

Board of Education Regular Meeting/Budget Work Session

April 7, 2026 4:00 PM

MCS Administrative Offices

<p>I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mr. Jimmy Richardson III, Absent: Mrs. Jeanette Price, Mr. David Settles.Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Absent: Mr. David Settles. In attendance: Dr. Trey Duke, Sheri Arnette, Angela Fairchild, Lisa Trail, Don Bartch, Daniel Owens, Ken Rocha, Maria Johnson, Jaci Saunders, Kim Fischer, Beth Prater, Tyra Murray, Amanda Adams, Autumn DePriest, Maryam Hill, Brian Rome, Cynthia Hopkins, Carla Offutt, Chris George, Ron McDaries, Jenny Ortiz, Brandie Garland, Larry Willeford, Dr. Caitlin Bullard, Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett</p>	Chair Amanda Moore
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Dr. Caitlin Bullard, Principal at Discovery School, and Ms. Jenny Ortiz, Principal at Overall Creek Elementary.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item Motion to approve the amended agenda. This motion, made by Mr. Butch Campbell and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2 Motion to amend the agenda to include a contract for the Bradley Academy ceiling as an action item. This motion, made by Ms. Barbara Long and seconded by Mr. Butch Campbell, passed. Yea: 5, Nay: 0, Absent: 2 Dr. Duke requested that the agenda be amended to add a contract for the Bradley Academy ceiling that will be presented to the city council on Thursday, April 9, 2026. Because of the timeline to get this project started, he wanted the Board to be aware of this before it goes before city council.</p>	Chair Amanda Moore
<p>III. PUBLIC COMMENT Procedural Item</p>	Chair Amanda Moore
<p>IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2</p>	Chair Amanda Moore
<p>A. Approval of 3-24-26 Board Minutes Consent Item</p>	
<p>B. Approval of Student Fees Consent Item</p>	
<p>C. Approval of Contract-Omnia Lowes Contract Consent Item</p>	
<p>V. ACTION ITEMS Action Item</p>	Chair Amanda Moore
<p>A. Approval of Contract-Amerigis Staffing</p>	Dr. Trey Duke

<p>Action Item Motion to approve Contract-Amerigis Staffing. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2</p>	
<p>B. Approval of Contract-Omnia Dell Contract Action Item Motion to approve Contract-Omnia Dell Contract. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Dr. Trey Duke</p>
<p>C. Approval of Contract-Bradley Academy Ceiling Action Item Motion to approve Contract-Bradley Ceiling. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Dr. Trey Duke</p>
<p>D. Approval of Board Policy 1.401-Public Participation in Board Meetings on First Reading Action Item</p>	<p>Ms. Lauren Bush</p>
<p>VI. REPORTS AND INFORMATION Information Item Motion to approve Board Policy 1.401-Public Participation in Board Meetings on First Reading. This motion, made by Ms. Barbara Long and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Chair Amanda Moore</p>
<p>A. Budget Discussion: Extended School Program FY27 Budget School Nutrition FY27 Budget General Purpose FY27 Budget Information Item 2026-2027 Extended School Program (ESP) Budget Ms. Cynthia Hopkins reviewed the 2026-2027 ESP budget with the Board, highlighting program changes designed to strengthen quality and competitiveness in a school choice environment. Dr. Trey Duke noted that the primary increases in the ESP budget are attributed to indirect costs, staff pay increases, and one-on-one support. Board Member Jimmy Richardson commended Ms. Hopkins on the program, describing it as providing important wrap-around services for students. Dr. Duke added that ESP was identified by parents as the most valuable program offered and stated that the district will continue to leverage its quality as a recruitment tool. Board Member Barbara Long inquired whether the program is self-sustaining. Ms. Hopkins confirmed that the program is self-funded. Vice Chair Butch Campbell asked about current staff pay rates. Ms. Hopkins reported that pay begins at \$15.79 per hour, with premium pay at \$18.79 per hour. She further explained that certified teacher pay will increase from \$30.00 per hour to \$45.00 per hour. Dr. Duke added that student rates remain lower than surrounding districts and that parents receive 15 flex days annually at no cost. Board Member Karen Dodd expressed appreciation for the program’s creativity and asked about support for families unable to afford ESP. Ms. Hopkins stated that the program accepts DHS vouchers, with approximately 150 families fully funded through vouchers and 380 families supported through grant funding. Board Member Jeanette Price asked about the availability of income-based vouchers and the grant selection process. Ms. Hopkins explained that income-based vouchers are available at eight Title I sites and that grant recipients are selected through teacher referrals.</p> <hr/> <p>2026-2027 School Nutrition Budget Ms. Jaci Saunders presented the School Nutrition budget, highlighting programs such as Junior</p>	<p>Dr. Trey Duke</p>

Chef, with a competition scheduled for May 2, and the "Students Choose Meals" initiative held monthly.

Ms. Saunders informed the Board that cafeteria monitors will be added to support operations, allowing educational assistants to remain in classrooms. She noted that smaller schools will receive one monitor and larger schools will receive two, in compliance with state requirements. Dr. Duke pointed out a notable difference between revenue and expenditures in the nutrition budget, explaining that fund balance is limited to approximately three months of operating expenses.

Board Chair Amanda Moore thanked Ms. Saunders for her innovative efforts to help reduce pressure on the General Purpose budget. Dr. Duke also expressed appreciation for the collaborative efforts of Ms. Saunders and Ms. Hopkins in supporting district finances. Vice Chair Butch Campbell asked whether one monitor would be sufficient for smaller schools. Ms. Saunders stated that she will monitor staffing needs and make adjustments as necessary. Board Member Jeanette Price asked about the number of farmers involved and their funding. Ms. Saunders reported that there are nine farmers, all fully funded through the nutrition budget.

2026-2027 General Purpose Budget Preparation

Dr. Duke presented the General Purpose Budget, outlining key successes including five consecutive years of employee raises, improvements to employee insurance plans, completion of the new transportation building and Reeves-Rogers addition, and continued investment in professional development and instructional materials.

He reviewed budget goals, priorities, and limitations, along with feedback gathered from principals, the Teacher Advisory Council (TAC), and parents. Dr. Duke also discussed enrollment projections and the challenges associated with fluctuating enrollment trends.

Dr. Duke outlined revenue projections, noting primary funding sources as state funding, county property tax, county sales tax, and contributions from the City of Murfreesboro. He stated that the percentage of property tax allocated to education has decreased from 47% to 29% during his tenure.

Salary considerations were reviewed, including the addition of a pay lane for classified staff and a proposed dynamic raise model for certified staff. Dr. Duke explained that, unlike previous across-the-board increases, the proposed model would provide larger increases for veteran teachers while remaining cost-effective and competitive with surrounding districts. He also noted an anticipated increase in insurance costs.

Board Member Jimmy Richardson asked whether the step schedule could be simplified in the future. Dr. Duke responded that significant funding would be required to restructure the schedule.

Board Member Barbara Long asked how many classified employees would be impacted by removing the additional pay lane. Dr. Duke reported that approximately 1,200 classified employees are employed, with about 300 in the 10+ year category.

The Board discussed the Differentiated Pay Plan, including the potential removal of hard-to-fill pay for sixth-grade teachers. Board Chair Amanda Moore requested data on how many sixth-grade teachers intend to remain in their positions, and Dr. Duke agreed to provide that information. Board Member Jeanette Price emphasized that no sixth-grade teacher should experience a reduction in pay.

Dr. Duke reviewed projected expenditures. Board Chair Moore summarized that the district had previously utilized reserves for capital projects and must now maintain a balanced approach while monitoring enrollment trends. Dr. Duke discussed the long-term impact of using fund balance.

Dr. Duke presented two budget options: maintaining the current projection with a \$4.8 million deficit or reducing the deficit to approximately \$4.6 million by adjusting expenditures, which he recommended.

Following discussion, the Board reached consensus to proceed without adding the 10th pay lane for classified staff, resulting in an estimated \$4.6 million deficit and minimizing the number of employees affected.

<p>Board Chair Amanda Moore requested to review the Board’s budget line items for potential reductions. Board Member Jimmy Richardson commended Dr. Duke and his team for their work on the budget. Dr. Duke thanked the Board and stated that he will refine the budget and present an updated version, along with a detailed salary schedule comparison, at the next meeting scheduled for Tuesday, April 14.</p>	
<p>B. Director's Update Information Item</p>	<p>Dr. Trey Duke</p>
<p>VII. OTHER BUSINESS Information Item Board Chair Amanda Moore requested to poll the Board regarding participation in the upcoming Camp TSBA. The Board expressed unanimous interest in attending, and the Board Secretary will complete registration for all Board members.</p>	<p>Chair Amanda Moore</p>
<p>VIII. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned at 7:17 p.m.</p>	<p>Chair Amanda Moore</p>

MINUTES

Board of Education Regular Meeting

March 24, 2026 6:00 PM

MCS Administrative Offices

I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mr. Jimmy Richardson III, Mr. David Settles, Absent: Mrs. Jeanette Price. In attendance: Dr. Trey Duke, Sheri Arnette, Angela Fairchild, Andrea Oakley, Caitlin Bullard, Jaci Saunders, April Zavis, Cynthia Hopkins, Don Bartch, Ken Rocha, Adam Bryson, Maria Johnson, Daniel Owens Assistant City Attorney Lauren Bush. City Liaison Bill Shacklett was absent.	Chair Amanda Moore
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Andrea Oakley, principal at Scales Elementary, and Adam Bryson, principal at Mitchell Neilson Elementary.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1	Chair Amanda Moore
III. PUBLIC COMMENT Procedural Item	Chair Amanda Moore
IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Chair Amanda Moore
A. Approval of 3-10-26 Board Meeting Minutes Consent Item	
B. Approval of Student Fees Consent Item	
C. Approval of Contract-Lego Kits for ESP Consent Item	
D. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of Contract-Romach-Vestibule Replacement at Mitchell Neilson Elementary Action Item Motion to approve Contract-Romach-Vestibule Replacement at Mitchell Neilson Elementary. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
B. Approval of Contract-Erate Category 1 Action Item	Dr. Trey Duke

Minutes
Page 1 of 4
March 24, 2026
Recorded by L. VanCleave

<p>Motion to approve Contract-Erate Category 1. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	
<p>C. Approval of Contract-Erate Category 2 Action Item Motion to approve Contract-Erate Category 2. This motion, made by Ms. Karen Dodd and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>D. Approval of Discovery School Changes-6th Grade Action Item Motion to approve Discovery School Changes-6th Grade. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1 Dr. Duke commented on the excellent work Dr. Caitlin Bullard has done in keeping the district informed of these developments early. He noted that they do not anticipate any push back from parents regarding this change since Dr. Bullard has spoken with families. He also added that, on a positive note, the district is increasing the number of magnet seats available in other grades.</p>	Dr. Trey Duke
<p>E. Approval of Budget Amendment-FY26 Nutrition Interfund Action Item Motion to approve Budget Amendment-FY26 Nutrition Interfund. This motion, made by Ms. Karen Dodd and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>F. Approval of Budget Amendment-21st Century Community Learning Grant Revision Action Item Motion to approve Budget Amendment-21st Century Community Learning Grant Revision. This motion, made by Ms. Barbara Long and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>G. Approval of Budget Amendment- FY26 General Purpose-Maintenance Insurance Recovery Action Item Motion to approve Budget Amendment- FY26 General Purpose-Maintenance Insurance Recovery. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>H. Approval of Budget Amendment- FY26 Federal Projects-IDEA Part B Action Item Motion to approve Budget Amendment- FY26 Federal Projects-IDEA Part B. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>I. Approval of January Revenue and Expenditure Report Action Item Motion to approve January Revenue and Expenditure Report. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>VI. REPORTS AND INFORMATION Information Item</p>	Chair Amanda Moore
<p>A. Personnel Report Information Item</p>	Dr. Maria Johnson
<p>B. Enrollment (PTR) Report Information Item Mr. Rocha presented the enrollment report to the Board. He reported that zone waiver applications will close on Friday, March 27, at 3:00 p.m., with a current total of 653</p>	Mr. Ken Rocha

<p>applications compared to 888 at the same time last year. He stated that the lottery process will take place after spring break, and any appeals will be heard on May 8.</p> <p>Board Member Jimmy Richardson inquired about the tier level of truant students. Mr. Rocha responded that all truant students are classified as Tier 3. Mr. Richardson requested that tier levels be noted on future reports for identified gaps, and Mr. Rocha agreed to include that information.</p> <p>Mr. Rocha outlined the attendance tiers as follows: Tier 1 includes four or fewer absences; Tier 2 includes five to nine absences; and Tier 3 includes ten or more absences. He explained that each tier includes specific interventions and noted that he will provide additional data related to Tier 1 and Tier 2 at future meetings.</p> <p>Dr. Duke informed the Board that the district anticipates conducting a lottery for Erma Siegel Elementary and John Pittard Elementary. Board Member Barbara Long asked if the impact was primarily at the kindergarten level, and Mr. Rocha confirmed that it was.</p> <p>Dr. Duke also noted that a significant increase in zone waiver applications is expected by the Friday deadline.</p>	
<p>C. ESP Summer Programming Update Information Item</p> <p>Cynthia Hopkins provided an overview of the ESP program. She informed the Board that ESP is preparing to launch its summer program menu, with registration opening on April 7. The summer program will operate daily from 6:00 a.m. to 6:00 p.m., beginning June 1 and concluding July 31. Ms. Hopkins shared that a comprehensive and engaging program has been planned for students.</p> <p>Ms. Hopkins also discussed challenges related to meeting required training demands for ESP site directors and assistant site directors. Historically, trainings have been conducted after 6:00 p.m. once students had left; however, this has proven to be impractical for central office staff who work standard daytime hours. To address this, she proposed incorporating designated professional development days into the calendar when ESP is not in session. She noted that the week of July 4 has traditionally had lower student attendance and already includes two scheduled closure days. Under the proposed plan, the remaining three days of that week would be used for staff training without students present. Ms. Hopkins stated that this approach would minimize disruption for families. Families would not be charged for that week and would be provided five flex days. She added that this schedule would allow staff to complete required CPI renewal, legal, and nursing trainings.</p> <p>Board Chair Amanda Moore inquired about staff-to-student ratios. Ms. Hopkins explained that the program adheres to Department of Human Services (DHS) guidelines, which require a 1:20 staff-to-student ratio for grades K-6 and a 1:12 ratio for Pre-K, with lower ratios in the Little Sprouts program. She further noted that the State reviews ADA and staffing control charts three times annually.</p> <p>Dr. Duke asked Ms. Hopkins to elaborate on the number of hours worked weekly by ESP site directors and the number of students served at each site.</p>	<p>Dr. Trey Duke</p>
<p>D. Director's Update Information Item</p> <p>Dr. Duke thanked Ms. Hopkins for her presentation on the ESP program and expressed appreciation for her thoughtful approach to meeting training requirements while minimizing the impact on families and respecting the time of site directors. He commended Ms. Hopkins for her leadership, noting that in recent feedback sessions with parents, ESP was identified as the most valuable service provided by the district, followed by School Nutrition.</p> <p>Dr. Duke reported that E-Rate funding has been approved with no current legislative efforts to eliminate the program. He stated that the district expects to receive approximately \$1.6 million in funding, with a local cost share of 10% for Category 1 and 15% for Category 2, emphasizing the importance of this funding.</p>	<p>Dr. Trey Duke</p>

<p>He also informed the Board of pending legislation related to student screen time. Dr. Duke noted that Ms. Arnette has already begun discussions with teachers and is reviewing guidelines, with a continued focus on evaluating and setting appropriate limits.</p> <p>Dr. Duke shared that Lisa Trail will begin communicating with families this week regarding changes at Discovery School. One communication will be directed to the six affected fifth-grade families, and another will be sent to the entire Discovery School community. He noted that the changes will be presented as a positive impact for the school.</p> <p>Dr. Duke reminded the Board that several budget amendments were approved during the meeting and indicated that additional amendments will be presented before the end of the fiscal year. He explained that these are typical year-end "clean-up" amendments.</p> <p>He thanked Board members who have already participated in individual budget meetings and those scheduled to do so, explaining that these meetings are intended to provide background knowledge in preparation for upcoming budget workshops.</p> <p>Dr. Duke noted that schools will be closed for spring break the following week; however, he and several central office staff members will be available Monday through Wednesday to address any questions.</p> <p>He informed the Board that the first of two budget work sessions will be held on April 7 at 4:00 p.m. at the central office. The session will include discussions on ESP, School Nutrition, and the General-Purpose budget to gather Board input and direction. A second session will be held on April 14, during which staff will present revised budget pages based on Board feedback. Dr. Duke added that the Board is scheduled to vote on the final budget on April 28 to allow sufficient time for submission to the City Council.</p>	
<p>i. Dates of Budget Work Sessions: Tuesday, April 7-4:00-8:00 Tuesday, April 14 4:00-8:00 Action Item</p>	
<p>VII. OTHER BUSINESS Information Item Vice Chair Butch Campbell reported that he visited Cason Lane and attended a safety protocol meeting. He stated that Mr. Ron McDaries did an excellent job. Dr. Duke added that Mr. McDaries is a valuable addition to the team.</p> <p>Board Chair Amanda Moore expressed appreciation to Lisa Trail and Barbara Long for their work on the Excellence in Education Celebration.</p> <p>Board Chair Moore also reminded Board members who had not submitted their self-assessments to do so at the next meeting.</p>	<p>Chair Amanda Moore</p>
<p>VIII. ADJOURNMENT Action Item Motion to adjourn 6:42. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned at 6:42 p.m.</p>	<p>Chair Amanda Moore</p>

Director of Schools

Agenda Item Title: Mitchell-Neilson Elementary 6th Grade Field Trip

Board Meeting Date: April 7, 2026

Department: Finance

Presented by: Trey Duke, Director of Schools

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Board Policy 4.302 states that any field trip request that requires students to travel out of state or stay overnight requires Board approval.

The Director of Schools is recommending the Board approve the field trip request for Mitchell-Neilson's 6th grade students to travel across state lines to the Chattanooga Aquarium on April 30th. The students will tour the aquarium, participate in the IMAX experience, and eat lunch at Mellow Mushroom (all located on the aquarium grounds).

There will be no cost to the students for this field trip. They are using 6th grade field trip funds left over from prior years.

Staff Recommendation

Recommending approval of Mitchell-Neilson's field trip request allowing the 6th grade students to travel to the Chattanooga Aquarium.

Fiscal Impact

No charge to the students for this field trip.

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

STUDENT FEES FOR BOARD CONSIDERATION AND APPROVAL

**April
2026**

<i>SCHOOL</i>	<i>GRADE/GROUP PARTICIPATING</i>	<i>INSTRUCTIONAL VALUE OF THE ACTIVITY</i>	<i>COST PER STUDENT</i>	<i>STUDENTS PARTICIPATING</i>	<i>MONTH OF TRIP</i>	<i>HOW FUNDED</i>	<i>DESTINATION</i>
MN	6th	Students will learn about ecosystem dynamics and biodiversity as well as the human impact on our earth's resources.	\$0.00	22	April	School	Chattanooga Aquarium Chattanooga, TN

Agenda Item Title: OMNIA Cooperative Agreement with Lowe's

Board Meeting Date: April 7, 2026

Department: Operations

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The district is requesting approval to enter into a cooperative purchasing agreement through OMNIA Partners with Lowe's for maintenance supplies and equipment. During the current fiscal year, the district has already expended over \$38,162.05 on necessary maintenance items and equipment from Lowe's to support daily operations, facility upkeep, and timely repairs. Participation in the OMNIA cooperative will ensure compliance with procurement requirements while allowing the district to continue purchasing needed materials efficiently, at competitive bid pricing, and without interruption to maintenance services.

Staff Recommendation

Approve the OMNIA cooperative purchasing agreement with Lowe's for the procurement of maintenance supplies and equipment.

Fiscal Impact

Expenditures will continue to be paid from existing maintenance, nutrition, and operations budgets. No additional funds are required.

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



Maintenance Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 24-08

RFP Issued: May 15, 2024

Pre-Proposal Date: February 20, 2024

Response Due Date: June 27, 2024

Proposals Received: 13

Awarded to: Arbill Industries, Inc
Fastenal Company
Hi-Line Electric Company, Inc. dba Hi-Line, Inc.
Midwest Motor Supply Co., Inc., dba Kimball Midwest
Lawson Products, Inc.
Lowe's Home Centers, LLC
Northern Safety Co., Inc
W.W. Grainger, Inc.
WESCO Distribution, Inc.

Region 4 Education Services Center (Region 4 ESC), Houston, Texas issued RFP #24-08 May 15, 2024, to establish a national cooperative contract for Maintenance Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services.

The solicitation included cooperative purchasing language in **Section 1, Scope of Work, paragraph 6 – NATIONAL CONTRACT:**

*Region 4 ESC, as the Principal Procurement Agency, defined in Exhibit D, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on Exhibit D, or as otherwise agreed to. Exhibit D contains additional information about OMNIA Partners and the cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC/IonWave Technologies
- OMNIA Partners website

- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME
- New Jersey Herald
- Houston Community Newspapers, Cy Creek Mirror

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On June 27, 2024 proposals were received from the following offerors:

- Arbill Industries, Inc
- Bexar Mechanical, LLC
- Fastenal Company
- FLIP LOK LLC
- W. Joe Shaw dba goSafe
- Hi-Line Electric Company, Inc. dba Hi-Line, Inc.
- Imperial Utilities & Sustainability, Inc.
- Midwest Motor Supply Co., Inc., dba Kimball Midwest
- Lawson Products, Inc.
- Lowe’s Home Centers, LLC
- Northern Safety Co., Inc
- W.W. Grainger, Inc.
- WESCO Distribution, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Arbill Industries, Inc, Fastenal Company, Hi-Line Electric Company, Inc. dba Hi-Line, Inc., Midwest Motor Supply Co., Inc., dba Kimball Midwest, Lawson Products, Inc., Lowe’s Home Centers, LLC, Northern Safety Co., Inc, and W.W. Grainger, Inc., WESCO Distribution, Inc. and proceeding with contract awards upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

Region 4 ESC, OMNIA Partners and Arbill Industries, Inc, Fastenal Company, Hi-Line Electric Company, Inc. dba Hi-Line, Inc., Midwest Motor Supply Co., Inc., dba Kimball Midwest, Lawson Products, Inc., Lowe’s Home Centers,

LLC, Northern Safety Co., Inc, and W.W. Grainger, Inc., WESCO Distribution, Inc. successfully negotiated contracts, and the Region 4 ESC executed the agreements with a contract effective date of November 1, 2024

Contract Includes:

- Maintenance, repair and operations supplies, equipment, and related products and services.
- Additional incentives for annual volume purchases

Term:

The anticipated full term of the contract is five (5) years. The Successful Offeror(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any local agreements, project agreements, or maintenance agreements executed against resulting Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Successful Offeror(s) and Participating Public Agencies. Initial three-year agreement from 11/1/2024 through 10/31/2027 with the option to renew for two (2) additional one-year periods through 10/31/2029.

Pricing/Discount:

Category discounts range from 5% to 79% off catalog prices depending on the supplier.

Agenda Item Title: Amergis Staffing Agreement for Supplemental Staffing Support

Board Meeting Date: April 7, 2026

Department: Human Resources

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Murfreesboro City Schools seeks approval to enter into an agreement with Amergis Healthcare Staffing, Inc. to provide supplemental staffing support, primarily for special education positions, as well as other hard-to-fill roles as needed. Amergis will recruit, screen, and employ personnel, but all staff will work under MCS supervision, and the district will retain final approval of candidates prior to placement. Amergis is responsible for employee compensation, benefits, and required screenings.

Staff Recommendation

Approve the Amergis Staffing Agreement for supplemental staffing support for hard-to-fill positions as needed.

Fiscal Impact

Costs will be incurred based on hourly bill rates for contracted personnel and will be paid from existing departmental budgets as positions are utilized.

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

Amergis Healthcare Staffing

This Education Master Services Agreement (hereinafter “Agreement”) is entered into on this **Effective Date** March 11, 2026, by and between **Murfreesboro City Schools** located at 2552 South Church Street Murfreesboro, Tennessee 37127, referred to in this Agreement as (“Customer”), and **Amergis Healthcare Staffing, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 7223 Lee Deforest Dr, Columbia, MD, 21046, United States of America referred to in this Agreement as (“Amergis”). Customer or Amergis may be referred to herein as a “Party” or jointly as the “Parties.”

RECITALS

WHEREAS, Customer operates a School located in Tennessee and wishes to engage Amergis to provide personnel to supplement Customer’s staff;

WHEREAS, Amergis operates a staffing agency that provides supplemental healthcare staffing services to Customer; and

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Amergis hereby agree to the following terms and conditions:

ARTICLE I. DEFINITIONS

1.1. Definitions. As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

“Assignment Confirmation” is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

“Bill Rate” means the rates billed to Customer for services performed by Personnel pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

“On Call/Call Back Rates” means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

“Behavior Intervention Plan” or “BIP” is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

“Contractor” means either independent contractor(s) or legal entity(ies) being utilized by Amergis to provide Services. An Amendment to this Agreement will be executed if 1099 Contractors are requested to be provided to Customer.

Amergis Healthcare Staffing

“Individual Education Program” or “IEP” is a plan developed as required under the Individuals with Disabilities Education Act (“IDEA”) providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child’s unique circumstances.

“Individual Health Plan” or “IHP” is defined as a health plan focusing specifically on student(s)’ medical needs, it may contain physician orders. If the services for a student’s medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

“Medical Services” services provided by a licensed physician to determine a student’s medically related disability that results in the student’s need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

“Out of School Time and Off-Site School Time Educational Services” is defined as educational services that would be rendered outside of school time, whether that be after the school day or during any breaks in the school year, or any services rendered off-site during school time. These types of requests include school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.

“Personnel” means clinical and other school-based professionals, behavioral, educational assistance, and instructional employees of Amergis, providing temporary staffing services to Customer under Customer’s direction and control pursuant to the terms of this Agreement.

“Placement” is defined to mean where the student receives the school-based services listed in the 504 Plan or the IEP.

“Related Services” means transportation and such developmental, corrective, and other supportive school based services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes.

“School Health Services” means health services that are designed to enable a child with a disability to receive FAPE as described in the child’s IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

“Services” means collectively School Health Services, Special Education Services, and/or Related Services provided by Amergis to Customer, as more specifically set forth herein.

Amergis Healthcare Staffing

“**Special Education Services**” means specially designed instruction to meet the unique needs of a child with a disability.

“**Supplies**” means any and all necessary supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment (“PPE”).

“**Travel-Expense Payment**” is an allowance paid to Travel Personnel per day or per diem for lodging, meals, and/or incidental expenses incurred when travelling.

“**Travel Personnel**” means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the Work Site.

“**Week**”, pursuant to Section 6.1, “**Invoicing Week**” means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

“**Work Site**” means any location Customer assigns Personnel to render Services.

ARTICLE II. TERM

2.1 Term. This Agreement will commence on the Effective Date and will continue until June 30, 2026.

2.2 Renewal. This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party’s decision not to automatically renew this Agreement

ARTICLE III. NATURE AND SCOPE OF SERVICES

3.1 Scope of Services.

(a) Staffing. Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a School Work Site or in an environment controlled by Customer, and as permissible by any applicable scope of practice law(s) or standards of nursing. Amergis will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in “Attachment A.” Services include School Health Services, Related Services, and/or Special Education Services. Amergis will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the “Plan”), as applicable, from the Customer. Amergis will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Amergis with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

(b) Out of School Time and Off-Site School Time Educational Services. Customer may request Personnel to provide Services that would be rendered Out of School Time and Off-Site during School Time. Customer is

Amergis Healthcare Staffing

responsible for overseeing and directing placement for the Out of School Time or Off-Site School Time Service if requested. Customer will provide supplies and resources needed to implement the requested Out of School Time and Off-Site School Time Services at its own expense. Customer is responsible for maintaining a safe environment for all Out of School Time and Off-Site School Time Services.

(c) Changes. From time to time, requests for additions, deletions, or revisions to this Agreement or the Statement(s) of Work may be made. The Party that wishes to make a Change shall deliver to the other Party a written request that contains as much detail as is reasonably practicable regarding the nature and scope of the Change and the fees associated with any proposed Change (each such request, a “**Change Request**”). The Parties shall work together to agree on the terms that will govern any Change, provided, however, that no Change shall be implemented until such time as the Parties agree to the applicable Change Request in writing. The Parties will negotiate in good faith to reach agreement on applicable development costs and/or operational fees, if any, that will apply to such Change.

3.2 School Health Services Requirements. Amergis will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

3.3 Related Services or School Based Services. Amergis will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment “B” hereto.

3.4 Special Education Services. Amergis will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

3.5 Amergis as Employer. Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such and not as employees of Customer. Amergis agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers’ compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Amergis.

3.6 Availability of Personnel. The Parties agree that Amergis’ duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available.

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

4.1 Plan Implementation. Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Amergis and any Personnel the applicable Plan(s), as requested. Customer shall provide student-specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student’s disability would allow for safe transport by Customer, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel.

Amergis Healthcare Staffing

Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

4.2 Orientation and Evaluation. Customer will provide Personnel with orientation of Customer's policies, procedures and School Work Site-specific training. Customer will provide School Work Site-specific emergency protocol training for all student's with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis to provide additional resources for training and orientation.

4.3 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

4.5 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Amergis to conduct the Services that will enable Amergis to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Amergis will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

Amergis Healthcare Staffing

4.7 Notification of Incidents and Claims. Customer agrees to notify Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

4.8 MaxView. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Amergis reserves the right to utilize MaxView, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via MaxView. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Amergis; notwithstanding this, Customer and Amergis agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE V. HIRING OF PERSONNEL

5.1 Non-Solicitation. To the extent allowed by applicable law, for a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Amergis during the term of this Agreement. Customer understands and agrees that Amergis is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Amergis in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

5.2 Conversion Fee. To the extent allowed by applicable law, with advanced written notice of thirty (30) business days, Customer may hire or contract with any Amergis Personnel provided by Amergis once each Personnel has completed a minimum number of hours of work for Customer through Amergis, according to the Conversion Table below:

Amergis Healthcare Staffing

Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 675 hours	25 % of annualized starting salary
After Completion of 675 hours	15 % of annualized starting salary
After Completion of 1300 hours	5 % of annualized starting salary
After Completion of 2000 hours	0 % of annualized starting salary

5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel but does not notify Amergis, the Placement Fee that applies is the lesser of 150% of the amount set forth above or the highest amount allowed by applicable law.

5.4 Compliance with Staffing Laws. Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, "State Staffing Laws"). Accordingly, the terms of the Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

6.1 Invoicing. Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail: maria.johnson@cityschools.net
Invoicing Contact: Maria Johnson
Invoicing Address: 2552 South Church Street, Murfreesboro TN 37127

6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Amergis' preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

Amergis Healthcare Staffing

6.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on “Attachment A” of this Agreement.

6.7 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

7.1 Independent Legal Entities. Amergis and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Amergis nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

7.2 Use of Contractors. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Amergis will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

7.3 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party’s policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

7.4 This Agreement establishes a non-exclusive relationship only. Customer retains the unrestricted right, exercisable at any time and in its sole and absolute discretion, to solicit, engage, or obtain services from any third party, including other staffing agencies, without notice to or consent from Agency. Agency acknowledges that it has no expectation of exclusivity, preferred status, or guaranteed business. Under no circumstances shall Agency be entitled to any fees, damages, or other compensation arising from Customer’s use of alternative service providers. Any contrary term, whether express or implied, is hereby waived. Customer shall have no obligation to request, procure, or accept any minimum volume of services from Agency.

Amergis Healthcare Staffing

ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL OFFERINGS

8.1 Travel Delivery Services. In addition to the Services outlined herein and any applicable Statement of Work, Amergis can provide travel delivery services through its national delivery hubs.

8.2 Travel Personnel Coordination. Amergis will be solely responsible for coordinating Travel Personnel's travel assignments to Customer including housing, payroll, and related functions. Amergis reserves the right to cancel the term of Travel Personnel with written notification to Customer. Amergis will endeavor to provide a qualified replacement for cancelled Travel Personnel within fourteen (14) days from the date of notification.

8.3 Travel Personnel Expense Reimbursement. The rates paid to Amergis by Customer for Travel Personnel include amounts to reimburse Amergis for Travel-Expense Payments Amergis makes to Travel Personnel. Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

8.4 Per Diem Personnel. Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis at the time of the initial call.

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

(b) Per Diem Personnel Order Cancellation. If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

ARTICLE IX. ASSIGNMENT OR SUBCONTRACTING

9.1 Assignment or Subcontracting. Amergis can assign or subcontract this Agreement with mutual written agreement by Customer. Should Customer request Locum Tenens providers from Amergis, the Parties shall enter into a separate Agreement, Statement of Work for Locum Tenens coverage, or Assignment Confirmation to define the scope and duration of Contractor Assignments.

(b) Locum Tenens division. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC ("Locum Tenens division"); or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement.

Amergis Healthcare Staffing

ARTICLE X. INSURANCE

10.1 Amergis Insurance. Amergis will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Amergis will provide a certificate of insurance evidencing such coverage upon written request by Customer. Amergis shall name Customer as an additional insured on its general liability policy.

10.2 Customer Insurance. Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer will give Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

11.1 Indemnification by Amergis. Amergis agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

- (a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Amergis' employees' negligent acts or omissions in the performance of Services under this Agreement; or
- (b) any breach by Amergis of Section 3.2 or Section 3.3.

11.2 Indemnification by Customer. Article II, Section 29 of the Tennessee Constitution prohibits governmental entities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring Customer to indemnify or hold harmless Amergis or any other person or entity and any limitation of liability in favor of Amergis is deleted. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 *et seq.* Because Tennessee law may not allow District to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and Customer reserves all rights afforded to local governments under law for all general and implied warranties. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between Customer and Amergis 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.

Amergis Healthcare Staffing

11.3 Indemnification Procedures – If Customer seeks indemnification under this Article XI, Customer shall notify the Amergis promptly after the Customer receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify Amergis shall relieve Amergis of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, Amergis shall have authority to defend or settle the claim; provided, however, that Customer, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that Amergis shall not settle any such claim imposing any liability or other obligation on Customer without the Customer’s prior written consent.

ARTICLE XII. LIMITATION OF LIABILITY

12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO AMERGIS BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

ARTICLE XIII. DISPUTE RESOLUTION

13.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

13.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party’s representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties’ representatives shall meet at least once within forty-five (45) days after the date of the initiating Party’s written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties’ representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

13.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party’s written notice, either Party may pursue any remedies available to it under this Agreement,

Amergis Healthcare Staffing

at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

14.1 Confidentiality.

(a) **Amergis/Customer Information**. The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information, which may be considered confidential or trade secret information (collectively “Information”) such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party’s customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.

Disclosure of Amergis/Customer Partnership. From time to time, Amergis lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Amergis may disclose the partnership between Amergis and Customer, and use Customer’s name for such marketing, communication, and business purposes and initiatives.

(b) **Student Information**. In the event that Amergis receives student information, which may include student financial or medical information (collectively “Student Information”), Amergis shall not disclose any Student Information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Amergis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party’s policies and obligations. . If Amergis is provided access to students’ records, Amergis shall limit its personnel’s access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended.

14.2 Data Security. Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all Customer computer systems, networks, and/or data related to the Services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer’s privacy and security measures and processes,

Amergis Healthcare Staffing

including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Amergis or Amergis Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Amergis with deidentified data, whenever possible, including removal of direct identifiers.

14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Amergis customers, so as to be non-specific to any individual Customer.

14.4 Survival. All obligations set forth in this Article XIV shall survive the termination of this Agreement.

ARTICLE XV. TERMINATION

15.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

15.2. Termination for Cause. If payment default occurs, Amergis may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

15.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XVI. GENERAL TERMS

16.1 Non-discrimination. Neither Amergis nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

16.2 Compliance with Laws. Amergis agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified,

Amergis Healthcare Staffing

Amergis reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

16.3 Governing Law, Jurisdiction. 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. Pursuant to the Constitution and Laws of the State of Tennessee, Customer is a sovereign entity subject only to those courts with jurisdiction over Customer. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. Service of process on Customer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Customer does not agree to any other service of process procedure.

16.4 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Amergis, and such consent will not be unreasonably withheld. Amergis may assign this Agreement with Customer consent and written notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Amergis, and/or (iii) a name change by Amergis.

16.6 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Murfreesboro City Schools
2552 South Church Street,
Murfreesboro Tennessee 37127

ATTN: Dr. Maria Johnson

Amergis Healthcare Staffing, Inc.
7223 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department
Email copy to: contracts@amergis.com

COPY TO:
Amergis Healthcare Staffing, Inc.
7223 Lee Deforest Dr, Columbia, MD, 21046,
United States of America
ATTN: Kelly Broderick

Amergis Healthcare Staffing

16.7 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

16.8 Merger. This Agreement constitutes the entire contract between Customer and Amergis regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

16.9 Amendment. No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).

16.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

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Customer and Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

MURFREESBORO CITY SCHOOLS

AMERGIS HEALTHCARE STAFFING, INC.:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date

Amergis Healthcare Staffing



STATEMENT OF WORK ATTACHMENT "A"

1. **Scope of Services.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer’s request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.

2. **Length of Assignment.** Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.

3. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment “B”. Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.

4. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing.

5. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Rate \$ (per hour)
Special Education Teacher	\$70.00
Instructional Assistant/Paraprofessional	\$35.00
Behavior Technician (BT)	\$41.00
Teacher	\$65.00
Teacher for Deaf and Hard of Hearing	\$80.00
Teacher for the Visually Impaired	\$80.00
Health Office Licensed Practical Nurse (LPN)	\$55.00
1:1 Licensed Practical Nurse (LPN)	\$57.00
Health Office Registered Nurse (RN)	\$65.00
1:1 Registered Nurse (RN)	\$67.00

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School Psychologist	\$91.00
Speech Language Pathologist	\$91.00
Speech Language Pathologist (SLP-CFY)	\$85.00
Speech Language Pathologist Assistant (SLPA)	\$58.00
Occupational Therapist (OT)	\$83.00
Occupational Therapy Assistant (OTA)	\$55.00
Physical Therapist (PT)	\$87.00
Physical Therapist Assistant (PTA)	\$56.00
Board Certified Behavior Analyst (BCBA)	\$95.00
Certified Nursing Assistant (CNA)	\$38.00
Educational Diagnostician	\$70.00
Counselor	\$70.00
Social Worker	\$70.00
Custodian	\$35.00

*The Travel Bill Rate (per hour) includes reimbursement by Customer for Travel-Expense Payments Amergis makes to Travel Personnel.

6. **Out of School Time and Off-Site School Time Educational Services.** Rates charged for educational services rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.
7. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).
8. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, Weekend Rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.
9. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
10. **Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Bill Rate for such hours, unless applicable state law requires a different multiplier.
11. **Holidays.** Holiday Rates will apply to all hours worked in the time period beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday Rate is a one and one-half times (1.5x) multiplier of the Bill Rate for the following holidays:

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New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

12. Work Site. This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:

- **Murfreesboro City Schools, 2552 South Church Street, Murfreesboro, TN 37127 Mitchell-Neilson Schools, 711 West Clark Blvd, Murfreesboro, TN 37129**
- **Bradley Academy, 511 Dr. Martin Luther King Jr. Blvd, Murfreesboro, TN 37130**

13. Invoicing. Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:

Dr. Maria Johnson, maria.johnson@cityschools.net

14. Changes. Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.

15. On Call. Hours for Personnel that are placed on call will be invoiced to Customer at the "On-Call Hourly Rate" as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.

16. Construction. Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.

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ATTACHMENT "B" PRE-ASSIGNMENT SCREENING

- a. **School Health Services, Related Services, and Special Education Personnel Requirements.** Amergis will supply Customer with School Health Services, Related Services and Special Education Services Personnel requested in Attachment "A" who meet the following criteria, if the role involves the provision of health and mental health services. These roles include, but are not limited to: RN Certified Nurse, RN, LVN/LPN, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Verify current license, registration, or certification for the Services to be provided, if applicable to role;
 - c. Verify skills checklist of competencies for the position and exam;
 - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations;
 - e. Verify relevant professional and specialty experience, as requested by Customer;
 - f. Confirm Personnel are authorized to work;
 - g. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- b. **Education Personnel Requirements.** Amergis will supply Customer with requested school based professional Personnel as detailed in the Statement of Work performing school based services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Receive proof of previous employment;
 - c. Verify, license, certification or certification, if applicable to the role;
 - d. Verify relevant professional and specialty expertise as requested by Customer;
 - e. Confirm Personnel are authorized to work;
 - f. Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- c. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of

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the results and/or report, or the “Clear” or “Not Clear” status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a “Clear” status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.

Agenda Item Title: Title I Chromebook Purchase for Northfield Elementary School and Scales Elementary School

Board Meeting Date: April 7, 2026

Department: Technology

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

MCS seeks approval to purchase a total of 200 Dell Chromebook 3120 devices and associated Google Chrome Education perpetual licenses to support student access to instructional technology. This purchase includes 60 Chromebooks and licenses for Northfield Elementary School in the amount of \$19,159.80 and 140 Chromebooks and licenses for Scales Elementary School in the amount of \$44,706.20, both funded through Title I, for a combined total of \$63,866.00. Both purchases are being made through the OMNIA/NCPA cooperative purchasing contract.

Staff Recommendation

Approve the purchase of Chromebooks and associated licenses as presented.

Fiscal Impact

The total cost of \$63,866.00 to be paid from Title I funds.

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



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Apr. 09, 2026**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	60 Chromebooks NF Title	Sales Rep	Cat Gambill
Quote No.	3000200681372.2	Phone	1(800) 4563355, 6180544
Total	\$19,159.80	Email	Cat.Gambill@dell.com
Customer #	11248234	Billing To	APRIL ZAVISA
Quoted On	Mar. 26, 2026		MURFREESBORO CITY SCHOOLS
Expires by	Apr. 09, 2026		2552 SOUTH CHURCH ST
	OMNIA-National		MURFREESBORO, TN 37127
Contract Name	Cooperative Purchasing Alliance (NCPA)		
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		
Deal ID	19575133		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Cat Gambill

Shipping Group

Shipping To	Shipping Method
APRIL ZAVISA MURFREESBORO CITY SCHOOLS 2552 SOUTH CHURCH ST MURFREESBORO, TN 37127-7135 (615) 893-2313	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Chromebook 3120	\$285.81	60	\$17,148.60
NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)	\$33.52	60	\$2,011.20

Subtotal:	\$19,159.80
Shipping:	\$0.00
Non-Taxable Amount:	\$19,159.80
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$19,159.80
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Maximize your new
technology on day one

Dell ProDeploy Suite



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Shipping Group Details

Shipping To

APRIL ZAVISA
MURFREESBORO CITY SCHOOLS
2552 SOUTH CHURCH ST
MURFREESBORO, TN 37127-7135
(615) 893-2313

Shipping Method

Standard Delivery

		Unit Price	Quantity	Subtotal
Dell Chromebook 3120		\$285.81	60	\$17,148.60
Estimated delivery if purchased today: Apr. 21, 2026 Contract # C000001019611 Customer Agreement # NCPA 01-143				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Chromebook 3120	210-BLHG	-	60	-
Intel(R) Processor N100(6MB cache,4 cores,4 threads,up to 3.40 GHz Turbo,4.80W),4GB Memory,64GB EMMC, 2 USBC	338-CNJT	-	60	-
4GB 4800MT/s LPDDR5 Non-ECC	370-BCDT	-	60	-
64GB eMMC Hard Drive	400-BNIB	-	60	-
11.6", HD 1366x768, 60Hz, Non-Touch,Anti-Glare, Cam/Mic, WLAN	391-BHWR	-	60	-
Single Pointing Non Backlit, US English	583-BINI	-	60	-
Intel(R) Wi-Fi 6 AX203, 2x2, 802.11ax, MU-MIMO, Bluetooth(R) 5.2 wireless card	555-BLGB	-	60	-
3 Cell, 42Whr	451-BDGL	-	60	-
65W USB-C AC adapter	492-BDTG	-	60	-
E4 Power Cord 1M for US	537-BBDO	-	60	-
Quickstart Guide	340-DMHK	-	60	-
LCD, Clamshell, Non-touch, TNR	320-BFPR	-	60	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	60	-
Fixed Hardware Configuration	998-HBQN	-	60	-
Laptop, TNR Camera, 2 USBC, NonTouch	389-FGWT	-	60	-
System Shipment, Chromebook 3120	340-DRTW	-	60	-
Intel Process N100/N200 CPU Label	389-EFSH	-	60	-
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	60	-
Bottom Door WLAN	321-BKQD	-	60	-
Palmrest for Clamshell	346-BKXJ	-	60	-
Onsite/In-Home Service After Remote Diagnosis, 15 Months	709-8459	-	60	-
Onsite/In-Home Service After Remote Diagnosis, 24 Months Extended	709-8462	-	60	-
Dell Limited Hardware Warranty Initial Year	709-8890	-	60	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	60	-
		Unit Price	Quantity	Subtotal

NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)

\$33.52

60

\$2,011.20

Estimated delivery if purchased today:

Apr. 03, 2026

Contract # C000001019611

Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)	AB543620	-	60	-

Subtotal:	\$19,159.80
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$19,159.80
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Apr. 09, 2026**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	140 Chromebooks Scales	Sales Rep	Cat Gambill
Quote No.	3000200680329.1	Phone	1(800) 4563355, 6180544
Total	\$44,706.20	Email	Cat.Gambill@dell.com
Customer #	11248234	Billing To	APRIL ZAVISA
Quoted On	Mar. 26, 2026		MURFREESBORO CITY SCHOOLS
Expires by	Apr. 09, 2026		2552 SOUTH CHURCH ST
	OMNIA-National		MURFREESBORO, TN 37127
Contract Name	Cooperative Purchasing		
	Alliance (NCPA)		
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		
Deal ID	19575133		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Cat Gambill

Shipping Group

Shipping To	Shipping Method
APRIL ZAVISA MURFREESBORO CITY SCHOOLS 2552 SOUTH CHURCH ST MURFREESBORO, TN 37127-7135 (615) 893-2313	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Chromebook 3120	\$285.81	140	\$40,013.40
NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)	\$33.52	140	\$4,692.80

Subtotal:	\$44,706.20
Shipping:	\$0.00
Non-Taxable Amount:	\$44,706.20
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$44,706.20
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Shipping Group Details

Shipping To

APRIL ZAVISA
MURFREESBORO CITY SCHOOLS
2552 SOUTH CHURCH ST
MURFREESBORO, TN 37127-7135
(615) 893-2313

Shipping Method

Standard Delivery

		Unit Price	Quantity	Subtotal
Dell Chromebook 3120		\$285.81	140	\$40,013.40
Estimated delivery if purchased today: Apr. 21, 2026 Contract # C000001019611 Customer Agreement # NCPA 01-143				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Chromebook 3120	210-BLHG	-	140	-
Intel(R) Processor N100(6MB cache,4 cores,4 threads,up to 3.40 GHz Turbo,4.80W),4GB Memory,64GB EMMC, 2 USBC	338-CNJT	-	140	-
4GB 4800MT/s LPDDR5 Non-ECC	370-BCDT	-	140	-
64GB eMMC Hard Drive	400-BNIB	-	140	-
11.6", HD 1366x768, 60Hz, Non-Touch,Anti-Glare, Cam/Mic, WLAN	391-BHWR	-	140	-
Single Pointing Non Backlit, US English	583-BINI	-	140	-
Intel(R) Wi-Fi 6 AX203, 2x2, 802.11ax, MU-MIMO, Bluetooth(R) 5.2 wireless card	555-BLGB	-	140	-
3 Cell, 42Whr	451-BDGL	-	140	-
65W USB-C AC adapter	492-BDTG	-	140	-
E4 Power Cord 1M for US	537-BBDO	-	140	-
Quickstart Guide	340-DMHK	-	140	-
LCD, Clamshell, Non-touch, TNR	320-BFPR	-	140	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	140	-
Fixed Hardware Configuration	998-HBQN	-	140	-
Laptop, TNR Camera, 2 USBC, NonTouch	389-FGWT	-	140	-
System Shipment, Chromebook 3120	340-DRTW	-	140	-
Intel Process N100/N200 CPU Label	389-EFSH	-	140	-
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	140	-
Bottom Door WLAN	321-BKQD	-	140	-
Palmrest for Clamshell	346-BKXJ	-	140	-
Onsite/In-Home Service After Remote Diagnosis, 15 Months	709-8459	-	140	-
Onsite/In-Home Service After Remote Diagnosis, 24 Months Extended	709-8462	-	140	-
Dell Limited Hardware Warranty Initial Year	709-8890	-	140	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	140	-
		Unit Price	Quantity	Subtotal

NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)

\$33.52

140

\$4,692.80

Estimated delivery if purchased today:

Apr. 03, 2026

Contract # C000001019611

Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)	AB543620	-	140	-

Subtotal:	\$44,706.20
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$44,706.20
---------------	--------------------

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Agenda Item Title: Bradley Academy Ceiling Renovations

Board Meeting Date: April 7, 2026

Department: School Operations

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

BJB Construction Company, Inc. was lowest responsible bidder for the Bradley Academy ceiling renovation project. The Board is requested to approve the Notice of Award and project contract prior to the approval of City Council on April 9, 2026.

This project is similar in scope to the renovations completed at Mitchell-Neilson Elementary and Hobgood Elementary. Work will begin at the conclusion of the 2025-2026 school year and will be completed no later than 58 days from the date of commencement of the work.

Staff Recommendation

Approval of the Notice of Award to BJB Construction Company, Inc. and the contract pending city council and legal approval.

Fiscal Impact

The expenses is \$364,805 funded through County Shared Bonds previously approved by the School Board and City Council for the project.

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

COUNCIL COMMUNICATION

Meeting Date: 04/09/2026

Item Title: Bradley Academy Ceiling Renovations Notice of Award

Department: Facilities

Presented by: Brad Hennessee, Facilities Manager

Requested Council Action:

- Ordinance
 - Resolution
 - Motion
 - Direction
 - Information
-

Summary

Consider approving the Notice of Award to BJB Construction Company, Inc. for the Bradley Academy Ceiling Renovations.

Staff Recommendation

Approve the Notice of Award to BJB Construction Company, Inc. and contract pending Legal approval.

Background Information

The existing components of the suspended ceiling in the classrooms and hallways have reached the end of their useful life. This project will consist of the removal of the existing ceilings, asbestos abatement of the water pipe insulation, and installation of new suspended acoustic tile ceilings in those areas.

This project is very similar to the ceiling renovations done at Mitchell-Neilson Elementary in 2023 and Hobgood Elementary in 2024. The project costs are in line with the previous projects. This project was competitively bid, and BJB Construction Company, Inc. was the lowest responsible bidder.

The construction contract and bonds are pending the Legal Department's review and final approval.

Council Priorities Served

Responsible budgeting

Proactive maintenance of the City's largest asset classification is crucial to responsible budgeting and decreased CIP costs over the long term.

Fiscal Impact

The expense is \$364,805 and is funded by shared proceeds from County facility bonds.

Attachments

- Bradley Academy Ceiling Renovations Notice of Award
- Bradley Academy Ceiling Renovations Draft Contract



NOTICE OF AWARD

Owner:	City of Murfreesboro	Owner's Contract No.:	
Contractor:	BJB Construction Company Inc.	Contractor's Project No.:	ITB-36-2026
Architect:	Johnson + Bailey	Architect's Project No.:	No. 2506
Project:	Bradley Academy Ceiling Renovation	Contract Name:	Bradley Academy Ceiling Renovations
		Effective Date of Contract:	April 9, 2026

TO CONTRACTOR:

You are notified that the Owner has accepted your Bid dated **March 31, 2026**, for the above listed Project Contract, and that you are the Successful Bidder and are awarded a Contract for the above-mentioned Project.

The Contract Price of the awarded Contract based on the bid submitted on **March 31, 2026 is \$314,805.00**. The Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

The Total Contract Price of the awarded Contract is \$314,805.00. The Contract Price is subject to adjustment to include the Owner's Contingency Allowance of \$50,000 to be used only at the sole discretion and approval of the Owner.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the A101-2017 Standard Form Agreement, Article 8.5. Payment and Performance bonds should be dated April 9, 2026.
2. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Upon Receipt and Approval of the required bid security, Owner will send Contract Documents for signature via DocuSign for execution by all parties.

Owner: City of Murfreesboro

By:

Shane McFarland, Mayor

DRAFT AIA® Document A101™ - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the «ninth» day of «April» in the year «2026»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« City of Murfreesboro, Tennessee, » «a municipality organized under the laws of the
State of Tennessee »
«111 West Vine Street »
«Murfreesboro, Tennessee 37130»
« »

and the Contractor:
(Name, legal status, address and other information)

« BJB Construction Company, Inc. » « »
«1373 Holly Tree Gap Road »
« Brentwood, TN 37027-6408»
« »

for the following Project:
(Name, location and detailed description)

«Ceiling Renovations at Bradley Academy »
«511 Dr. Martin Luther King Jr. Blvd. »
«Murfreesboro, TN 37130
J+B No. 2506»

The Architect:
(Name, legal status, address and other information)

«Johnson + Bailey Architects, PC » « »
«100 East Vine Street »
«City Center, Suite 700 »
« Murfreesboro, TN 37130 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date specified in the Notice to Proceed issued by the Owner. Contractor is not authorized to undertake any Work until the date set forth in the Notice to Proceed.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than « fifty-eight » («58 ») calendar days from the date of commencement of the Work.

[] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «Three Hundred Sixty-four Thousand Eight Hundred Five Dollars » (\$ «364,805 »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
1. Owner's Contingency Allowance	\$50,000
2. Quantity Allowance for abatement of existing asbestos containing water pipe insulation and installation of new water pipe insulation on pipes 3 inches or less in diameter	500 Linear Feet

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
For abatement of existing asbestos containing water pipe insulation and installation of new water pipe insulation on pipes 3 inches or less in diameter	Linear Feet	\$30.00 Per Linear Foot

§ 4.5 Liquidated Damages

§ 4.5.1 Because failure to complete the Project within the time fixed in Section 3.3 will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, should the Contractor fails to achieve Substantial Completion of the Work within the time so fixed, or within such further time, if any, as shall be allowed for time extensions in accordance with the provisions of the Contract Documents, the Contractor or its Surety shall pay to the Owner as liquidated damages for such delay, and not as a penalty, \$2,000.00 for each and every calendar day elapsing between the date fixed for Substantial Completion in Section 3.3 and the date such Substantial Completion shall have been fully accomplished.

§ 4.5.2 Any liquidated damages assessed pursuant to Section 4.2.1. shall be payable in addition to any excess expenses or costs payable by the Contractor to the Owner under the provisions of Article 14 of the General Conditions, and shall not preclude the recovery of damages by the Owner under other provisions of the Contract Documents, except for Contractor's delays. This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract as provided in Article 14 of the General Conditions ("Termination or Suspension of the Contract") or elsewhere in the Contract Documents. The Owner may deduct from the balance of retainage the liquidated damages stipulated herein or in the next paragraph hereof, as the case may be, or such portion thereof as the retained balance will cover.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« § 4.6.1 The Owner shall not be liable for the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy of Contractor or any Subcontractor for delays of any cause shall be the allowance of addition time for completion of Work, provided such additional time is reflected in a written, signed Change Order. »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 At least every 30 calendar days after the Contractor's commencement of the Work, but not more frequently than once per calendar month, the Contractor shall submit an Application for Payment to the Architect requesting payment for labor, services, and materials rendered or delivered during the preceding 30 calendar days. Each Application for Payment request shall contain such detail and be supported by sufficient information for the Owner and Architect to fully assess the request. The Architect will review the Contractor's Application for Payment and the accompanying data, information, and schedules (which are submitted in accordance with the Contract Document or at the Architect's request) to determine the amount the Contractor is due and, based on such review, together with its inspections of the Work, shall authorize in writing the requested payment to the Contractor.

§ 5.1.3 Provided the Application for Payment and all required supporting documentation is received by the Architect not later than the fifth day of the month, within 30 calendar days following Architect's authorization of payment, the Owner shall pay the sum authorized to the Contractor. No payment nor any use or occupancy of the Project, whether in total or partially, by the Owner constitutes an acceptance of any Work not in accordance with the Contract Documents.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

- « »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- « »] Litigation in a court of competent jurisdiction
- « X »] Other *(Specify)*

« AIA Document A201™–2017, General Conditions of the Contract for Construction Addendum B, Dispute Resolution Procedures»

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017. In addition, the Owner may terminate this Contract in the event of the unavailability of appropriated funds or a determination by Owner of the absence of continued need for the Project.

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

«Brad Hennessee, Facilities Manager »
« 111 West Vine Street »
« Murfreesboro, TN 37130 »
« Tel: (615) 543-4581 »
« Email: bhennessee@murfreesborotn.gov »

« or his designee as indicated in writing from time to time.»

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in Exhibit A, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Contractor's Insurance and Bonds Requirements
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, including Addendum A, Contractor's Standard Form Subcontract, and Addendum B, Dispute Resolution Procedures
- .4 [Intentionally Omitted]

« »

- .5 Drawings

Number	Title	Date
00 01 15	Drawing Index	March 4, 2026

- .6 Specifications

Section	Title	Date	Pages
00 01 10	Table of Contents	March 4, 2026	1

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[] The Sustainability Plan:

Title	Date	Pages

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Attachment A		April 21, 2025	1

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«Section 00 11 13, Advertisement for Bids, March 4, 2026 (2 pages)
Section 00 21 13, Instructions to Bidders, March 4, 2026 (15 pages)
Section 00 31 13, Bid Form, March 4, 2026 (6 pages) »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« Shane McFarland, » « Mayor »

(Printed name and title)

CONTRACTOR (Signature)

« » « »

(Printed name and title)

APPROVED AS TO FORM:

Kelley Blevins Baker, Interim, City Attorney

EXHIBIT A

CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, the insurance and bonds required by this Exhibit.

Contractor must secure and maintain such insurance coverage and bonds, without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, in accordance with the requirements set forth below.

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU (explosion, collapse, and underground), and products and completed operations, with a combined single limit of liability of not less than \$2,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$2,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

- 2. Workers' Compensation Insurance.** Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. **Auto Liability Insurance**

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. **Professional Liability.** Contractor must secure, pay for, and maintain professional liability coverage in the amount of not less than \$1,000,000 on a form acceptable to the Owner and with tail coverage of not less than two years.

5. **Environmental Liability.** Contractor must secure, pay for, and maintain Contractor's Pollution Liability (CPL) coverage, including mold coverage, in an amount not less than \$1,000,000 and endorsing the Owner as an Additional Insured. Contractor must also provide to the Owner proof of Contractor's Pollution Legal Liability (PLL) for sites owned or operated by Contractors and by any Subcontractors handling hazardous or potentially hazardous materials. Environmental liability coverage may be part of a package policy.

6. **Umbrella Coverage.** Contractor must secure, pay for, and maintain umbrella coverage in the amount of not less than \$5,000,000 on a form acceptable to the Owner. Umbrella coverage must not be limited to excess coverage that merely follows form of underlying coverages.

7. **Equipment Property Insurance.** Contractor must secure, pay for, and maintain all-risk insurance as necessary and without exceptions in order to protect the Owner against loss of owned, non-owned, rented, or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor, its Subcontractors, or Lower Tier Entities and any construction material in transit (unless shipped FOB destination Project Site or (Incoterm) DAP Project site) or materials stored in any location other than the Site.

8. **Builder's Risk.** Unless otherwise instructed by the Owner, Contractor will secure a completed value, all-risk Builder's Risk policy in manuscript form acceptable to Owner for the Project (not merely the Work), including appropriate, as determined by the Owner, coverages, coverage amounts and limits, deductibles, and exclusions. The Owner must be a named insured and the policy may not terminate until Substantial Final Completion or a certificate of occupancy applicable to the entire property is issued, whichever is latest. In the case of installation work, the Owner may, at Owner's sole discretion, choose to accept an installation floater in lieu of Builder's Risk coverage.

9. **Waiver of Subrogation.** Contractor hereby waives and will require each of its Subcontractors and Lower Tier Entities to waive, all rights of subrogation under all policies against the Owner and other Additional Insureds for losses or damages covered by any policy of insurance. Contractor, Subcontractors, and Lower Tier Entities must provide notice of waiver to all insurance carriers.

10. Term of Coverage

- 10.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 10.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 10.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 10.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

11. Subcontractor and Lower-Tier Entities Insurance Requirements

- 11.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.
 - d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

12. Other Policy Provisions. Each policy to be furnished by Contractor and each Subcontractor must:

- 12.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 12.2 Provide that contractor's attorney's fees and other defense costs are outside of the policy's limits;

- 12.3 Include the Project per aggregate endorsement;
- 12.4 Waive all rights of subrogation against the Owner;
- 12.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 12.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

13. Certificates and Endorsements

- 13.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 13.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 13.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

14. Reduction in Coverage. Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

15. Suppliers and Materialmen Coverages

- 15.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 15.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

16. Condition Precedent to Starting Work

- 16.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 16.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

17. **Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.

18. **Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.

19. **Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

20. Performance Bond and Payment Bond.

20.1 The Contractor shall provide surety bonds as follows:

Type	Penal Sum (\$0.00)
Performance Bond	100% of Contract Sum
Labor and Material Payment Bond	100% of Contract Sum

20.2 Bonds shall be issued by a surety licensed in the State of Tennessee and satisfactory to the Owner.

20.3 The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within ten (10) days of execution of the Agreement, the Owner, in its sole discretion, may elect to terminate the Agreement and award the Project to an alternate contractor.

20.4 The Owner will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the Owner and keep in force during the term of the Contract, performance and labor and material payment bonds

guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.

- 20.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

Agenda Item Title: Board Policy 1.401, *Public Participation in Board Meetings*

Board Meeting Date: April 7, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Recent amendments to Tennessee Code Annotated § 8-44-112 by Public Chapter 300 require that all local governing bodies, including school boards, provide an opportunity for public comment at each public meeting on both (1) agenda items and (2) any matter germane to the governing body's jurisdiction, regardless of whether the matter appears on the agenda. The current Board Policy 1.401 limits public comment to agenda items only and must be revised to ensure compliance with state law change.

Staff Recommendation

Approve the proposed revisions to Board Policy 1.401 to align with updated state law requirements regarding public comment at public meetings.

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: Public Participation in Board Meetings	Descriptor Code: 1.401	Issued Date: 07/25/23 04/14/26
		Rescinds:	Issued: 01/2000

1 INTENT OF POLICY

2 The Board of Education recognizes the value of stakeholder engagement through public comment on
3 educational issues and the importance of allowing community members to express themselves on
4 school-related business. The Board offers public participation to members of the public in four
5 circumstances:

- 6 1. The Director of Schools may ask a citizen with business before the Board to make a
7 presentation as part of the regular agenda;
- 8 2. The Board may, when topics of general interest occur, schedule public hearings on specific
9 topics as part of its regular agenda;
- 10 3. In accordance with other Board policies or state or federal law, the Board may schedule a
11 hearing in which members of the public may be witnesses as part of its preset agenda;
- 12 4. During a public comment period in compliance with this policy.

13 PUBLIC COMMENT PERIOD¹

14 Any public meeting of the Board with actionable items on the agenda shall have a period of public
15 comment on those actionable items at the beginning of the meeting, with the exception of teacher
16 disciplinary hearings. The total public comment period shall be for no more than fifteen minutes.

17
18 Individuals will be allowed three minutes to speak with respect to an action item on the agenda and
19 matters that are germane to the Board's jurisdiction. ~~All comments are restricted to comments on~~
20 ~~action items on the agenda for the meeting.~~ The Chair shall have the authority to declare an individual
21 out of order, if after an initial warning, an individual continues to speak on a topic that is unrelated to
22 an action item on the agenda not germane to the Board's jurisdiction. The Chair shall have the authority
23 to terminate the remarks of any individual who violates state law or does not adhere to Board rules.²

24
25 The Board shall not take up any action item on the agenda before the end of the public comment
26 period; provided, however, the Chair may close the public comment period prior to the end of the
27 fifteen-minute period if all individuals who signed up to speak at the meeting have been afforded an
28 opportunity to speak. The Chair shall have the discretion to extend the public comment period for no
29 more than an additional fifteen minutes if additional time is reasonably necessary to ensure that
30 opposing viewpoints are fairly represented during the public comment period. The Chair need not
31 extend the public period beyond fifteen minutes merely because the fifteen-minute period expired
32 before all of the individuals who registered to speak were able to speak.

33 ADDRESSING THE BOARD DURING PUBLIC COMMENT

34 Individuals wishing to address the Board during the public comment period must sign up at least six
35 hours prior to the meeting start time by either sending an e-mail or calling the phone number set forth
36

- 1 in the public notice of the meeting. Individuals registering to speak at a meeting should state the ~~action~~
- 2 ~~item~~topic about on which they wish to speak and whether they will be speaking in support or in
- 3 opposition ~~to the item, if applicable~~.

¹ ~~Public Acts of 2023, Chapter No. 300~~TCA 8-44-112; City of Murfreesboro, Resolution 23-R-23

² TCA 39-17-306