, on First Reading Action Item	Ms. Lauren Bush
P. Approval of Board Policy 1.108, Nepotism, on First Reading Action Item	Ms. Lauren Bush
Q. Approval of Board Policy 1.204, Board Member Development Opportunities, on First Reading Action Item	Ms. Lauren Bush
R. Retirement of Board Policy 1.6011, Administration in the Absence of Policy, on First Reading Action Item	Ms. Lauren Bush
S. Retirement of Board Policy 2.,4001, Federal School Meal Program, on First Reading Action Item	Ms. Lauren Bush
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Review of Changes to Expense Allowances and Reimbursement Guidelines per Policy 2.804 Action Item	Dr. Trey Duke
B. Summer Feeding Report Information Item	Ms. Sandy Scheele
C. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item	Chair Butch Campbell

MINUTES

Board of Education Regular Meeting

July 23, 2024 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item Present: Mr. Wesley Ballard, Mr. Butch Campbell, Ms. Barbara Long, Ms. Amanda Moore, Mr. Jimmy Richardson III, Absent: Ms. Karen Dodd, Mr. David Settles.</p> <p>Staff: Amanda Adams, Ken Rocha, Jennifer Lowe, Tiffany Strevel, April Zavisa, Sheri Arnette, Don Barch, Lisa Trail, Beth Prater, Dena Thomas, Becky Sally, Jaci Saunders, Daniel Owens, Sharon Taylor, Sheyla Vasquez, Amanda Brown, Sandy Scheele, Melinda Fee, Alex Juneau, M'Lisa Miffleton, Ashley Whitacker, Maria Johnson,</p> <p>Assistant City Attorney Lauren Bush. City Liaison Bill Shacklett was absent.</p>	Chair Butch Campbell
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Ms. Sheri Arnette, Assistant Superintendent of Curriculum and Instruction.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2</p>	Chair Butch Campbell
<p>III. COMMUNICATIONS Information Item</p>	Mrs. Lisa Trail
<p>A. Introduction of New Administrators for the 2024-2025 School Year: M'Lisa Miffleton-Principal at Northfield Elementary Ashley Whitaker-Assistant Principal at Northfield Elementary Alexandra Juneau-Assistant Principal at Mitchell-Neilson Elementary Christopher Penrose-Assistant Principal at Reeves-Rogers Elementary Sarah Chumney-ESL Specialist Jennifer Lowe-Community Engagement Procedural Item</p>	Dr. Trey Duke
<p>B. The Best of MCS-Beth Prater Procedural Item</p>	Dr. Trey Duke
<p>C. Spotlight on Education-Overview of Summer Trainings and Preview of August 1st District-wide In-service Procedural Item Mrs. Arnette shared with the Board a PowerPoint of Summer Trainings that were offered to staff along with a preview of the professional development sessions and details of the District Wide In-service Day at MTSU on August 1st.</p>	Ms. Sheri Arnette
<p>D. Public Comment Procedural Item</p>	Chair Butch Campbell
<p>IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2</p>	Chair Butch Campbell

A. Approval of 6-25-24 Board Minutes Consent Item	
B. Approval of Contract-KnowBe4 Consent Item	
C. Approval of Contract-EZ ChildTrack Consent Item	
D. Approval of Contract-Instructure Consent Item	
E. Approval of Contract-Best Partners Consent Item	
F. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 1.501 Visitor Code of Conduct, on Second Reading Consent Item	
ii. Approval of Board Policy 3.202, Emergency Preparedness Plan, on Second Reading Consent Item	
iii. Approval of Board Policy 3.400, Student Transportation, on Second Reading Consent Item	
iv. Approval of Board Policy 4.214, Use of Artificial Intelligence Programs, on Second Reading Consent Item	
v. Approval of Board Policy 4.301, Interscholastic Athletics, on Second Reading Consent Item	
vi. Approval of Board Policy 4.403, Library Materials, on Second Reading Consent Item	
vii. Approval of Board Policy 4.603, Promotion and Retention, on Second Reading Consent Item	
viii. Approval of Board Policy 5.307, Physical Assault Leave, on Second Reading Consent Item	
ix. Approval of Board Policy 5.602, Staff Time Schedules, on Second Reading Consent Item	
x. Approval of Board Policy 6.309, Zero Tolerance Offenses, on Second Reading Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of 2024-2025 Student Fees Action Item Motion to approve 2024-2025 Student Fees. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2	Dr. Trey Duke
B. Approval of Budget Amendment and Contract-United Way Grant Action Item Motion to approve Budget Amendment and Contract-United Way Grant. This motion, made by Mr. Wesley Ballard and seconded by Ms. Amanda Moore, passed. Yea: 5, Nay: 0, Absent: 2 Dr. Duke explained that as a suggestion from Mr. Settles during the January Board Workshop as well as part of our 5-year Strategic Plan, he was happy to say that we have a full-time mental health therapist five days a week in all thirteen schools. He added that this was a one-time grant and was not reoccurring.	Dr. Trey Duke
C. Approval of Budget Amendment and Job Description-School Nutrition Action Item	Dr. Trey Duke

<p>Motion to approve Budget Amendment and Job Description-School Nutrition. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2</p>	
<p>D. Approval of Contract-Sentell-MNE Painting Action Item Motion to approve Contract-Sentell-MNE Painting. This motion, made by Ms. Barbara Long and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2 Mr. Bartch came forward to explain that the painting is being done right now at Mitchell Neilson in all classrooms and should be done by the end of this week. He added that during fall and winter breaks, they will finish up the interior of Mitchell Neilson. Ms. Long asked if this painting project was for the primary and elementary. Mr. Bartch told her that it was just for the elementary at this time. Dr. Duke explained that the interior of the primary building was painted last summer, but they could not do the elementary classrooms at that time because they were getting a new ceiling in the elementary school.</p>	Dr. Trey Duke
<p>E. Approval of Contract-Staples Renewal Action Item Motion to approve Contract-Staples Renewal. This motion, made by Ms. Amanda Moore and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2</p>	Dr. Trey Duke
<p>F. Approval of Contract-NHC Rehabilitation Services for Special Education Action Item Motion to approve Contract-NHC Rehabilitation Services for Special Education. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2</p>	Dr. Trey Duke
<p>G. Approval of Contract-School Nutrition Produce Agreement Action Item Motion to approve Contract-School Nutrition Produce Agreement. This motion, made by Ms. Barbara Long and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2 Amanda Moore asked if we receive fresh, frozen, or canned produce from this company. Sandy Scheele said that it was all fresh produce. Ms. Moore asked if any of the produce was from local farmers. Ms. Scheele said that we include local farmers within a 250-mile radius from Nashville.</p>	Dr. Trey Duke
<p>H. Approval of Contract-Discovery Education Action Item Motion to approve Contract-Discovery Education. This motion, made by Mr. Wesley Ballard and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2</p>	Dr. Trey Duke
<p>I. Approval of Contract-Open Up Resources Action Item Motion to approve Contract-Open Up Resources. This motion, made by Ms. Amanda Moore and seconded by Mr. Jimmy Richardson III, passed. Yea: 5, Nay: 0, Absent: 2</p>	Dr. Trey Duke
<p>J. Approval of Contract-Upland Software for Use of the Filebound Software Program Action Item Motion to approve Contract-Upland Software for Use of the Filebound Software Program. This motion, made by Mr. Wesley Ballard and seconded by Ms. Amanda Moore, passed. Yea: 5, Nay: 0, Absent: 2 April Zavisca came forward to address any questions regarding this contract.</p>	Dr. Trey Duke

Barbara Long asked if student information is highly protected, and Ms. Zavisla said yes, files are scanned in and password protected and encrypted.	
K. Approval of Board Policies on First Reading Action Item	Ms. Lauren Bush
i. Approval of Board Policy 1.800 School Calendar on First Reading Action Item Motion to approve Board Policy 1.800 School Calendar on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2	Ms. Lauren Bush
ii. Approval of Board Policy 3.301, Use of District Provided Cell Phones, on First Reading Action Item Motion to approve Board Policy 3.301, Use of Cellular Phones, on First Reading. This motion, made by Ms. Barbara Long and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2 Chair Campbell asked how many system-wide cell phones we have. Dr. Duke told him that he would get that information for him. Dr. Duke said that if staff wants to use their personal cell phones, they can and we can reimburse them. Amanda Moore was concerned that if they use their personal devices, they would be susceptible to being confiscated during an investigation. Lauren Bush said that was possible depending on what is requested, but employees understand that. This year, we have implemented an agreement that recipients will sign prior to receiving the stipend or district issued phone.	Ms. Lauren Bush
iii. Approval of Board Policy 6.406-Student Psychological Services on First Reading Action Item Motion to approve Board Policy 6.406-Student Psychological Services on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2	Ms. Lauren Bush
iv. Approval of Board Policy 6.407-Student Social Services on First Reading Action Item Motion to approve Board Policy 6.407-Student Social Services on First Reading. This motion, made by Ms. Amanda Moore and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2	Ms. Lauren Bush
v. Approval of Board Policy 6.500 Special Education Students on First Reading Action Item Motion to approve Board Policy 6.500 Special Education Students on First Reading. This motion, made by Ms. Barbara Long and seconded by Mr. Wesley Ballard, passed. Yea: 5, Nay: 0, Absent: 2	Ms. Lauren Bush
vi. Retirement of Board Policy 6.501 Special Education Behavioral Supports Action Item Motion to retire Board Policy 6.501 Special Education Behavioral Supports. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2	Ms. Lauren Bush
vii. Approval of Board Policy 6.505 Students in Foster Care on First Reading Action Item Motion to approve Board Policy 6.505 Students in Foster Care on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2	Ms. Lauren Bush
VI. REPORTS AND INFORMATION	Chair Butch Campbell

Information Item	
<p>A. Director's Update Information Item Dr. Duke said that principals and assistant principals are back in schools. Teachers are coming back on Wednesday, July 31 and students return on August 7th.</p> <p>Dr. Duke said that new teachers and principals will be at MTSU tomorrow, and principals will be at Salem on Thursday. He invited the Board to the August 1st District-wide PD Day at MTSU in the Student Union Ballroom.</p> <p>Dr. Duke told the Board that after receiving the results of 3rd and 4th grade promotion data, we have been able to find a pathway for every 3rd and 4th grade student, so we won't be retaining any students except for the ones that parents have requested for them to be retained.</p> <p>Dr. Duke reminded the Board that the letter from Jobe Hastings was left at their station before the meeting. He said that the auditors have begun reviewing last year's budget process.</p>	Dr. Trey Duke
<p>VII. OTHER BUSINESS Information Item Amanda Moore mentioned the Summer Law Conference that some of the Board had recently attended. She said that one session was on the new education laws for the state of Tennessee, and she wanted to say how much she appreciated Lauren Bush for keeping the Board updated on these new laws along with the fact that we have already been through the policy review process. She said that we are ahead of the curve, and she thanked Ms. Bush for that.</p> <p>Chair Campbell said that it was a good conference, especially the last session on school safety.</p>	Chair Butch Campbell
<p>VIII. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2 The meeting adjourned at 6:58 p.m.</p>	Chair Butch Campbell

Director of Schools

Agenda Item Title: Approval of Consent Agenda Item

Board Meeting Date: August 13, 2024

Department: Finance

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Pursuant to Board Policy 2.808, the Board will be provided with a list of written contracts with a between \$25,000.00 and \$50,000.00 at the regularly scheduled Board meeting immediately following approval of the contract or agreement. Murfreesboro City Schools will be utilizing a cooperative agreement through Wilson County Schools to utilize JHA Photography services for the 2024-2025 school year.

Staff Recommendation

Approval of consent agenda item

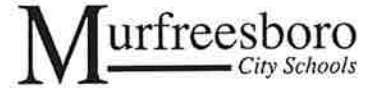
Fiscal Impact

There is no direct cost to MCS for school photography services. Each school will receive a commission based on the number of items sold.

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



FY2025 CONTRACT REVIEW FORM

Requesting Department/School: Finance/Purchasing

Contract: Cooperative Purchasing Agreement for School Photography

Vendor: JHA Company

Contract Term: SY 2024-25 Contract Identifier: 2025-FIN-013

Is there a contract renewal option? Yes No Cost: N/A

Contract monitoring required? Yes No Date of Biannual Review: 1/15/25

Is Board approval required: Yes No Board Meeting Date: 8/13/24- Consent Agenda

Is the contract issued pursuant to a grant agreement? Yes No

Is the contract issued pursuant to an ITB/RFP? Yes No ITB/RFP No.: _____

Does the contract require student information? Yes No

Legal Review

Are any amendments to the contract required? Yes No

Brief description of amendments and/or other comments:

Legal Approval: Date: 7/30/24

Finance Review

Budget Account Number: _____

Funding Source: General Purpose Federal Other: Activity Funds

Other comments:

Used through the schools.

Finance Approval: Date: 7/30/24

MURFREESBORO CITY SCHOOLS
AND
JHA COMPANY
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 JHA Company under the 2024-2025 Photography Agreement with Southside School, Wilson County Schools.

Murfreesboro City Schools agrees to purchase materials and services directly from JHA at the same price and under the same terms of the contract awarded under Southside School, Wilson County Schools, 2024-2025 Photography Agreement. Murfreesboro City Schools agrees to be financially and legally responsible for all goods and services purchased under the cooperative purchasing agreement.

MURFREESBORO CITY SCHOOLS

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

7/30/24
Date

Approved as to Form:

Lauren Bush
Lauren Bush, Assistant City Attorney

By signature below, JHA Company acknowledges that Murfreesboro City Schools is purchasing materials and services pursuant Southside School, Wilson County Schools, 2024-2025 Photography Agreement and subject to the terms of the contract awarded. JHA Company 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.

JHA COMPANY

Josh Austin
Authorized Agent

7/29/24
Date

Print Name: Josh Houston

Title: President

School Photography '24-'25



Southside School
1224 Murfreesboro Road | Lebanon, TN. 37090

Groups	Services Offered
<p>Students & Faculty</p>	<ul style="list-style-type: none"> • Portrait dates and make up dates selected by the school. • Email marketing to home prior and after Picture Day with clear instructions on how to order. • Electronic Proofs available 24-48 hours after Picture Day. • User friendly online ordering; packages ship to home in one week. • Digital downloads or physical photo packages available starting at \$15 (and up). • PSPI link (compatible with all yearbook software) will be provided to the yearbook adviser approximately 3 days after Fall Retake Day. If Yearbook services are also with JHA Company, portraits will be automatically uploaded and flowed to pages for adviser convenience. • Downloadable images for use in school/district software or library system. • ID Badges with barcodes at no charge (upon request)
<p>Sports & Clubs</p>	<ul style="list-style-type: none"> • Individual and Group Sports Portraits.. Portraits to be taken indoor or outdoor (weather permitting) is school choice. • Electronic marketing and proofs • Same user friendly mobile online ordering as underclassmen photos. • Fall Sports to be taken in summer or fall. Spring Sports to be taken in spring semester. (Winter to be combined with either fall or spring unless otherwise requested). • Action shots to be taken at two selected events. • Club group photos to be provided for use in yearbook. • Sports banners available at an additional cost.

(continued)

Groups	Services Offered
Special Events	<ul style="list-style-type: none">• Homecoming/Coming Home photos for both football and basketball.• Photographers will stay for the game(s) to also photograph action shots to be provided to the yearbook adviser.• If any sport participates in a State Championship, photographs will be provided for use in the yearbook as we are the designated photographer for TSSAA.
Other	<ul style="list-style-type: none">• Santa Photos (typically Grades PK-3, but open to any grade. Prepay only).• Kindergrad and 8th Grade graduate photos (cap and gown provided for photo day).• Spring class group pictures.• Complimentary digital image for all faculty (can be printed upon request).• Student/Staff wall composite provided at no charge (upon request).

Commission Offer for 1 Year Term:

-Total sales for Fall portraits, Spring portraits, and Sports. Commission paid twice a year (December and May).

Administrator Signature

JHA Representative

*Thank
You*

Agenda Item Title: Special Kids Professional Services Agreement

Board Meeting Date: August 13, 2024

Department: Special Education

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Pursuant to Board Policy 2.808, the Board will be provided with a list of written contracts with a between \$25,000.00 and \$50,000.00 at the regularly scheduled Board meeting immediately following approval of the contract or agreement. Special Kids will provide special education services to eligible students.

Staff Recommendation

Approval of consent agenda item

Fiscal Impact

The total cost of the contract will be dependent on the number of hours of services provided, however the total cost of the contract will not exceed the line-item budget for this purpose.

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

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FY2025 CONTRACT REVIEW FORM

Requesting Department/School: Special Education

Contract: Special Kids Professional Services Agreement

Vendor: Special Kids

Contract Term: Effective Date-6/30/25 Contract Identifier: 2025-SPED-005

Is there a contract renewal option? Yes No Cost: TBD, but will exceed \$25,000

Contract monitoring required? Yes No Date of Biannual Review: 1/15/25

Is Board approval required? Yes No Board Meeting Date: Consent- 8/13/24

Is the contract issued pursuant to a grant agreement? Yes No

Is the contract issued pursuant to an ITB/RFP? Yes No ITB/RFP No.: _____

Does the contract require student information? Yes No

Legal Review

Are any amendments to the contract required? Yes No

Brief description of amendments and/or other comments:

Drafted by Legal

Legal Approval: 

Date: 7/26/24


Finance Review

Budget Account Number: 141-71200-312

Funding Source: General Purpose Federal Other: _____

Other comments:

We budgeted \$150,000 in line 312 for FY24-25.

Finance Approval: 
Daniel Owens (Jul 26, 2024 15:36 CDT)

Date: 07/26/24

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
MURFREESBORO CITY SCHOOLS
AND
SPECIAL KIDS, INC.
FOR
SPECIAL EDUCATION SERVICES**

This agreement (“Agreement”) is entered into by and between Special Kids, Inc., a non-profit corporation of the State of Tennessee, (hereinafter referred to as “Contractor”) and Murfreesboro City Schools, a municipal school system of the State of Tennessee (hereinafter referred to as “District”) on the Effective Date as defined below.

WHEREAS, Tennessee Code Annotated § 49-10-107 and State Board of Education Rule 0520-01-09-.03 provide that local education agencies may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide special education services to public school students;

WHEREAS, District, in order to provide comprehensive special education program services, finds it desirable to acquire the services of another agency;

WHEREAS, Contractor is a nonprofit organization having appropriate programs, capacity, and competence to provide professional services for students who are enrolled with the District, and has in its employ appropriately certified and licensed providers;

NOW, THEREFORE, District and Contractor for the consideration of provided for hereinafter, agree as follows:

SECTION 1: DEFINITIONS

1.1 **Authorized District Representative.** The term “Authorized District Representative” refers to a supervisor, administrator, or coordinator designated to be responsible for the supervision and oversight of special education within the District.

1.2 **Days.** The term “days” means calendar days unless otherwise specified.

1.3 **License.** The term “License” means a valid, non-expired document issued by a licensing agency within the State of Tennessee or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency or the state licensing agency is delayed in processing, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license for the purposes of this Agreement.

1.4 **Qualified.** The term “Qualified” means that a person holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the special education or related services rendered, including those requirements set forth in Title 34 of the Code of Federal Regulations, Sections 200.56 and 200.58, and those requirements set forth in Tennessee State Statute and Tennessee State Board of Education rules and policies, and adheres to the standards of professional practice established in federal and state law or regulation.

1.5 **Service Provider.** The term “Service Provider” refers to an employee of the Contractor licensed and qualified to provide special education services under this Agreement pursuant to all applicable federal and state laws and regulations relating to the provision of special education and related services.

SECTION 2: PURPOSE OF AGREEMENT

2.1 **Description of Services.** Contractor shall provide to District the services set forth in Appendix A, including but not limited to, the employment and supervision of all incidental business and administrative supervisory and support staff, and all personnel, equipment, supplies, and other items, necessary to render such services (collectively, “Services”) in compliance with all the rules, regulations, and requirements of the Individuals with Disabilities Education Act (IDEA). Appendix A is subject to amendment by duly executed written agreement of the Parties. It is understood that this Agreement does not commit the District to pay for special education and/or related services provided to any student enrolled in the District unless and until an Authorized District Representative approves the provision of special education and/or related services by Contractor pursuant to an Individualized Education Program (“IEP”).

2.2 **Rates.** Appendix A of this Agreement also includes a Rate Schedule that will apply to the Services provided under this Agreement. Contractor agrees that the rates set forth in this Agreement will remain unchanged unless an amendment to this Agreement is duly executed.

2.3 **Term.** The term of this Agreement shall be from the Effective Date as defined herein, to June 30, 2025, unless terminated by either party for cause or convenience as hereinafter provided. The District may, in its sole discretion, renew this Agreement for up to two (2) successive one (1) year renewal periods as long as written notice is provided at least thirty (30) days prior to the end of the current term or first renewal term, as applicable.

2.4 **Independent Contractor.** Contractor will act as an independent contractor in the performance of its duties under this Agreement and shall retain control over its employees and agents. Under no circumstances shall any employees of any party of this Agreement be deemed the employees of the other for any purpose. Contractor is not deemed an employee or agent of the District and has no authority to make any binding commitments or obligations on behalf of the District except as expressly provided herein. Contractor shall be free to perform services for other companies, corporations, or organizations during the term of this Agreement. Contractor shall be

wholly responsible for paying all taxes related to its employees, including but not limited to, federal and state income taxes, FICA, FUTA, and unemployment taxes to the extent that any or all of the foregoing are applicable. Contractor shall defend, indemnify, and hold harmless the District from and against any claims by any taxing authority, for any taxes, interest, or penalties relating to Contractor or its employees or agents.

SECTION 3: SERVICE PROVIDERS

3.1 Certification and Licenses. Contractor possesses all necessary approvals, licenses, permits, and authority to execute and deliver the Services set forth within this Agreement and to engage in the activities contemplated by this Agreement, and Contractor is in full compliance in all respects, and in good standing, with all regulatory and supervisory agencies having jurisdiction over Contractor. All Services under this Agreement shall be provided consistent with the area of certification and licensure specified by the State of Tennessee, and within the professional scope of practice of each Service Provider's license, certification, and/or credentials. All Service Providers assigned to duties pursuant to this Agreement shall possess and maintain current licensure or certification in the State of Tennessee as required by their profession or discipline. All Service Providers shall have a minimum of a Bachelor's degree.

3.2 Personnel Obligations. Contractor shall be responsible for its employees on its payroll, including but not limited to, responsibility for recruitment, employment, promotion, retention, payment of wages, pension benefits, health insurance, layoffs, disciplinary action, and termination, and shall comply with all applicable laws and regulations related thereto. Contractor shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security, unemployment taxes, and workers' compensation costs and charges.

3.3 Qualifications of Service Providers. Contractor shall maintain and make available to District, current employment records for each Service Provider providing services under this Agreement. Records shall consist of an application, current license or certification issued by the State of Tennessee, and two professional references.

3.4 Criminal History Records Checks. Contractor shall also require a fingerprint criminal history records check performed by the Tennessee Bureau of Investigation prior to permitting employees to have direct contact with or close proximity to students, as required by Tennessee Code Annotated § 49-5-413. Fingerprint records checks of Service Providers shall be coordinated through Murfreesboro City Schools. Contractor will not allow an employee to come into contact with students or enter any District facilities if the criminal history records check indicates that the employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sex offender as defined by Tennessee Code Annotated § 40-39-202. Any costs incurred to perform these background checks and fingerprinting shall be paid by the District.

SECTION 4: SCOPE OF SERVICES

4.1 **Provision of Services.** Service Providers shall provide direct, related, or consultation services and other duties as outline below as assigned by the Authorized District Representative and required by a child's IEP pursuant to Appendix A and in consultation with the child's IEP.

4.2 **IEP Development.** Service Providers, in collaboration with District personnel, shall be responsible for developing elements of an IEP which will be specifically designed to meet the unique needs of the assigned child, with provision for all support materials and services necessary to provide a free and appropriate public education, including, but not limited to: a statement of the child's present levels of educational performance; a statement of annual goals which describe the educational performance to be achieved by the end of the IEP review period; a statement of specific educational services needed by the student' and, objectives, criteria, evaluation procedures, and schedules for determining, on at least an annual basis, whether the short-term instructional objectives are being achieved.

4.3 **Evaluation of Services.** Service Providers shall evaluate the implementation and effectiveness of Services provided and meet with IEP teams to discuss each assigned child's progress or lack thereof. Service Providers shall provide recommendations to IEP teams related to ongoing evaluation of services of any children assigned to Contractor/Service Provider.

4.4 **Documentation.** Provide the District with necessary documentation to establish and maintain current special education intervention direct or related services section of the child's IEP in accordance with federal and state requirements, including providing updated present levels of performance, draft measurable annual goals, and IEP services recommendations. Service Providers shall document student progress for assigned students and report the progress to the District every nine (9) weeks.

4.5 **IEP Meeting Attendance.** Service Providers shall attend IEP meetings for assigned students and submit the necessary documentation, including present levels of performance, draft measurable annual goals, and IEP services recommendations, at least seventy-two (72) hours prior to the meeting.

SECTION 5: INSURANCE AND INDEMNIFICATION

5.1 **Indemnification.** Contractor shall indemnify, defend, and hold harmless the District from any and all losses, claims, or expenses, of whatever kind, including reasonable attorney fees, arising out of, or resulting from the performance, or failure to perform, of each party of the provisions contained herein. By way of explanation and not by way of limitation such losses may include bodily injuries, death, sickness, property damage or other injury which arises out of the performance of the provisions of this Agreement. Subject to the availability and the lawful appropriation of funds and consistent with the laws of the State of Tennessee, District shall promptly consider and adjudicate any and all claims which may arise out of this Agreement resulting from the actions of the District, duly authorized representatives, and to pay any damage or injury as may be required by Tennessee law.

5.2 **Notice of Claim.** Notification of any event giving rise to an indemnification claim (“Notice of Claim”) must be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement. Notice shall include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder.

5.3 **Insurance.** Contractor shall purchase from and maintain with a company or companies, lawfully authorized to do business in the State of Tennessee, such insurance as will protect Contractor from claims arising out of or resulting from Contractor’s operations under this Agreement, and for which Contractor may be legally liable, whether such operation is conducted by Contractor or subcontractor, or by anyone directly or indirectly employed by any entity performing Services under this Agreement, or by anyone for whose acts any of the above-named entities may be liable. Contractor shall file Certificates of Insurance prior to the commencement of this Agreement and on the date of any renewal. Contractor shall include the District as an additional insured on a primary and non-contributory basis in its General Liability policy and provide at least thirty (30) days’ notice to the District in the event of policy cancellation.

5.4 **Types and Amounts of Insurance Coverage.** Contractor shall secure and maintain the various insurance policies which, at a minimum, meet the requirements set forth herein, including: Worker’s Compensation meeting the statutory limits required by the State of Tennessee, including liability limits no less than \$1,000,000.00 (one million dollars) General and Professional liability insurance for all of its Service Providers at a rate of \$1,000,000.00 (one million dollars) per occurrence, and \$3,000,000.00 (three million dollars) in the aggregate. Coverage shall be maintained without interruption from the date of commencement of work until date of final payment. Contractor shall give District written notice prior to the cancellation or change of any of the above-mentioned policies.

SECTION 6: COMPENSATION AND TERMINATION

6.1 **Compensation.** District agrees to compensate Contractor pursuant to the rate schedule included herein as listed on Appendix A. District agrees to compensate the Contractor pursuant to the rate schedule listed herein for the following services rendered on school days pursuant to the 2024-2025 school calendar for Murfreesboro City Schools: Direct, related or consultation services as required by the child’s IEP; IEP meeting preparation; special education assessments; and report drafting.

6.2 **Invoices.** Contractor will provide detailed invoices once per month, by the fifth (5th) of the month, for all services rendered under this Agreement by Contractor for the previous month. All invoices for services rendered must correspond with those services described in the assigned child’s IEP or as noted in the child’s prior written notice. Payment for invoices are due within thirty (30) days of the issued invoice. Any invoices unpaid after thirty (30) days of the issued invoice will constitute just cause for the Contractor to terminate this Agreement with no further notice.

6.3 **Termination.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party consistent with the notice clauses provided herein. This Agreement may also be terminated by either party immediately for Cause. For the purposes of this Agreement, the term “Cause” shall mean: The failure to comply with any of the terms of this Agreement after being given written notice of such failure and the failure of the party to cure such condition within five (5) business days after receipt of such notice; the failure to implement or adhere to reasonable policies or procedures of the District after being notified of noncompliance and failing to cure such condition within five (5) business days after receipt of such notice; the failure to competently perform the duties imposed upon Contractor pursuant to this Agreement and the failure to cure such condition within five (5) business days of receipt of such notice.

6.4 **Termination for Convenience.** The District or Contractor may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by either party. The District or Contractor shall provide the other party with at least thirty (30) days prior written notice before the effective termination date. Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the District be liable to the Contractor for compensation for any service that has not been rendered. 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.

6.5 **Compensation Following Termination.** In the event of termination of this Agreement, any and all compensation which has accrued as of the date of termination shall be paid to the Contractor in accordance with the terms of this Agreement, but no additional compensation shall be due to Contractor.

SECTION 7: GENERAL TERMS AND CONDITIONS

7.1 **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.

7.2 **Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, District is a sovereign entity subject only to those courts with jurisdiction over District. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter “claim”) the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. 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. Service of process on District shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and District does not agree to any other service of process procedure.

7.3 **Responsibility for Litigation Costs, Expenses and Payment of Attorney’s Fees.** Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to

private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between District and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

7.4 Non-appropriation. Contractor acknowledges that District is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event District 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. Furthermore, this provision shall extend to any and all obligations imposed upon District to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations to Contractor following the date of termination under this Agreement.

7.5 Taxes. As a tax-exempt entity, District shall not be responsible for sales or use taxes incurred for products or services. District shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.

7.6 Binding Effect. This Agreement is the entire agreement between District, (including District's employees and other end users) and Contractor. No employee of District or any other person, without authorization of the Board of Education can bind District to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with District's employees or other end users, to the contrary are null, void and without effect as it applies to District.

7.7 Parties to Receive Notice. Any notices contemplated by the Agreement to District shall also be sent via certified United States mail or via overnight delivery addressed to:

Murfreesboro City Schools
ATTN: Special Education Supervisor
2552 South Church Street
Murfreesboro, TN 37127

Special Kids, Inc.
ATTN: Director of Administration
2132 East Main Street
Murfreesboro, TN 37130

7.8 Amendment. The Agreement shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges.

7.9 No Presumption Against Drafter. This Agreement 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 Agreement 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 Agreement differs in any respect from any previous draft hereof.

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

7.11 Transfer and Assignment. Contractor may not transfer or assign, including, but not limited to, subcontracting, this Agreement or any part thereof without the prior written consent of the District.

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

7.13 Confidentiality. The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. § 10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, District must, upon proper request, release public documents and records as defined by T.C.A. § 10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. District does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section serves to meet such burden and authorization of disclosure.

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

or for any purpose whatsoever. Any failure to comply with applicable FERPA requirements by Contractor or any of its employees will be immediately reported to District by Contractor.

7.15 Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's failure or delay is caused by or results from the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (h) telecommunication breakdowns, power outages or shortages.

7.16 Name and Logo. District 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. Additionally, District does not waive any moral right to the use of the name submitted to Contractor.

7.17 Effective Date. This Agreement is effective as of the last date written below ("Effective Date").

7.18 Severability. Each article, paragraph, subparagraph, term, and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule, or regulation in a final ruling that will not impair the operation of, or have any other effect upon, any other portions of this Agreement, all of which will remain binding on the parties and continue to be given full force and effect.

7.19 Captions and Headings. All captions and/or headings in this Agreement are intended solely for the convenience of the parties and non shall be deemed to affect the meaning or construction of any provision of this Agreement.

SIGNATURE PAGE FOLLOWS

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

Special Kids, Inc.



Signature

26.July.2024

Date

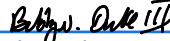
Chris Truelove

Printed Name

Executive Director

Title

Murfreesboro City Schools



Trey Duke (Jul 26, 2024 15:38 CDT)

Director of Schools

07/26/24

Date

Approved as to form:



Lauren Bush, Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT – APPENDIX A

Description of Service	Cost
Related Services, including but not limited to, Physical Therapy, Occupational Therapy, Speech-Language Therapy, as required by the assigned child’s IEP	\$28.00 per quarter hour; \$84.00 per therapy service
Nursing services rendered by a licensed nurse provider	\$6.79 per quarter hour; \$190.00 per day
Case management services including, but not limited to, writing reports, updating progress on IEPs, and attendance at IEP meetings	\$28.00 per quarter hour

All services must be documented on an itemized invoice submitted on a monthly basis to the District pursuant to the Agreement. The following District employees are identified as individuals to receive all invoices pursuant to this Agreement:

Angela Fairchild
 2552 South Church Street
 Murfreesboro, TN 37127
angela.fairchild@cityschools.net

Kim Creager
 2552 South Church Street
 Murfreesboro, TN 37127
kim.creager@cityschools.net

Invoices may be mailed to Murfreesboro City Schools or e-mailed to the individuals listed above.

The rates set forth above will remain unchanged unless an amendment to the Agreement is duly executed by both parties.









2025-SPED-005 - Special Kids Professional Services Agreement

Final Audit Report

2024-07-26

Created:	2024-07-26
By:	Lauren Bush (lbush@murfreesborotn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAtMwS4qtQ938MKawdavA2LZG5USITQ7Nj

"2025-SPED-005 - Special Kids Professional Services Agreement" History

-  Document created by Lauren Bush (lbush@murfreesborotn.gov)
2024-07-26 - 8:25:24 PM GMT
-  Document emailed to Daniel Owens (daniel.owens@cityschools.net) for signature
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-  Email viewed by Daniel Owens (daniel.owens@cityschools.net)
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-  Document e-signed by Daniel Owens (daniel.owens@cityschools.net)
Signature Date: 2024-07-26 - 8:36:29 PM GMT - Time Source: server
-  Document emailed to Trey Duke (trey.duke@cityschools.net) for signature
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2024-07-26 - 8:38:19 PM GMT
-  Document e-signed by Trey Duke (trey.duke@cityschools.net)
Signature Date: 2024-07-26 - 8:38:30 PM GMT - Time Source: server
-  Agreement completed.
2024-07-26 - 8:38:30 PM GMT

Murfreesboro City School Board

Monitoring: Review: Annually, in August	Descriptor Term: School Calendar	Descriptor Code: 1.800	Issued Date: 05/13/14
		Rescinds:	Issued:

1 No later than the end of the school year, the Board will adopt, upon the recommendation of the
2 Director of Schools, an official school calendar for the succeeding school year. The calendar will
3 identify holidays, vacation days, summer sessions, and other extensions of the school year. The
4 calendar may be revised by the Board, upon recommendation of the Director of Schools, due to
5 inclement weather or other factors. Consideration shall be given to coordinating holidays and breaks
6 with the Rutherford County School district.

7 The regular school year shall be 200 days¹ and scheduled as follows:

- 8 • A minimum of 180 student attendance days;
- 9 • A minimum of five (5) days in-service education for all certificated personnel;
- 10 • One (1) day for parent-teacher conferences;
- 11 • Ten (10) days paid vacation for all certified personnel; and
- 12 • Four (4) discretionary days

13 The calendar shall be distributed to the school staff at the opening of the school term.

14 STUDENT ATTENDANCE DAYS

15 When schools are closed due to emergencies or unforeseen circumstances such as epidemics or
16 inclement weather, the time lost shall be made up to the required minimum unless otherwise approved
17 by the State Department of Education.¹

18 IN-SERVICE EDUCATION

19 Each day of in-service education included in the school calendar shall be equivalent to not less than six
20 (6) hours of planned activities.³

21 DISCRETIONARY DAYS

22 Four (4) discretionary days shall be included in the calendar and may be designated by the Board as
23 student attendance days, in-service days, or administrative days which may be used by administrators,
24 faculty, and staff for preparation for commencement of classes, record keeping, grading examinations,
25 parent-teacher conferences, and other classroom functions.¹

~~By law, a standard school year for students shall consist of a minimum of 180 days of instruction
exclusive of all vacations as may be approved by the Board in the annual traditional calendar.~~

~~The Director of Schools shall annually present a calendar for the coming school year for approval by the Board. The calendar shall make provision for the opening and closing of school, reflect the inservice education schedule, and designate other days assigned by the Board during the school year. Consideration should be given to coordinating holidays and fall/spring break with the Rutherford County School System. Before final adoption, the proposed calendar May be distributed among school employees for suggestions.~~

Legal References

1. [TCA 49-6-3004\(a\)\(1\)-\(6\)](#)
2. [Public Acts of 2024, Chapter No. 573](#)
3. [TN Dept. of Education, *Guidelines for Planning Approvable In-Service Education Activities*](#)

Cross References

Board Member Development Opportunities 1.204
Reporting Student Progress 4.601
Compensation Guides and Contracts 5.110
In-Service and Professional Learning Opportunities 5.113
Attendance 6.200

Murfreesboro City School Board

Monitoring: Review: Annually, in October	Descriptor Term: Use of Cellular Phones	Descriptor Code: 3.301	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 Cellular phones shall be provided to a limited number of employees when essential to the operation of
 2 the school system. The assignment of cellular phones shall be approved by the Director of
 3 Schools/designee. The Board shall be financially responsible for the customary minimum monthly bills
 4 for pre-approved cellular phones.

5
 6 In lieu of receiving a cellular phone assignment, an employee may elect to receive a stipend to use their
 7 personal phone for work-related communication, subject to the discretion and approval of the Director
 8 of Schools. The stipend amount will be determined annually based on the standard cost of a plan charged
 9 to the district by the district's designated provider and will be paid monthly as part of the employee's
 10 regular paycheck. Personal phone use should comply with all relevant school policies, including those
 11 related to confidentiality, data security, and appropriate use of technology.

12 Cellular phones provided to employees are for official school board business and should not be used for
 13 personal purposes except in cases of emergencies. If the monthly bill reflects charges greater than the
 14 customary minimum monthly bill, the excess portion shall become the responsibility of the employee to
 15 whom the cellular phone has been issued. If the employee wishes to dispute the portion of the monthly
 16 bill for which s/he is responsible, the employee may request and become financially responsible for
 17 obtaining a listing for phone use during the disputed period of time.

18 The Director of Schools/designee shall develop procedures for assignment and use of phones, billing
 19 disputes and lost or damaged cellular phones. These procedures shall be provided to every employee
 20 prior to the assignment of a district-provided cell phone.

Murfreesboro City School Board

Monitoring: Review: Annually, in April	Descriptor Term: Student Psychological Services	Descriptor Code: 6.406	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

- 1 The Director of Schools shall develop procedures for making psychological services available to all
- 2 students.¹ This program may coordinate with community agencies in consultative screening and
- 3 assessment services.

- 4 No school personnel shall conduct any mental health screenings, except as provided by law.²

Legal References

1. TRR/MS 0520-1-03-.08(1)(c)
2. TCA 49-2-124

Murfreesboro City School Board

Monitoring: Review: Annually, in April	Descriptor Term: <h2 style="margin: 0;">Student Social Services</h2>	Descriptor Code: 6.407	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 Each school shall provide a social service program for all students through the cooperative efforts of
 2 the principal, teachers, and school social workers.¹

3 School social workers are a vital part of the educational team working collaboratively with school
 4 administration, teachers, support staff, and community stakeholders to address barriers to academic
 5 success, address social and personal competencies, provide crisis intervention, and serve as a link
 6 between families, school, and community resources. School social workers shall adhere to the School
 7 Social Worker Association of America (SSWAA), and the National Association of Social Workers
 8 (NASW) Supplemental Ethical Standards for School Social Work Practice, including: ethical
 9 responsibilities, student autonomy and parent involvement, confidentiality, consent for services,
 10 advocacy, knowledge of laws and policies, evidence-based practice, contributions to the profession,
 11 and ethical decision making.

12 **School Social Work Services**

13 Services provided by the school social worker shall include:

- 14 1. Serve as a liaison between students and their families and community agencies as needed to
- 15 assist in the provision of appropriate services to eligible students.
- 16 2. Provide information and/or consultation to school staff and parents regarding social/emotional
- 17 needs of students.
- 18 3. Help parents access resources available outside the school setting (public health department,
- 19 mental health clinics, SSI, respite care, food pantries, etc.).
- 20 4. Assist school staff in crisis counseling and intervention.
- 21 5. Connect families with community resources and establish relationships with community
- 22 partners.
- 23 6. Provide direct individual and small group school-based counseling to eligible students.
- 24 7. Conduct home visits when appropriate and in the best interest of the student and family.
- 25 8. Help identify, locate, and evaluate all children with disabilities ages 3-21 in need of special
- 26 education services and assist parents in navigating the special education process.
- 27 9. Attend and participate in interdisciplinary team meetings to address barriers to student success.

28 The principal and school social worker shall develop a program of social services which shall include
 29 such services and activities as:

- 30 1. Orientation of parents/guardians and student to the school program when necessary;
- 31 2. Student referral and/or welfare provisions;
- 32 3. Compile educational and resource information for use by students, parents and teachers;
- 33 4. Conflict resolution techniques; and

- 1 5. Referral information and/or outlets for referral for drug abuse counseling, pregnancy
- 2 counseling, and psychological services.
- 3 School administrators are authorized to work with recognized community providers and agencies who
- 4 may furnish special services to students. The intended purpose of such groups shall be reported to the
- 5 Director of Schools.

Legal References

1. TRR/MS 0520-1-3-.08(1)(d)

Murfreesboro City School Board

Monitoring: Review: Annually, in May	Descriptor Term: Special Education Students	Descriptor Code: 6.500	Issued Date: Reviewed 05/26/20 05/28/19
		Rescinds: STU 52	Issued: 06/01/03

1 Special education students between the ages of three (3) and twenty-one (21), inclusive, shall receive the
2 benefit of a free appropriate public education. These students shall be educated with the general student
3 population to the maximum extent appropriate and should be placed in separate or special classes only
4 when the severity of the disability is such that education in regular classes, even with the use of
5 supplementary aids and services, cannot be accomplished satisfactorily.¹

6 Eligibility standards and options of service for special education services shall be based upon the
7 criteria specified in state regulations.²

8 Students receiving special education services shall not be restrained except as permitted by state law
9 and regulations.^{3,4} The Director of Schools shall develop administrative procedures to govern the
10 following:

- 11 1. Personnel authorized to use isolation and restraint;
12 2. Training requirements for personnel working with special education students; and
13 3. Incident reporting procedures.⁴

Legal References

1. TCA 49-10-103(c), (e)
2. TRR/MS 0520-01-09-.01
3. TCA 49-10-1301, et seq.
- ~~2.4.~~ TRR/MS 0520-01-09-.23

Murfreesboro City School Board

Monitoring: Review: Annually, in April	Descriptor Term: Students in Foster Care	Descriptor Code: 6.505	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 Murfreesboro City Schools shall provide all students in foster care, to include those awaiting foster
2 care placement, with a free and appropriate public education.

3 **Enrollment**

4 Students in foster care, to include those awaiting foster care placement, shall be immediately enrolled,
5 even if the student is unable to produce records normally required for enrollment (i.e. academic
6 records, immunization records, health records, proof of residency), or missed the district's application
7 or enrollment deadlines.¹

8 **Placement**

9 The District and the child welfare agency shall determine whether placement in a particular school is in
10 a student's best interest. Other parties, including the student, foster parents, and biological parents (if
11 appropriate), shall be consulted. If the student has an IEP or a Section 504 plan, then the relevant
12 school staff members shall participate in the best interest decision process. This determination shall be
13 made as quickly as possible to prevent educational disruption.

14 Placement shall be determined based on the students' best interest. At all times, a strong presumption
15 that keeping the student in the school of origin is in the student's best interest shall be maintained.²
16 For the purposes of this policy, school of origin shall mean the school in which the student was
17 enrolled, including a preschool/pre-k program, at the time of placement in foster care or at the time of a
18 placement change if the student is already placed in foster care.³

19 When determining placement, student-centered factors including, but not limited to, the following shall
20 be considered:

- 21 1. Preference of the student;
- 22 2. Preference of the student's parent(s) or education decision-maker(s);
- 23 3. The student's attachment to the school, including meaningful relationships with staff and
24 peers;
- 25 4. Placement of the student's siblings;
- 26 5. Influence of the school climate on the student, including safety;
- 27 6. The availability and quality of the services in the school to meet the student's educational need;
- 28 7. History of school transfers and how they have impacted the student;
- 29 8. How the length of the commute would impact the student;

- 30 9. Whether the student is receiving special education and related services, and if so, the
31 availability of those required services in a school other than the school of origin; and
32 10. Whether the student is an EL and is receiving language services, and, if so, the availability of
33 those required services in a school other than the school of origin.

34 Transportation costs should not be considered when determining a student's best interest.

35 If it is not in the student's best interest to attend the school of origin, the Director or his/her designee
36 shall provide a written explanation of the reasons for the determination. The written explanation shall
37 include a statement regarding the right to appeal the placement decision. If the placement decision is
38 appealed, the district shall refer the student to the Assistant Superintendent of Student Support
39 Services, who shall carry out the dispute resolution process as expeditiously as possible and in
40 accordance with the law.² Until the dispute is resolved, to the extent feasible, the student shall remain
41 in their school of origin.²

42 **Transportation⁴**

43 The District shall collaborate with the local child welfare agency to develop and implement clear and
44 written procedures governing how transportation to a student's school of origin shall be provided,
45 arranged, and funded. This transportation will be provided for the duration of the students' time in
46 foster care.

47 The Director of Schools shall develop administrative procedures to provide for transportation of
48 students in foster care.⁵ These procedures must ensure that:

- 49 1. Students in foster care needing transportation to their schools of origin will promptly receive
50 that transportation in a cost-effective manner and in accordance with federal law; and
51 2. If there are additional costs incurred in providing transportation to the school of origin, the
52 District will provide such transportation if the local child welfare agency agrees to reimburse
53 the district for the cost of such transportation.⁴

54 The District will ensure that a student in foster care, including a student awaiting foster care placement,
55 remains in his/her school of origin while any disputes regarding transportation costs are being
56 resolved.

Legal References

57

1. ESSA (Pub.L.114-95) § 1111(g)(1)(E)(ii)-(iii)
2. ESSA (Pub.L.114-95) § 1111(g)(1)(E)(i)-(iv)
3. ESSA (Pub.L.114-95) § 1111(g)(1)(E)
4. ESSA (Pub.L.114-95) § 1112(c)(5); §475(4)(A) of the Social Security Act, 42 U.S.C. § 675(4)(A)
5. ESSA (Pub.L.114-95) § 1112(c)(5)(B)(i)

RESOLUTION

A RESOLUTION OF THE MURFREESBORO CITY BOARD OF EDUCATION HONORING WESLEY BALLARD

WHEREAS his commitment to public education has been clearly demonstrated in his eight years of service on the Murfreesboro City Board of Education, having been elected in 2016; and

WHEREAS during his tenure on the Board, the district saw an increase in student population of over ten percent, and he welcomed the building of Salem Elementary in the district, the acquisition of the Cason Lane PreK Annex, and provided leadership through multiple successful rezoning projects; and

WHEREAS he went through the search and employment of a new Director of Schools after the passing of Dr. Linda Gilbert, and oversaw the district during the unprecedented COVID-19 pandemic; and

WHEREAS his commitment to continuous personal learning and growth has been clearly demonstrated by his active work with the Tennessee School Boards Association, in which he earned Level 2 Boardmanship; and

WHEREAS with his support, Murfreesboro City Schools has formulated a five-year strategic plan to ensure that every student in Murfreesboro City Schools will be known, safe, challenged, and empowered through whole-child programs and support, equitable access to buildings, facilities, and infrastructure that meet their needs, learning from highly effective educators and employees, and achieving academic success; and

WHEREAS he has maintained a focus on supporting teachers and providing them the resources needed by being an active member of the City Schools' Foundation as the Board's representative; and

WHEREAS during his years as a member of the Board, he has been an advocate for organizational excellence and strategic planning; and has shown dedication to the children of Murfreesboro, Rutherford County, and the state of Tennessee; and

WHEREAS he has successfully worked to create positive, open avenues of communication among teachers, support staff, administrators, and district-wide personnel; and

WHEREAS our city has been fortunate to have such a devoted and dedicated person as Wesley Ballard to have served the best interest of the children of Murfreesboro City Schools;

THEREFORE, BE IT RESOLVED, this 13th day of August 2024, that the Murfreesboro City School Board acknowledges the accomplishments of Mr. Wesley Ballard, offers its sincere appreciation to him for the level of educational excellence he has facilitated, and wishes him the best as he pursues other endeavors in life.

Butch Campbell, Chair

Jimmy Richardson, Vice-Chair

Amanda Moore

David Settles

Karen Dodd

Barbara Long

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

Agenda Item Title: Internal Schools Accounts Payable as of June 30, 2024

Board Meeting Date: August 13, 2024

Department: Finance

Presented by: Dr. Trey Duke, Director of Schools

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The Finance Director requests the Board approval of the Internal Schools' fund outstanding accounts payable totaling \$20,387.08 as of June 30, 2024.

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

Staff Recommendation

Recommend approval of the Internal Schools accounts payable as of June 30, 2024.

Fiscal Impact

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

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro

City Schools

Schedule of Accounts Payable as of 6/30/24

School	Vendor	A/P Amount	Total A/P by Entity
Bradley (003)	Canon Solutions America-June	\$367.87	\$367.87
Hobgood (004)	Canon Solutions America-May	\$924.46	\$1,954.44
	Canon Solutions America-June	\$686.98	
	MaxShred-May	\$35.00	
	MaxShred-June	\$285.00	
	Ingram-April	\$23.00	
Reeves-Rogers (007)	Canon Solutions America-June	\$666.69	\$666.69
Northfield (009)	Canon Solutions America-June	\$551.27	\$679.04
	Josh Houston & Associates	\$88.77	
	MaxShred-June	\$39.00	
Black Fox (010)	Canon Solutions America-June	\$705.01	\$705.01
Cason Lane (011)	Canon Solutions America-June	\$587.74	\$587.74
Erma Siegel (012)	Canon Solutions America-June	\$647.16	\$674.16
	MaxShred-June	\$27.00	
Scales (015)	Canon Solutions America-June	\$658.21	\$658.21
Overall Creek (016)	Canon Solutions America-June	\$721.37	\$13,871.37
	Beacon Technologies, Inc.	\$13,150.00	
Salem (017)	MCS Nutrition	\$222.55	\$222.55
Discovery (902)	Dell Marketing	\$1,931.54	\$23,242.29
	MaxShred	\$45.00	
	Beacon Technologies, Inc.	\$20,850.00	
	Canon Solutions America-June	\$415.75	
Total			\$43,629.37

Agenda Item Title: Budget Amendment and Contract for Purchase of 2019 Ford Transit Van

Board Meeting Date: August 13, 2024

Department: Operations

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The Operations Department is seeking to purchase a 2019 Ford Transit Van for use by Maintenance. This contract and budget amendment allow for the purchase to replace a current van that is no longer usable.

Staff Recommendation

Approve Budget Amendment and Contract for Purchase of 2019 Ford Transit Van

Fiscal Impact

The total cost of the van is \$28,689.69. The proposed budget amendment will transfer \$18,405 out of the Gasoline line to Transportation equipment to cover the cost of the vehicle being purchased under this Agreement.

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

**CONTRACT BETWEEN
MURFREESBORO CITY SCHOOLS
AND
CITY AUTO SALES LLC DBA CITY AUTO
FOR PURCHASE OF 2019 FORD TRANSIT VAN**

This Contract is entered into and effective as of the 5th day of August 2024, by and between the **MURFREESBORO CITY SCHOOLS**, a municipal school district of the State of Tennessee ("District") and **CITY AUTO SALES LLC DBA CITY AUTO**, a limited liability company of the State of Tennessee ("Contractor").

This Contract consists of the following documents:

- *This Contract*
- *Bill of Sale dated 7/30/2024, from City Auto for One (1) Used 2019 Ford Transit Van, and incorporated into this Contract by reference*
- *Any properly executed amendments to this Agreement*

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

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority)*
- *Second, this Contract*
- *Finally, Bill of Sale dated 7/30/2024, from City Auto for One (1) Used 2019 Ford Transit Van*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and District agrees to purchase: One (1) Used 2019 Ford Transit Van as set forth in Bill of Sale dated July 30, 2024, from City Auto, described as follows:

- 2019 Ford Transit Van 150
- VIN # 1FTYE1YM3KKB48197
- Stock # CO502736
- Exterior Color: White
- Type: T-150 130" Low
- Mileage: 90,077

2. **Term.** The Contract shall be a one-time purchase and the term shall expire upon acceptance of and payment for vehicle by the District.

3. **Termination.** Contractor's performance may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the District.
- b. For the convenience of Contractor, provided that Contractor notifies the District in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the District has the

right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the District for damages sustained by virtue of any breach by Contractor.

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

4. **Price.** The price for goods and other items to be provided under this Contract is set forth per the Bill of Sale from City Auto for one (1) Used 2019 Ford T-150 Transit Van for a **Total Purchase Price of Twenty-eight thousand, six hundred eighty-nine dollars and sixty-nine cents (\$28,689.69)**. Any compensation due Contractor under this Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The District agrees to pay Contractor after goods/services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order.

5. **Warranty.** Warranties are as stated in the attached Bill of Sale.

6. **Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the District, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the District will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

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

If to Murfreesboro City Schools:

Murfreesboro City Schools
Attn: Finance Director
2552 South Church Street
Murfreesboro, TN 37127

If to the Contractor:

City Auto
1015 Bridge Avenue
Murfreesboro, TN 37129

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

9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

10. **Maintenance of Records.** Contractor shall maintain documentation for all charges against District. The books, records, and documents of Contractor, insofar as they relate to work performed or money received

under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by District or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.

11. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the District not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District's Contractors. Accordingly, all proposers entering into contracts with the District may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

Contractor further acknowledges that the District is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- a. **The District and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.**
- b. **The District and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- c. **The District and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability,**

and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the District contracts.
17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the District. Any such assignment or transfer does not release Contractor from its obligations hereunder
18. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
21. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the District prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution
23. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the District and is thereafter effective as of the date set forth above.

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

MURFREESBORO CITY SCHOOLS

CITY AUTO SALES LLC DBA CITY AUTO

By: _____
Bobby N. Duke, III
Director of Schools

By: _____
Jackson Jernigan, Business Manager

APPROVED AS TO FORM:

Lauren Bush, Assistant City Attorney

Murfreesboro


City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2025 General Purpose School Fund 141 8/13/2024

Account	Description	Increase	Decrease
141 E 72710 729	Transportation Equipment	18,405	-
141 E 72710 425	Gasoline	-	18,405
Total		\$ 18,405	\$ 18,405

Explanation: To transfer \$18,405 out of the Gasoline line to Transportation Equipment to cover the cost of the vehicle being purchase with City Auto.

 8/8/24
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby W Duke III</u>	<u>8/8/24</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: Title IX McKinney-Vento Grant

Board Meeting Date: August 13, 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

Summary

The Federal Program and Finance departments are seeking budget approval for FY25 Title IX McKinney-Vento grant funding source for \$ \$89,398.20. Funding will be used for the salary and benefits of the district's Student in Transition Liaison who supports our students experiencing homelessness. In addition, funding will be used for clothing, transportation, emergency housing and other necessities for students experiencing homelessness.

Staff Recommendation

Recommend approval of FY 24-25 Title IX McKinney-Vento Funding budget.

Fiscal Impact

The award amount is \$89,398.20 for the FY25 school year. This amount includes \$26,767.42 in carryover funds from FY24.

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

BOE Approval
Exhibit A

Schools Federal Projects Fund 142
Fiscal Year 2024-2025

Title IX McKinney-Vento Grant		BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Account Number	Account Description			
<u>Revenues</u>				
47149 300	Title IX McKinney-Vento		89,398	89,398
Total Increase in Revenues		\$ -	\$ 89,398	\$ 89,398
<u>Expenditures</u>				
	Title IX McKinney-Vento			
72130 599	Other Charges		14,175	14,175
72210 189	Other Salaries & Wages		48,000	48,000
72210 201	Social Security		3,069	3,069
72210 204	Retirement		5,842	5,842
72210 206	Life Insurance		200	200
72210 212	Medicare		718	718
72210 299	Other Fringe Benefits		1,500	1,500
72210 307	Communication		795	795
72210 355	Travel		824	824
72210 499	Other Supplies & Materials		2,500	2,500
72210 524	In-Service/Staff Development		2,500	2,500
72210 790	Other Equipment		1,500	1,500
72710 312	Contracts with Private Agencies		3,500	3,500
72710 313	Contracts with Parents		1,000	1,000
72710 314	Contracts with Public Carriers		500	500
99100 504	Indirect Cost		2,775	2,775
Total Increase in Expenditures		\$ -	\$ 89,398	\$ 89,398

CHANGE IN FUND BALANCE (CASH)

0

To budget the FY25 Title IX McKinney-Vento federal grant. The allocation of \$89,398 will fund the labor and benefits for the Students in Transition Liaison as well as phone, travel, supplies and materials, staff development and Indirect Costs.

 8/8/24

 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>		8/8/24
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: ARP Homeless 2.0

Board Meeting Date: August 13, 2024

Department: Finance & Federal programs

Presented by: Trey Duke, Director

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The Federal Program and Finance departments are seeking approval for the closeout of the ARP Homeless 2.0 funding source for \$26,778.94. Funds will be used salaries, benefits, and communication for district staff who support our unhoused population including support from Social Workers and Coordinated School Health staff that occurred in July. Additionally, funds will be used for technology, professional development and tracking service for the MKV van.

There are no programmatic changes from what was previously approved by the Board but represents close out funds for FY25.

Staff Recommendation

Recommend approval of the budget for ARP Homeless 2.0 closeout. This will ensure all remaining funds are expended before the end of the funding cycle.

Fiscal Impact

ARP 2.0 Budget closeout ending December 30, 2024 for \$26,778.94. The original allocation was \$89,884.82.

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

BOE Approval
Exhibit A


Schools Federal Projects Fund 142
Fiscal Year 2024-2025

Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>				
47404 701	ARP Homeless 2.0		26,779	26,779
Total Increase in Revenues		\$ -	\$ 26,779	\$ 26,779
<u>Expenditures</u>				
ARP Homeless 2.0				
72130 130	Social Workers		1,500	1,500
72130 201	Social Security		93	93
72130 204	Retirement		183	183
72130 212	Medicare		22	22
72130 599	Other Student Support		7,000	7,000
72210 189	Other Salaries & Wages		4,313	4,313
72210 201	Social Security		275	275
72210 204	Retirement		525	525
72210 212	Medicare		64	64
72210 299	Other Fringe Benefits		125	125
72210 524	In-Service/Staff Development		2,100	2,100
72210 790	Other Equipment		6,409	6,409
72710 307	Communication		229	229
72710 312	Contracts with Private Agencies		3,941	3,941
Total Increase in Expenditures		\$ -	\$ 26,779	\$ 26,779

CHANGE IN FUND BALANCE (CASH)

-

To budget the FY25 ARP Homeless 2.0 remaining federal grant. The final carryover of \$26,779 will fund communication for MKV van, salaries and benefits, contracts, laptops and printers for social workers, and professional development for one social worker and Students in Transition Specialist. ARP Homeless 2.0 must be obligated by September 30, 2024 with liquidation completed by December 15, 2024.


Reviewed by Finance Director/Finance Manager

8/8/24
Date

Approved	<input checked="" type="checkbox"/>		8/8/24
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: Stronger Connections FY 25 Funding Budget

Board Meeting Date: August 13, 2024

Department: Student Support Services

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

On June 27, 2023, Murfreesboro City Schools was awarded \$1,105,338.94 over three years to focus on the areas of Mental Health/Social Emotional Learning for students, families, and educators. \$866,647 remains to be spent in FY25 and FY26. With these funds, Student Support Services will expand the number of Calm Coaches funded under the Stronger Connections Grant from seven to nine. The remaining Calm Coaches will continue to be paid for through the General-Purpose Fund. Schools served under the grant include Black Fox Elementary, Bradley Academy, Erma Siegel Elementary, John Pittard Elementary, Mitchell-Neilson Primary, Northfield Elementary, Overall Creek Elementary, Salem Elementary, and Scales Elementary. The budget for BEST Partners, LLC and staff training will also be included for FY25 and FY26.

Staff Recommendation

Recommend approval of the FY 25 Stronger Connections funding budget.

Fiscal Impact

\$866,647 in grant revenue and corresponding expenditures for the FY25 and FY26 school year.


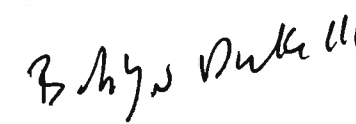
Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro (751) Public District - FY 2025 - Stronger Connections Grant - Rev 0 - Stronger Connections Grant

Filter by Location: All - \$866,647.01 ▼

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	Total
Line Item Number			
163 - Educational Assistants	461,472.00		461,472.00
201 - Social Security	28,890.00	0.00	28,890.00
204 - Pensions	56,161.00	0.00	56,161.00
206 - Life Insurance	1,551.00	0.00	1,551.00
207 - Medical Insurance	95,025.00	0.00	95,025.00
208 - Dental Insurance	2,317.00	0.00	2,317.00
212 - Employer Medicare	6,757.00	0.00	6,757.00
299 - Other Fringe Benefits	9,000.00	0.00	9,000.00
399 - Other Contracted Services	0.00	169,998.80	169,998.80
524 - In-Service / Staff Development		35,475.21	35,475.21
Total	661,173.00	205,474.01	866,647.01
		Adjusted Allocation	866,647.01
		Remaining	0.00

 8/8/24
 8/8/24

Agenda Item Title: Budget Amendment - Robotics

Board Meeting Date: August 13, 2024

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment is to recognize new revenue from a donation made by the Nissan Foundation through the City Schools Foundation. The \$21,775 donation will be allocated to fund the Robotics program in each school for registration, competition, transportation, supplies and new robots.

Staff Recommendation

To approve the FY25 budget amendment to help recognize changes within the General-Purpose fund.

Fiscal Impact

Increase in revenue and corresponding expenditures by \$21,775.

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

BOE Approval

Schools General Purpose School Fund
Fiscal Year 2024-25

Donation - (Robotics)

Account Description	BUDGET	AMENDED	AMENDMENT
	AS PASSED OR	BUDGET	INCREASE
	PREV AMENDED		(DECREASE)
<u>Revenues</u>			
Donations and Gifts (Robotics)	0	21,775	21,775
Total Increase in Revenues	\$ -	\$ 21,775	\$ 21,775

<u>Expenditures</u>			
Other Charges - Robotics	-	21,775	21,775
Total Increase in Expenditures	\$ -	\$ 21,775	\$ 21,775

CHANGE IN FUND BALANCE (CASH) -

This amendment budgets new revenue of \$21,775 in Donations-Robotics for the Robotics program in each school for registration, competition, transportation, supplies and new robots.

[Signature] 8/8/24
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby N Duke III</i></u>	<u>8/17/24</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: Budget Amendment - Book Bus

Board Meeting Date: August 13, 2024

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment is to recognize \$12,647 of donations from the Community Investment Trust and to reallocate \$24,700 of unassigned fund balance within the General-Purpose Schools Fund 141 with a net decrease of \$24,700 from fund balance. The \$24,700 transfer represents insurance money that was received at the end of FY24 for the damage to the former book bus due to flooding. The expenditure will address the need for a Mobile Resource Center & Book Bus to be used within the school district.

Staff Recommendation

To approve the FY25 budget amendment to help recognize the donations and changes within the General-Purpose fund.

Fiscal Impact

Increase in revenues from donations with corresponding expenditures by \$12,647. Transfer of \$24,700 from fund balance. \$24,700 was added to the fund balance at the end of FY24 from an insurance payment for the former book bus.

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 2024-25

Donation - (Community Investment Trust)

Account Description	BUDGET	AMENDED	AMENDMENT
	AS PASSED OR PREV AMENDED	BUDGET	INCREASE (DECREASE)
<u>Revenues</u>			
Donations and Gifts	100000	112,647	12,647
Unassigned Fund Balance	-	24,700	24,700
Total Increase in Revenues	\$ 100,000	\$ 137,347	\$ 37,347

<u>Expenditures</u>			
Motor Vehicles	50,000	87,347	37,347
Total Increase in Expenditures	\$ 50,000	\$ 87,347	\$ 37,347

CHANGE IN FUND BALANCE (CASH) (24,700)

MCS was awarded a grant by Murfreesboro Community Investment Trust of \$12,647 for a Mobile Resource Center & Book Bus Project. The old book bus was damaged and we received insurance money in FY24. So, we are moving \$24,700 of this insurance money from Unassigned Fund balance in FY24 to FY25 to cover the purchase of a new vehicle.


8/8/24

 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>		8/8/24
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: MOU with Murfreesboro Police Department for 2024-2025

Board Meeting Date: August 13, 2024

Department: Operations- Safety

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Murfreesboro City Schools and Murfreesboro Police Department entered a memorandum of understanding for providing school resource officers in each MCS school for the 2024-2025 school year.

Staff Recommendation

Approve memorandum of understanding with Murfreesboro Police Department for school security services for the 2024-2025 school year.

Fiscal Impact

No fiscal impact to Murfreesboro City Schools. SROs are provided by Murfreesboro Police Department.

Connection to MCS's Five-Year Strategic Plan

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

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

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

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

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

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

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

**CITY OF MURFREESBORO on behalf of the
MURFREESBORO POLICE DEPARTMENT**

DocuSigned by:



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Darren Gore, City Manager

DocuSigned by:

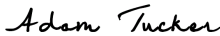


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Michael Bowen, Chief of Police

APPROVED AS TO FORM:

DocuSigned by:

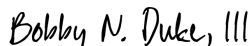


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Adam F. Tucker, City Attorney

MURFREESBORO CITY SCHOOL BOARD

DocuSigned by:



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

Agenda Item Title: Contract with STARS Nashville

Board Meeting Date: August 13, 2024

Department: Student Support Services

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Pursuant to Board Policy 2.808, the Board must approve contracts exceeding \$50,000.00. The Student Support Services Department is seeking to enter into an agreement with STARS Nashville for enhanced student assistance services for the 2024-2025 school year. These services will be provided by four STARS counselors within seven MCS schools.

Staff Recommendation

Approve agreement with STARS Nashville for enhanced student assistance services for the 2024-2025 school year

Fiscal Impact

The total cost of the agreement is \$70,000.00 and is funded through a United Way collaborative grant agreement. The \$70,000 pays for one of the four counselors. All others are funded by STARS.

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



FY2025 CONTRACT REVIEW FORM

Requesting Department/School: Student Support Services

Contract: Memorandum of Agreement for Enhanced Student Assistance Services

Vendor: STARS Nashville

Contract Term: SY 2024-2025 Contract Identifier: 2025-SSS-009

Is there a contract renewal option? Yes No Cost: \$70,000.00

Contract monitoring required? Yes No Date of Biannual Review: _____

Is Board approval required: Yes No Board Meeting Date: 8/13/24

Is the contract issued pursuant to a grant agreement? Yes No

Is the contract issued pursuant to an ITB/RFP? Yes No ITB/RFP No.: _____

Does the contract require student information? Yes No

Legal Review

Are any amendments to the contract required? Yes No

Brief description of amendments and/or other comments:

Legal Approval: 

Date: 8/5/24

Finance Review

Budget Account Number: 142-72130-399

Funding Source: General Purpose Federal Other: _____

Other comments:

We budgeted this out of ESSER 3.

Finance Approval: 
Daniel Owens (Aug 5, 2024 16:07 CDT)

Date: 08/05/24



**MEMORANDUM OF AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
STARS Nashville
2024-2025 School Year**

This agreement is between Murfreesboro City Schools (MCS) and STARS Nashville (STARS). STARS agrees to provide Enhanced Student Assistance services (ESAP) addressing behavioral health issues and other social and emotional barriers to success, which includes fostering resilience with marginalized youth and families. MCS agrees to pay STARS \$70,000 for these services provided at the following school sites:

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

*Funded by Murfreesboro City Schools via United Way collaborative agreement.

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

NATURE OF SERVICE

DUTIES AND RESPONSIBILITIES OF STARS

A. Intervention/Prevention/Counseling Services

- To provide and supervise an ESAP Therapists to serve designated Murfreesboro City Schools.
- To provide individual therapy, and if requested, group therapy sessions for students affected by anxiety, depression, grief, loss, substance misuse, violence, anger, conflict management and other behavioral or mental health issues.
- To provide treatment and case management services to students at selected school site(s).
- To provide crisis intervention as needed.
- Conduct interventions on behalf of the school with students and families and make necessary referrals to community agencies/counselors as needed.
- Engage and collaborate closely with parents and guardians whenever possible in order to support and sustain students' overall health and wellbeing.

- Collaborate as appropriate with other school and community partners who are providing prevention/intervention activities or other mental health services in the school.
- Communicate on a regular basis with designated administrative personnel (school social workers, counselors and psychologists, etc.) in order to improve coordination of services.
- Conduct student group evaluations, and staff / student / parent satisfaction surveys.
- Provide annual progress reports to designated MCS representative and school administrators.
- Perform duties as directed by STARS Executive Staff.
- To provide other types of more informal support for students to meet the needs of particular schools, as requested by administrators.
- Services may be modified to adhere to the safety recommendations of the CDC, State of Tennessee and MCS to ensure the safety of students and staff. In the event of school closing, individual and group counseling support, case management services and classroom education may be provided via tele-health services.

B. General Program Administration

- Develop and implement program goals and objectives in consultation with MCS.
- Comply with any grant requirements that support the MCS and STARS services.
- Abide by any and all applicable federal, state and local laws, statues and regulations including but not limited to policies of MCS.
- STARS agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of race, religion, creed, color, sex, age, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability or any other classification protected by the Federal, Tennessee State constitutional or statutory law.
- STARS shall safeguard all rights of the child as legally and ethically required in accordance with federal and state laws and regulations.
- STARS shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the TBI and FBI for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

C. Teacher Trainings and Volunteer Management

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

D. STARS Counselor and Therapist Training and Staff Development

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

E. Maintenance of Records

- STARS shall maintain accounting records in accordance with generally accepted accounting principles.
- STARS shall comply with all applicable HIPAA and FERPA regulations.

F. Performance Evaluation

- STARS conducts an annual performance evaluation for each STARS therapist. The STARS employee is evaluated by their respective principal and /or his/her designees, such as school counselors and/or assistant principals.

- STARS Director of Prevention Services annually evaluates each employee based on feedback received from school sites, as well as from personal observation.
- Staff who do not meet the basic requirements of the position receive a performance improvement plan outlining what steps should be taken to improve performance. Monthly meetings occur until performance improves. Failure to meet minimum requirements may result in termination.
- Upon request, the designated MCS representative may review the performance evaluation and feedback received on the STARS therapist.

G. Contingent Fees

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

H. Conflicts of Interest

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

MURFREESBORO CITY SCHOOLS AGREES TO:

A. Counseling Services

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

B. General Administration

- Ascertain that STARS therapists have access to students' ID Number, schedule and contact information in order to plan appointments, connect with family members as necessary and compliance with Outcome Evaluation Measures.
- Provide for a secure and a confidential office space, telephone and printer access for the STARS Therapists.
- Provide IT support to help with issues related to internet connection and phone and printer malfunction.
- Participate in Program Evaluation (student outcomes, school climate information, student and staff satisfaction).
- Provide feedback to STARS Program Leadership as needed or requested.
- Agree to hold all information and data relating to a student's participation in STARS as confidential in accordance with Code of Federal Regulations (CFR 42 Part 2) as well as by any federal, state, or county statutes governing confidentiality.
- Assist the agency in locating other sources of funding for service continuation.
- Provide evaluation feedback about STARS' staff members consistent with the STARS personnel evaluation process.
- STARS will provide a statistical compilation of student, faculty and parent participation, along with a narrative at the end of each school year.

C. Teacher Trainings and Volunteer Involvement

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

D. Parent Engagement

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

E. Non-Discrimination

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

F. Fraud, Waste and Abuse

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

G. Workplace Injuries

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

TIME SPAN

These services will be provided for the FY 24-25 School year. STARS staff will follow the faculty schedule per their designated school site, with exceptions approved by the principal or their designee

FUNDING AND RATE

The funding for these services is provided in part by Department of Justice BJA's STOP School Violence Grant Program, the United Way of South-Central Tennessee and private, philanthropic funds.

Payment will be due to STARS upon submission of monthly invoices. Tele-health services will be invoiced at the same rate as on-site services.

PUBLICATIONS

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

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

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

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

SIGNATURES

Rodger Dinwiddie

Rodger Dinwiddie, STARS

CEO

8/1/2024

(DATE)

Bobby N. Duke III

Bobby N. Duke III (Aug 6, 2024 06:44 CDT)

Murfreesboro City Schools Representative

Bobby N. Duke III

(Printed Name)

08/06/2024

(DATE)

Approved as to form:

Lauren Bush

Lauren Bush, Assistant City Attorney










STARS Nashville ESAP Agreement

Final Audit Report

2024-08-06

Created:	2024-08-05
By:	Lauren Bush (lbush@murfreesborotn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZnIK4Y_kDR4gDSGfbCoY_392NfnhJCr7

"STARS Nashville ESAP Agreement" History

-  Document created by Lauren Bush (lbush@murfreesborotn.gov)
2024-08-05 - 8:54:35 PM GMT
-  Document emailed to Daniel Owens (daniel.owens@cityschools.net) for signature
2024-08-05 - 8:54:41 PM GMT
-  Email viewed by Daniel Owens (daniel.owens@cityschools.net)
2024-08-05 - 8:58:17 PM GMT
-  Document e-signed by Daniel Owens (daniel.owens@cityschools.net)
Signature Date: 2024-08-05 - 9:07:54 PM GMT - Time Source: server
-  Document emailed to Trey Duke (trey.duke@cityschools.net) for signature
2024-08-05 - 9:07:56 PM GMT
-  Email viewed by Trey Duke (trey.duke@cityschools.net)
2024-08-06 - 11:44:11 AM GMT
-  Signer Trey Duke (trey.duke@cityschools.net) entered name at signing as Bobby N. Duke III
2024-08-06 - 11:44:44 AM GMT
-  Document e-signed by Bobby N. Duke III (trey.duke@cityschools.net)
Signature Date: 2024-08-06 - 11:44:46 AM GMT - Time Source: server
-  Agreement completed.
2024-08-06 - 11:44:46 AM GMT

Agenda Item Title: Contract with CDW-G for cybersecurity software

Board Meeting Date: August 13, 2024

Department: Technology

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Pursuant to Board Policy 2.808, the Board must approve contracts exceeding \$50,000.00. The Technology Department is seeking to use cybersecurity products through Cisco to be purchased through CDW-G. This contract is for a continuation of our current services.

Staff Recommendation

Approve contract with CDW-G for cybersecurity software

Fiscal Impact

The total cost of the software license agreement is \$199,200.00. Funding will be provided through the general-purpose budget.

Connection to MCS's Five-Year Strategic Plan

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

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



FY2025 CONTRACT REVIEW FORM

Requesting Department/School: Technology

Contract: Quote for Cybersecurity Software Licenses

Vendor: CDW-G

Contract Term: August 2024-August 2025 Contract Identifier: 2025-IT-007

Is there a contract renewal option? Yes No Cost: _____

Contract monitoring required? Yes No Date of Biannual Review: _____

Is Board approval required: Yes No Board Meeting Date: _____

Is the contract issued pursuant to a grant agreement? Yes No

Is the contract issued pursuant to an ITB/RFP? Yes No ITB/RFP No.: _____

Does the contract require student information? Yes No

Legal Review

Are any amendments to the contract required? Yes No

Brief description of amendments and/or other comments:

Legal Approval: 

Date: 8/7/24

Finance Review

Budget Account Number: 141-72250-399

Funding Source: General Purpose Federal Other: _____

Other comments:

We budgeted \$100,000 in this line for FY25

Finance Approval: 
Daniel Owens (Aug 7, 2024 16:11 CDT)

Date: 08/07/24

Agenda Item Title: Contract with Douglas Lawn Care for provision of lawnmowing services for Fiscal Year 2025

Board Meeting Date: August 13, 2024

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Pursuant to Board Policy 2.808, the Board must approve contracts exceeding \$50,000.00. The Finance Department issued an Invitation for Bids for lawnmowing services and had 3 respondents. Douglas Lawn Care was the lowest responsive, responsible bidder.

Staff Recommendation

Approve contract with Douglas Lawn Care for lawnmowing services at all MCS facilities and campuses

Fiscal Impact

The total cost of the agreement is \$152,800.00. Funds for these services will be provided through the general-purpose budget.

Connection to MCS's Five-Year Strategic Plan

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



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

Lawn Mowing Services at all Murfreesboro City Schools Locations
INVITATION TO BID

Vendor Name: DOUGLAS LAWN CARE
Vendor Contact: John Douglas
Address: 10122 Franklin Road
City/State/Zip: Murfreesboro, TN. 37128
Telephone: (615) 300-0694 Fax: ()

GENERAL TERMS AND CONDITIONS

1. Responding to bid number: **2025-01**
2. Date of solicitation: **July 1, 2024**
3. Bid receipt/opening date and time: **July 12, 2024 @ 2:30 P.M., CST.**

Bids MUST be received by Murfreesboro City Schools at the address above by the receipt date listed above.

4. **Bid Format: SEALED BIDS ONLY.** Faxed bids are not acceptable. **BIDS MUST BE CLEARLY MARKED WITH THE ABOVE NUMBER, DESCRIPTION, AND OPENING DATE.** Bidder MUST use the enclosed bid envelope cover sheet on the outside of the bid envelope to include license number, expiration date and classification. Murfreesboro City Schools Board of Education is not responsible for the confidentiality of bids inadvertently opened during mailing or receipt thereof. Unsealed Bids will not be accepted. Any bid received after receipt date and time indicated above will not be considered.
5. **BID OPENING:** Bids will be opened publicly and read aloud at the administrative offices of Murfreesboro City Schools, 2552 South Church Street, Murfreesboro, TN 37127, on the opening date and time indicated above. Responses received after the receipt deadline indicated above will not be considered.
6. Time is of the essence for this bid. Price and quality of equipment is essential; however, availability of product and ability to perform on schedule will be heavily weighted in the award process. Prospective vendors who are authorized, licensed (if applicable and/or required) and capable are requested to submit bids to provide these needed products and/or services for Murfreesboro City Schools.

6. Safety of the children and others on campuses must be of primary importance. If children or adults that are coming closer than 100 ' of a mower, the operator is to shut down the mower blades and move to another location on campus or to another school site with notice to the Maintenance Supervisor.
7. *A 60-day notice in the contract for vendor and owner that will release the vendors from their responsibilities in the event they feel they cannot meet the deadlines of a schedule, or requirements of the contract.
8. Vendor to have all employees recognized with like uniforms, shirts, and badging. The lead person during the day of cutting must sign in at the front office and provide a list of staff that will be performing cutting services that day. Once the job is complete, the same must take place on going back into the front office and check out by signing out each of their staff members. If you stay beyond school hours, it will be noted the following day by school staff or the SRO. Please note school hours differ from site to site. The hours for the extended school program are from 6:00 am to 6:00pm.
9. Restroom breaks are permissible. There are restrooms located near the front entrances. Press the call button on the call box at the front door, state the restroom break need and an MCS staff representative will meet and direct the staff member to the restroom and will wait outside the door until they finish. With this courtesy, MCS will require background checks for all cutting staffing.
10. Vendors are responsible for furnishing all labor, equipment, fuel, and any maintenance and repairs of their equipment in order to fulfill their contractual requirements within this document.

INCLUDED BY REFERENCE

- Exhibit A: In the attached you will find school prints referencing property lines, school names, addresses, and acreage per site. The acreage listed is total of the property with no deducts of the square footage of the school buildings, drives, parking spaces, sidewalks, playgrounds.

REQUIRED SUBMITTALS

- Bid Sheet Summary
- Contractor/Bidder Information Sheet
- Customer Reference Listing
- Certifications Page
- Affidavits Acknowledgement Page
- Product List and Submittals

AFFIDAVITS ACKNOWLEDGEMENT PAGE

AMERICANS WITH DISABILITIES ACT

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of the bidder

BACKGROUND CHECKS

Bidder shall comply with Tennessee Code Annotated Section 49-5-413, which requires any person, corporation or entity who enters into or renews a contract with a local board of education, to provide a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

NONDISCRIMINATION

Bidder shall abide by all applicable federal and State laws pertaining to discrimination and hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of work completed pursuant to this ITB or in the employment practices of the Bidder on the grounds of classifications protected by federal or State law.

IRAN DIVESTMENT ACT

Under the Iran Divestment Act, T.C.A. §§ 12-12-101--12-12-113, political subdivisions in Tennessee are prohibited from entering into any procurement or contract over \$1,000 with a person who engages in investment activities in Iran. The state's chief procurement officer is required under T.C.A. § 12-12-106 to create a list of persons who engage in investment activities in Iran. Any person who is on the list is ineligible to contract with any political subdivision of this state, and any such contract is declared void *ab initio* under § 12-12-110.

On or after July 1, 2016, every bid or proposal submitted to a political subdivision where competitive bidding is required must contain the following statement, submitted by the bidder under penalties of perjury:

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."

BID – 2025-01
BID SHEET SUMMARY

VENDOR NAME: Douglas Lawn Care

VENDOR ADDRESS: 10122 Frankin Road, Murfreesboro, TN 37128

PHONE: 615-300-0694 E-MAIL: _____

COSTS	
Project	Base Bid
Lawn mowing services at all MCS schools, including central office	\$ 152,800
Cost of replacement materials	\$
Cost of installation	\$
GRAND TOTAL	\$ 152,800

Remarks: ENCLOSED IS A SHEET WITH COST PER CUTTING OF EACH SITE.

Site Visitation Acknowledgement:

I, authorized representative of Vendor, acknowledge that the site has been visited and inspected to my satisfaction and that existing conditions have been considered in this bid response. JTD (Initials)

My signature below confirms that I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am deemed the lowest and best bidder, to provide the above-described services for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

This form must be signed by an authorized representative of Vendor.

John H Douglas
Signature

7-12-2024
Date

Partner
Title

The Bid Sheet Summary must be completed and submitted with bid documents.

CONTRACTOR/BIDDER INFORMATION SHEET

Project No. or Description Lawn Care of School Sites
Douglas Lawn Care
Full Name of Bidder John Thomas Douglas
Partnership
Legal Identity
(Corporation, Partnership,
Individual, etc.)
Address 10122 Franklin Road
Murfreesboro, TN. 37128
Telephone No. 615-300-0694
Fax No. _____
Taxpayer Identification Number 62-1576882
Contact Person John Douglas
Phone No. 615-300-0694
Email Address _____
Webpage Address _____

The Contractor/Bidder Information Sheet must be completed and submitted with bid documents.

CUSTOMER REFERENCE LISTING

Contractor shall furnish the names, addresses, contract, telephone numbers, length of contract and size of property of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing or has in the past furnished service for. References should be similar in size and scope of work.

1. Company Name Murfreesboro City Schools
Address 2552 South Church Street
Reference Mr. Larry Wilford
Telephone Number 615-482-3957
Length of Contract 24 years
Size of Property Over 100 acres

2. Company Name Bill Rice Ranch
Address Franklin Road, Murfreesboro, TN. 37128
Reference Mr. Nathan Reeves
Telephone Number 615-796-9655
Length of Contract 23 years
Size of Property 60 acres or more

3. Company Name Mr. Mark Rogers
Address 2631 Memorial Blvd.
Reference Mr. Rogers
Telephone Number 615-478-2301
Length of Contract 12 years
Size of Property 9 acres

The Customer Reference Listing must be completed and submitted with bid documents.

CERTIFICATIONS PAGE

In the event only one bid is received, Murfreesboro City Schools may require that the bidder submit a cost proposal in sufficient detail for MCS to perform a cost/price analysis to determine if the bid price is fair and reasonable.

Bidder certifies it is a: Proprietorship _____; Partnership ; Corporation _____

Tennessee Sales Tax Permit No. _____

Tennessee Use Tax No. _____

Federal ID No. 62-1576882

Bidder certifies that he has read, understands and will fully and faithfully comply with this invitation for bid, its attachments and any referenced documents. Bidder also certifies that the prices offered are independently developed without consultation with any of the other bidders or potential bidders.

Company's Legal Name Douglas Lawn Care

Address 10122 Franklin Road

City, State and Zip Code Murfreesboro, TN. 37128

Telephone Number 615-300-0694

Authorized Signature John T Douglas

Printed Name and Title John T Douglas Partner

MAILING ADDRESS

Purchase Order:

Name DOUGLAS LAWN CARE

Address 10122 Franklin Road

City, State and Zip Code Murfreesboro, TN. 37128

Invoice Remittance: (If different from above)

Name _____

Address _____

City, State and Zip Code _____

The Certifications Page must be completed and submitted with bid documents.

COLLUSION AMONG BIDDERS

The bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.

1. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
2. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other things of value for special consideration in the letting of a contract.
3. no officer or employee of the MCS either directly or indirectly, owns any interest in the bidder's business.

NON-BOYCOTT OF ISREAL AFFIDAVIT

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/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 supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

ACKNOWLEDGEMENT

The undersigned herby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements. Failure to properly acknowledge issues concerning the above is grounds for bid rejection and may subject the signer to penalties as directed by the appropriate laws.

John T. Douglas
SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this 11 day of July, 2024.

Valerie Brown
Signature of Notary Public

11-22-2025
My Commission Expires



The Affidavits Acknowledgement must be completed, signed by an authorized agent and notarized and submitted with bid documents

" Bid - 2025-01 "

Bellwood	# 540.00
Black Fox	520.00
Bradley	390.00
Cason Lane	580.00
Cason Lane Pre K	240.00
Central Office	290.00
Erma Siegel	600.00
Hobgood	520.00
Mitchell Neilson Elem.	410.00
Mitchell Neilson Primary	280.00
Northfield	560.00
Overall Creek	580.00
John Pittard	570.00
Reeves Rogers	460.00
Salem	540.00
Scales	560.00

Total = \$7,640.00 per cutting

Bid Tabulation Sheet - Murfreesboro City Schools

Project: Lawn Mowing Services at All School Locations - 2552 S. Church St., Murfreesboro, TN 37127

Bid Posting: July 1, 2024 - July 12, 2024 **Bid Opening:** 2:30 pm, July 12, 2024

Bid Number: 2025-01

Contractor	Price	Bid Submitted on Required Forms	Required Interface	Bid Sheet Summary	Contractor Information	Customer References	Cert Page Complete	Affidavits Acknowledge	Products List & Submittals
JC Asphalt	218,592.00	✓	✓	✓	✓	✓	✓	✓	✓
Rotolo Consultants Inc	264,018.78	✓	✓	✓	✓	✓	✓	✓	✓
Douglas Lawn Care	152,800.00	✓	✓	✓	✓	✓	✓	✓	✓

Recommend Award to:			
Amount:			
Bid Opened By:	Adam Grisz MCS Purchasing Agent	Signature	
		Date	7/12/2024
		Time	2:30 PM
Witness:	Larry Wilberford MCS Assist. Superintendent	Signature	
Witness:	Brandon Richardson MCS Assist. Director, Maintenance	Signature	

Complete Back for Contractors Present

Contractors Present (Printed Name)	
Mike McNesil	Company Rotolo Consultants, Inc.
John Douglas	Company Douglas Lawn Care
	Company
	Company
	Company
	Company

Agenda Item Title: Contract with Forte for ESP Payment Processing

Board Meeting Date: August 13, 2024

Department: Extended School Program

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Pursuant to Board Policy 2.808, the Board must approve contracts exceeding \$50,000.00. ESP utilizes CSG Forte in conjunction with its EZChildTrack platform to process childcare payments. The software platform is Level 1 PCI-compliant to allow secure, digital transactions.

Staff Recommendation

Approve payment processing agreement with CSG Forte

Fiscal Impact

The total cost of the agreement will be dependent on use, but it will remain within the budgeted amount. In FY2024, MCS paid \$116,996.92 pursuant to an “absorbed fee model” where MCS collected processing fees from participating families and paid those processing fees to Forte for its services.

Connection to MCS’s Five-Year Strategic Plan

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

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and Murfreesboro City Schools, with its primary business address at 2552 S. Church St. Murfreesboro TN (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customer”).

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY’s actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE’s opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in [Appendix A](#)) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII, as more fully defined in [Appendix A](#). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security. Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of 3 years (the “Term”). Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days’ prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY’s account.

5.4 Termination without Notice. FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on Merchant’s account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY’s receipt of services prior to terminating AGENCY’s account.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card and ACH Transactions on AGENCY’s behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day’s settlement processing.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Authorization-Capture Transactions. If a Transaction is sent to FORTE for Authorization (as more fully defined in [Appendix A](#)) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY’s application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly

authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and

limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Customer shall constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a

third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. DATA SECURITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule I, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services (“Absorbed Fee Model”) will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY’s designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction (“Service Fee Model”) will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

13.3 FORTE’s pricing is subject to the underlying fees established by the Payment Networks and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days’ notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY’S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF

THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

15.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

16. FORCE MAJEURE

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable

control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

17. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the state of Tennessee without reference to choice of laws rules.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

25. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

Murfreesboro City Schools

CSG FORTE PAYMENTS, INC.

By: _____

By: _____

Name: Bobby N. Dulce, III

Name: _____

Title: Director of Schools

Title: _____

Date: _____

Date: _____

Approved as to Form:

Lauren Bush, Assistant City Attorney

APPENDIX A DEFINITIONS

ACH Network. “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

Affiliate. “Affiliate” means an entity controlled or managed by the same centralized federal, state or local government.

Agent. “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

Authorization. “Authorization” means a Transaction request on a Consumer bank account or card account to confirm Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted transaction.

Business Banking Day. “Business Banking Day” means Monday through Friday excluding banking holidays.

Confidential Information. “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

Consumer. “Consumer” means the individual end users, Constituents of AGENCY.

CPA. “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback. “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

Credit Entry. “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

Debit Entry. “Debit Entry” means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

Laws. “Laws” means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or Rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

Merchant. “Merchant” means AGENCY.

NACHA. “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. “ODFI” or “Originating Depository Financial Institution” means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as “Payment Association”.

Payment Network Resources:

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website): <https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website): <http://www.discovernetwork.com/merchants/index.html>

NACHA: www.nacha.org

PCI-DSS. “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued numbers. PII includes “Personal Data” as commonly defined by privacy laws.

RDFI. “RDFI” or “Receiving Depository Financial Institution” means the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver. “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. “Reserve” means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

Rules. “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

Settlement Entry. “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. “Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users. “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C
ACCOUNT UPDATER SERVICES

- 1. Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.

- 2. Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
 - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.
All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.
2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.
3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.
4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.
5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:
 - An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
 - Merchant's physical address in the U.S.
 - An email address or telephone number for customer service disputes.
 - Return/refund policy.
 - A description of Merchant's delivery policy (e.g., no overnight delivery).
 - A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
 - A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

APPENDIX E INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
 - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
 - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY’s Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
 - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
 - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. **Security of Consumer Information.** Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
 - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. **Disclosures.** Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. **Breach Notification.** In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.



Pricing Fee Schedule GT Soft 234889 3-Tier Pricing

eCheck Fees

Description	Amount
ACH Debit/Credit Transaction	\$0.78
ACH Debit/Credit Reject	\$2.00
ACH Monthly Fee	\$5.00
ACH Chargeback	\$25.00
ACH Funding Debit/Credit (Batch Fee)	\$0.75
Per Expedited Funding	\$35.00
Per eCheck Reversal Transaction	\$35.00
Per eCheck WSUPP Retrieval	\$35.00
Per eCheck Recall Transaction	\$55.00
Excessive eCheck Returns	\$0.50

Credit Card Fees

Description	Amount
Visa/MasterCard/Discover/Amex Per Item Fee	\$0.245
Qualified Discount Rate (Visa/MasterCard/Discover)	2.27%
MID-Qualified Discount Rate Surcharge (Visa/MasterCard/Discover)	0.31%
Non-Qualified Discount Rate Surcharge (Visa/MasterCard/Discover)	1.19%
Credit Card Monthly Statement Fee	\$10.00
Credit Card Funding Debit/Credit (Batch Fee)	\$0.35
Credit Card Chargeback Fee	\$25.00
Credit Card Dues and Assessments (Visa/MasterCard/Discover)	Pass-Thru

Other Fees

Description	Amount
Gateway Monthly Fee	\$14.95
Per Bank Account Change	\$35.00
Account Re-Activation Fee	\$25.00
Forte Validate+ Per Transaction Fee	\$0.30
Forte Verify Monthly Fee	\$10.00
PCI Compliance Program Fee	\$7.99
PCI Non-Compliance Monthly Fee	\$29.99

Merchant Signature

Date

Agenda Item Title: Cooperative agreement with JHA for purchase of school yearbooks

Board Meeting Date: August 13, 2024

Department: Finance

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Pursuant to Board Policy 2.808, the Board will be provided with a list of written contracts with a between \$25,000.00 and \$50,000.00 at the regularly scheduled Board meeting immediately following approval of the contract or agreement. Murfreesboro City Schools will be utilizing a cooperative agreement through Wilson County Schools to utilize JHA yearbook services for the 2024-2025 school year.

Staff Recommendation

Approval of cooperative agreement with JHA for purchase of school yearbooks

Fiscal Impact

School yearbook prices will vary based on the selections made by schools. This cost is typically passed onto the families who choose to purchase yearbooks.

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
Murfreeboro, TN 37127-6342
Phone: 615-893-2313
Fax: 615-893-2352
cityschools.net

MURFREESBORO CITY SCHOOLS
AND
JHA COMPANY
ACKNOWLEDGMENT OF COOPERATIVE PURCHASING AGREEMENT

Murfreeboro City Schools is a local education agency pursuant to Tennessee Code Annotated § 49-1-103(2). Murfreeboro City Schools entered into a cooperative agreement purchasing pursuant to Tennessee Code Annotated § 12-3-1203 to purchase materials and services from JHA Company under the 2024-2025 Yearbook Agreement with Southside School, Wilson County Schools.

Murfreeboro City Schools agrees to purchase materials and services directly from JHA at the same price and under the same terms of the contract awarded under Southside School, Wilson County Schools, 2024-2025 Yearbook Agreement. Murfreeboro 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, JHA Company acknowledges that Murfreeboro City Schools is purchasing materials and services pursuant Southside School, Wilson County Schools, 2024-2025 Yearbook Agreement and subject to the terms of the contract awarded. JHA Company agrees to make Murfreeboro City Schools aware of any substantive or legal changes to the contract referenced above, including termination of the agreement by either party.

JHA COMPANY

Authorized Agent

__7.30.24_____
Date

Print Name: __Josh Houston_____
Title: __President_____

Agenda Item Title: Board Policy 1.104, Memberships, on first reading

Board Meeting Date: August 13, 2024

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Board Policy 1.104 is a new policy recommendation based on the TSBA model policy for board memberships. The policy is a restatement of the law allowing the Board to be an affiliate member of TSBA, but also allows for the Board to maintain institutional membership in any other educational organization in which the Board finds to benefit its members and the school system.

Staff Recommendation

Approve Board Policy 1.104, Memberships, on first reading

Fiscal Impact

No immediate fiscal impact. However, should the Board elect to join an additional educational organization, membership dues for that organization would be added to the general purpose budget.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City School Board

Monitoring: Review: Annually, in July	Descriptor Term: <h2 style="text-align: center;">Memberships</h2>	Descriptor Code: <h3 style="text-align: center;">1.104</h3>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

- 1 Membership dues and necessary traveling expenses of school Board members and the Director of
- 2 Schools incurred in attending meetings of the school boards associations may be paid as other
- 3 expenses are paid by the Board.

- 4 Dues for membership in the Tennessee School Boards Association shall be included in each annual
- 5 budget pursuant to state statute.¹ The Board may also maintain institutional membership in other
- 6 educational organizations which the Board finds to be of benefit to board members and the school
- 7 district.

Legal References

1. TCA 49-2-2001

Cross References

Board Member Development Opportunities 1.204

Agenda Item Title: Board Policy 1.108, Nepotism, on first reading

Board Meeting Date: August 13, 2024

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Changes are recommended to Board Policy 1.108 to align with TSBA model policy and provide clarity to line and staff relations. These changes will allow some flexibility related to the hiring of substitute teachers and other hard to fill positions.

Staff Recommendation

Approve changes to Board Policy 1.108, Nepotism, 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 September	Descriptor Term: Nepotism	Descriptor Code: 1.108	Issued Date: 10/23/18
		Rescinds: PER 42	Issued:

1 The Director of Schools has sole authority to make hiring decisions. This policy does not alter or modify
2 that authority.

3 **Principals, assistant principals, or other supervisors are prohibited from having an immediate family**
4 **member working under their direct supervision. Employees whose job duties involve procurement of,**
5 **or accounting of, goods and services shall not be under the supervision of or work in the same department**
6 **or school as an immediate family member. Exceptions must be approved by the Director of Schools and**
7 **the Board Chair pending final approval by the Board of Education at the next regularly scheduled board**
8 **meeting.**

9 Whenever a person is considered by the director of schools for initial employment in the system and that
10 person is related to a member of the Board, the director of schools, an administrator in the system, a
11 county commissioner, or any appointed or elected county official, the relationship shall be made known
12 to the Board prior to the employment of such person.¹

13 If a member of the Board has a relative who is an employee in the system, prior to voting on any matter
14 of business that may have an effect upon the employment of the relative, the member shall declare such
15 relationship. In making such a declaration, the member shall certify that his/her vote on the pending
16 matter will be in the best interest of the school system.¹

17 **No person shall directly supervise or be supervised by an employee if he/she is related to the employee.**
18 **~~Two members of the same family may be employed by the system. However, no person shall directly or~~**
19 **~~indirectly supervise or be supervised by an employee if they are related to the employee as defined~~**
20 **~~below.~~**

21 For purposes of this policy, the terms “related to, relative, and immediate family member” include the
22 following relationships: spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent,
23 grandchild, brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household.²

Legal References

1. TCA 49-2-202(a)(3)
2. TCA 49-2-202(a)(3)(B)

Cross References

Assignment/Transfer of Personnel 5.115

Agenda Item Title: Board Policy 1.204, Board Member Development Opportunities, on first reading

Board Meeting Date: August 13, 2024

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Changes are recommended to Board Policy 1.204 to clarify that the Board of Education, as a whole, retains the authority to approve or deny the participation of members in planned activities. The Board currently approves this as an action item on an annual or as-needed basis.

Staff Recommendation

Approve changes to Board Policy 1.204, Board Member Development Opportunities, 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 September	Descriptor Term: Board Member Development Opportunities	Descriptor Code: 1.204	Issued Date: 10/11/22
		Rescinds: 1.204	Issued: 05/10/16

1 The Board shall participate in activities designed to assist board members in improving their skills as
2 members of a policy-making body.

3 In order to control both the investment of time and funds necessary to implement this policy, the Board
4 establishes these principles and procedures for its guidance:

- 5 1. An annual calendar of school board conferences, conventions and workshops shall be
6 maintained by the board secretary and provided to each board member in order to ensure
7 compliance with the requirements for professional development.¹ The Board shall identify
8 which meetings should be attended and the benefits thereof.
9
- 10 2. Funds for participation at such meetings shall be budgeted on an annual basis. The ~~Finance~~
11 ~~Director~~Board of Education, as a whole, shall retain the authority to approve or disapprove the
12 participation of members in planned activities;
13
- 14 3. Reimbursement to board members for their travel expenses shall be in accord with the travel
15 expense policy for staff members;
16
- 17 4. When a conference, convention or workshop is not attended by the full Board, those
18 participating will be requested to share information, recommendations and materials acquired at
19 the meeting; and
20
- 21 5. The public shall be kept informed about the Board's continuing in-service education and about
22 the programs anticipated for short- and long-range benefits to the schools.

23 The Board regards the following as the kinds of activities and services appropriate under this policy:

- 24 1. Participation in school board conferences, workshops and conventions held by the State,
25 regional and national organizations;
26
- 27 2. Local and district-sponsored training sessions for board members; and
28
- 29 3. Subscriptions to publications addressing the concerns of board members.

30

Legal References

1. TCA 49-2-202(a)(6); TCA 49-2-2001(c)

Cross References

Board Evaluation 1.103
Memberships 1.104
School Board Legislative Involvement 1.105
School District Goals 1.700
School Calendar 1.800
Expenses and Reimbursements 2.804

Agenda Item Title: Retirement of Board Policy 1.6011, Administration in the Absence of Policy, on first reading

Board Meeting Date: August 13, 2024

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Board Policy 1.6011 is recommended for retirement. The language in this policy is currently included verbatim in Board Policy 1.600. To ensure clarity and reduce redundancy, we propose retiring Policy 1.6011 to facilitate easier reference and maintenance in our policy documents.

Staff Recommendation

Approve retirement of Board Policy 1.6011, Administration in the Absence of Policy, 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 September	Descriptor Term: Administration in Absence of Policy	Descriptor Code: 1.6011	Issued Date: 10/09/18
		Rescinds: BO 23	Issued: 04/79; 09/93; 02/01; 02/11

- 1 RECOMMEND RETIREMENT~~The Director of Schools shall have the power to take action if an~~
- 2 ~~emergency situation should develop for which the Board has not established a policy. It is the Director~~
- 3 ~~of School's duty to inform the Board of any such action and the need for an official policy.~~

Agenda Item Title: Retirement of Board Policy 2.4001, Federal School Meal Program, on first reading

Board Meeting Date: August 13, 2024

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Board Policy 2.4001 is recommended for retirement. The language in this policy is currently included in Board Policy 3.500. To ensure clarity and reduce redundancy, we propose retiring Policy 2.4001 to facilitate easier reference and maintenance in our policy documents.

Staff Recommendation

Approve retirement of Board Policy 2.4001, Federal School Meal Program, 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 September	Descriptor Term: Federal School Meal Program	Descriptor Code: 2.4001	Issued Date: 06/26/18
		Rescinds:	Issued:

- 1 ~~Recommend Retirement The Director of Schools will establish administrative procedures for operating~~
- 2 ~~the federal school meal program. Those procedures will include processes associated with meal~~
- 3 ~~charges.~~

Agenda Item Title: Review of Expenses and Reimbursement Guidelines

Board Meeting Date: August 13, 2024

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

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

Staff Recommendation

For informational purposes only

Fiscal Impact

For informational purposes only

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Expenses and Reimbursements	Descriptor Code: 2.804	Issued Date: 03/12/24
		Rescinds: 2.804	Issued: 01/28/20

1 *Central Office*

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

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

7 **SCHOOL PERSONNEL**

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

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

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

17 **BOARD MEMBERS**

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

25 *National Conferences*

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

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

5 *Meals*

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

8
9 A Board member shall be reimbursed for meals consumed while on official travel pursuant to the rates
10 established by administrative procedure and consistent with the rate of reimbursement for members of
11 the professional staff. If a Board member's meal is included as part of the conference or seminar charge,
12 the Board member cannot seek reimbursement for that meal.

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

17 *Entertainment*

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

19 *Resource Materials*

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

26 *Approval of Board Member Expense Requests*

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

Legal References

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