

**RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128**

**MAY 15, 2025
3:30 P.M.**

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE/PRAYER

We will be opening the meeting with a brief moment of silence or prayer and the pledge of allegiance to the United States flag. No one is required to participate or be present for any of these and being in this portion of the meeting is completely voluntary.

Work Session: Frances Rosales to introduce Mrs. Meyer's Kindergarten class from Brown's Chapel Elementary School

Work Session: Stewartsboro Elementary School Drama performance.

Board Meeting: Frances Rosales to introduce Blackman High School JROTC

3. APPROVAL OF AGENDA

Recommended Motion - to approve the agenda as presented.

4. APPROVAL OF CONSENT AGENDA (TAB 1)

A. Minutes: Board Meeting Minutes, April 24, 2025
Board Meeting Minutes, May 7, 2025

B. Bids: Bid #3811 - Middle School Science Kits,
Bid #3812 - Acoustical Wall Panels (OMS),
Bid #3813 - 5-Year Sprinkler Obstruction Inspections,
Bid #3814 - Science Equipment (OHS, RHS, Poplar Hill),
Bid #3815 - Used Textbooks for Sale,
Bid #3816 - Kitchen Equipment,
Bid #3817 - Choir Field Trip to NYC (BHS),
Bid #3818 - Music Instruments and Equipment,
Bid #3819 - Small Wares (Poplar Hill Elem.)
Bid #3807 – Social Health Lab Renovations for CTE

Request to Purchase: Rutherford County Special Education Department requests to renew the contract for the lease and rental agreement between RCS and the Wesley Foundation for the house located at 1607 Elrod Street, adjacent to the Wesley Foundation. The rental term is August 1, 2025 to July 31, 2026.

Request to Purchase: Rutherford County Special Education Department requests an extended contract for Integrate Pre-School Assessment Teams for June and July 2025.

C. Nepotism: Hannah Jones – Girls B-ball Coach/Wellness Teacher- Stewarts Creek High
Kimberly Whitehead – Cafeteria Manager – McFadden School of Excellence
Jennifer Nolan- SPED EA – John Coleman Elementary
Magloni Castillo Vivas – Custodian – Siegel High School

D. Use of Facilities:

FACILITIES USE

5/15/2025

Fees

| | |
|---------------------------|--|
| Blackman Elementary | Living Water Church, worship service, classroom & cafeteria, 7/1/24 – 6/30/25, \$145 per day, **retro review |
| LaVergne High | U.S. Elite Baseball, practice/scrimmage, sports field, 5/27/25 – 11/1/25, \$18 per hour |
| Oakland High | 2D Sports Baseball, tournaments, sports field, 5/29/25 – 11/2/25, \$290 per day |
| Siegel High | 2D Sports Baseball, tournaments, sports field, 5/29/25 – 11/2/25, \$290 per day |
| Siegel High | Boombox Dance Studio, recital, auditorium, 6/13/25 – 6/14/25, \$285 per day |
| Siegel High | Debbie's School of Dance, recital, auditorium, 6/19/25 – 6/21/25, \$285 per day |
| Smyrna High | 2D Sports Baseball, tournaments, sports field, 5/29/25 – 11/2/25, \$18 per hour |
| Whitworth-Buchanan Middle | New Vision Baptist Church, small groups, classrooms & cafeteria, 8/3/25 – 5/31/26, \$2112 |
| Whitworth-Buchanan Middle | New Vision Baptist Church, meeting, classroom, 7/20/25, \$15 |
| Whitworth-Buchanan Middle | New Vision Baptist Church, Easter service, classrooms, auditorium, cafeteria, 4/5/26, \$520 |

Whitworth-Buchanan Middle

Tennessee Generals, baseball practice, sports field, 5/22/25 – 7/10/25, \$288

No Fees

Cedar Grove Elementary

Smyrna Junior Basketball League, practice & games, gym, 11/3/25 – 3/14/26, no fees

Central Magnet

Wilson Bank and Trust, car show, campus, June 8, 2025, no fees, *In-Kind Agreement

Kittrell Elementary

Kittrell High School Alumni Association, reunion, gym, 9/20/25, no fees

Oakland Middle

Inner Light Family Theatre, theatre camp, auditorium, 5/16/25 – 5/18/25, no fees, *In-Kind Agreement

Oakland Middle

Inner Light Family Theatre, theatre camp, auditorium, 6/2/25 – 6/14/25, no fees, *In-Kind Agreement

Riverdale High

TN Blast 2016, softball practice, sports field, 7/1/25 – 5/31/26, no fees, *In-Kind Agreement

Riverdale High

TN Select Sports, free football camp, sports field, 5/24/25, no fees

Rock Springs Elementary

Stewarts Creek Youth Football & Cheer, practice, gym/sports field, 5/21/25 – 5/22/25, no fees

Smyrna Elementary

Smyrna Junior Basketball League, practice & games, gym, 11/3/25 – 3/6/26, no fees

Note: Facility use prior to 5/15/25 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

E. Non-Faculty Volunteer Coaches:

According to the Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.

The following non-faculty volunteer coach is for the 2025-2026 school year:

| NAME | SCHOOL | SPORT |
|------------------------|-----------------------|------------------------------------|
| Bonte, Bailey | Christiana Middle | Softball |
| Bonte, Jeff | Christiana Middle | Softball |
| Carter, Kobe | Oakland High | Basketball |
| Cline, Joshua | Eagleville | Girls Soccer |
| Cook, Chasity | Blackman Middle | Girls Basketball |
| Fox, Erika | Eagleville | Cheer |
| Glass, Kelli | Eagleville | Cheer |
| Hanlon, Kellie | Stewarts Creek Middle | Volleyball |
| Huling, Dallas | Oakland High | Wrestling |
| Lee, Kristopher | Christiana Middle | Boys Basketball |
| Lindsey, Caleb | Stewarts Creek High | Softball |
| McCabe, Ryan | Siegel High | Girls Soccer |
| McDonald, Calvin | Rockvale High | Football |
| Meek, Briana | Oakland High | Choreographer |
| Murphy, Jamie | Rocky Fork Middle | Baseball/Football |
| Odeneal, Chris | Smyrna High | Volleyball |
| Peterkin, Elisa | Blackman Middle | Girls Basketball |
| Saller, Steve | Christiana Middle | Wrestling |
| Schwendimann, Will | Riverdale High | Girls Basketball |
| Thweatt, Bruce | Riverdale High | Volleyball/Tennis/Girls Basketball |
| Winkler, Macy | Christiana Middle | Basketball Cheer |
| Freytag, Jr., James E. | Oakland Middle | Band |
| George, Michael | Oakland Middle | Band |

| | | |
|------------------------|----------------|------|
| Sharpe, Wilson | Oakland Middle | Band |
| Smith, Erich | Oakland Middle | Band |
| Wingruber, Karl | Oakland Middle | Band |
| Thornhill, Christopher | Riverdale High | Band |
| Zimmerer, Jennifer | Riverdale High | Band |
| Darnell, Ellie Grace | Siegel High | Band |
| Draper, Thomas | Siegel High | Band |
| Liang Liu, Chelsea | Siegel High | Band |
| Miller, Corey | Siegel High | Band |
| Ramsay, Kyle | Siegel High | Band |
| Smith, Benjamin | Siegel High | Band |

F. Salary Supplements and Contract Payments:

| Name-Certified | NTE Amt. | School | Funded By | Description |
|-------------------------|-----------------|-----------------------|-----------------------------------|------------------------------|
| Richie Conner | \$5,000.00 | Blackman High School | School Funds - Various Activities | Bus Driver for as needed |
| Christopher Norman | \$1,500.00 | Blackman High School | School Funds - Track | Assistant Coach |
| Anna Katherine Brainerd | \$1,500.00 | Blackman High School | School Funds - Track | Assistant Coach |
| Nathan Bennett | \$1,500.00 | Blackman High School | School Funds - Track | Coaching |
| Kevin Meadows | \$1,700.00 | Blackman High School | School Funds - Softball | Field Maintenance |
| Sean Holt | \$750.00 | Blackman High School | School Funds - Softball | Assistant Coach |
| Douglas Worsley | \$1,500.00 | Central Magnet School | School Funds - Soccer | Mowing soccer/practice field |
| Chris Lynch | \$5,000.00 | Eagleview School | Various Programs | Driving Activity Bus |
| Michelle Burke | \$500.00 | LaVergne High School | School Funds - Basketball | Assistant Coach |

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|-------------------------|------------|-----------------------|------------------------------------|---|
| Britt Roberts | \$1,050.00 | Oakland High School | School Funds - Girls Flag Football | Assistant Coach |
| Elizabeth Kay Sinor | \$400.00 | Oakland Middle School | School Funds - Cross Country | Assistant Coach |
| Ryan Huggins | \$2,000.00 | Oakland Middle School | School Funds - Baseball | Assistant Baseball Coach |
| Chase Smith | \$2,000.00 | Oakland Middle School | School Funds - Baseball | Assistant Coach |
| Erin Walsh | \$1,500.00 | Riverdale High School | School Funds - Track | Assistant Track Coach |
| Bradford Jackson Deas | \$1,500.00 | Riverdale High School | School Funds - Softball | Assistant Coach |
| Jazmin Pope | \$500.00 | Rock Springs Middle | School Funds - Soccer | Assistant Coach |
| Denver Woods | \$1,500.00 | Rockvale High School | School Funds - Volleyball | Assistant Coach |
| Larry Smith | \$1,400.00 | Rockvale High School | School Funds - Track & Field | Timing track meet |
| Toneisha Gooch | \$2,000.00 | Rockvale High School | School Funds - Track & Field | Assistant Coach |
| Douglas Argo | \$1,500.00 | Rockvale High School | School Funds - Track & Field | Mowing, Spraying, & Trimming |
| James Counce | \$5,000.00 | Rockvale High School | School Funds - Football | Football operations & Workouts |
| Zachary Taylor Harrison | \$2,000.00 | Rockvale High School | School Funds - Baseball | Assistant Baseball Coach |
| Michael Alan Bartlett | \$2,500.00 | Rockvale High School | School Funds - Baseball | Assistant Baseball Coach |
| Mikel Newman | \$2,000.00 | Rockvale Middle | School Funds - Girls Basketball | Boys/Girls Basketball Camp June 2-5, 2025 |
| Jared Ford | \$5,000.00 | Siegel High School | School Funds - Band | Assisting Directors as needed with rehearsals/band camp |
| Samuel Sheppard | \$2,500.00 | Smyrna High School | School Funds - Baseball | Baseball Assistant Coach and Bus Services |
| Chris Williams | \$2,500.00 | Smyrna High School | School Funds - JV Baseball | JV Baseball Coach |
| Robyn Evans | \$2,000.00 | Smyrna High School | School Funds - Track | Assistant Track Coach |
| Nathan Wilsford | \$100.00 | Smyrna High School | School Funds - Track | Track Announcing |

| | | | | |
|-------------------------|--|--------------------------|----------------------------------|--------------------------------|
| Julia Podesta | \$600.00 | Smyrna High School | School Funds - Track | Assistant Tennis Coach |
| Alexandria Turner | \$600.00 | Stewarts Creek High | School Funds - Flag Football | Assistant Coach |
| Benjamin Bowers | \$6,000.00 | Stewarts Creek High | School Funds - Athletics | Assistant Athletic Director |
| Thomas Curtis | \$375.00 | Stewarts Creek High | School Funds - Basketball | Ticket Taker |
| Ashleigh Addison | \$1,250.00 | Stewarts Creek High | School Funds - Baseball/Softball | Concession Manager |
| Orion Smith | \$1,500.00 | Whitworth Buchana Middle | School Funds - Maintenance | Landscaping |
| Name-Non-Faculty | NTE Amt. | School | Funded By | Description |
| Danielle Davison | \$2,000.00 | Blackman High School | School Funds - Softball | Assistant Coach |
| Kaylee Cooper Smith | \$150 per meet | Blackman Middle School | School Funds - Track | Lane/Heat Assignment |
| Irvin Turner | \$1,200.00 | Blackman Middle School | School Funds - Track | Timing |
| Madison Bowers | \$500.00 | Lavergne High School | School funds - Archery | Assistant Coach |
| Erich Smith | \$20 per lesson | Oakland Middle | School Funds - Band | Private Lessons |
| James E. Freytag, Jr. | \$170.00 per day (3 masterclasses per day) | Oakland Middle | School Funds - Band | Private Lessons/Master Classes |
| Karl Wingruber | \$32.50 Per Lesson | Oakland Middle | School Funds - Band | Private Lessons |
| Michael George | \$25 per lesson | Oakland Middle | School Funds - Band | Private Lessons |
| Wilson Sharpe | \$25 per lesson | Oakland Middle | School Funds - Band | Private Lessons |
| Jennifer Zimmerer | \$30 per lesson | Riverdale High | School Funds - Band | Woodwind Private Lessons |
| Christopher Thornhill | \$25.00 per 1/2 hr. lesson | Riverdale High | School Funds - Band | Private Lessons |
| Haneef Sharif, Sr. | \$2,000.00 | Rockvale High | Schools Funds - Track | Hurdle Coach |
| Robert Ingram Parks | \$1,250.00 | Rockvale High | Schools Funds - Baseball | Assistant Baseball Coach |

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|-------------------|-----------------|---------------------|---------------------------------|---|
| Corey Miller | \$5,000.00 | Siegel High School | Siegel HS Band Boosters | Marching Bank Tech for the Color Guard |
| Mary Braschler | \$750.00 | Siegel High School | School Funds - Band | Piano Player |
| Chelsea Liu | \$5,000.00 | Siegel High School | Schools Funds - Band | Assist in teaching marching band |
| Benjamin Smith | \$4,000.00 | Siegel High School | School Funds - Band | Teaching/Instruction |
| Thomas Draper | \$5,000.00 | Siegel High School | Schools Funds - Band | Teaching the Siegel marching percussion program |
| Kyle Ramsay | \$5,000.00 | Siegel High School | School Funds - Band | Percussion Director |
| Elle Darnall | \$5,000.00 | Siegel High School | School Funds - Band | Choreographing and cleaning color guard work |
| Kyle Mooney | \$2,000.00 | Smyrna High School | School Funds - Baseball | Baseball Assistant Coach |
| Classified | NTE Amt. | School | Funded By | Description |
| Toneisha Gooch | \$2,000.00 | Rockvale High | Schools Funds - Track | Assistant Coach |
| Roberto Martinez | \$2,000.00 | Smyrna High School | School Funds - Baseball | Baseball Assistant Coach |
| Kerry Malone | \$400.00 | Stewarts Creek High | School Funds - Girls Basketball | Girls Basketball - Team Assistant |

- 1 Approved previously for an amount \$500 or greater
- 2 Overtime rate for special events
- 3 Anticipate amounts over \$500 this school year
- 4 Amend prior approval
- 5 Less than \$500 but part of event total
- 6 Must have the approval of the Transportation Department
- 7 Classified Employee (with approved agreement)
- 8 Regular Rate - Part time employee

Recommended Motion – to approve the consent agenda as presented.

5. RUTHERFORD PROUD

Work Session: Career and Technical Student Organizations

Career and Technical Student Organizations (CTSO's) are an integral part of the CTE experience, providing students with opportunities to apply classroom knowledge, develop leadership skills, and compete at regional, state, and national levels. CTSO's in our district include DECA, FCCLA, FFA, HOSA, SkillsUSA, and TSA. We would like to recognize the outstanding achievements of RCS students who have excelled as state champions in their respective CTSO this year.

Work Session: RCS Strong Outstanding Staff Awards

We would like to present the final RCS Strong Outstanding Staff awards for the 2024-2025 school year, which have been sponsored by Sonic Drive-Ins of Rutherford County.

6. PUBLIC COMMENTS*

**Public comment requests to address the Board must be provided in writing to the Director of Schools' office no later than noon (12:00 p.m.) on the day of the meeting by completing the Public Comment Form. Speakers will have three (3) minutes to speak.*

7. LEGAL (TAB 2)

Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was remanded for insubordination. According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Admit and place into alternative school.

Recommended Motion - motion to admit or deny the admission of this Out of County Transfer Student as presented.

8. FINANCIAL MATTERS (TAB 3)

I. Fund 141 Fund Balance Amendment

This amendment is to move the current charter schools payment transfers of \$3,367,842 from 99100-590- Transfers To Other Funds to 72310-312-Board of Education-Contracts with Private Agencies per the Tennessee Comptrollers Office. Also, this amendment adds \$500,000 to the 72310-312 expenditure to cover the additional cost to the original budget for the charter school transfer. This increased cost will be funded from additional TISA direct funding RCS receives from the State.

Recommended Motion – to approve the GPS Fund budget amendment to move budgeted amounts from 99100-590 to 72310-312 for a total increase of \$500,000 as presented.

II. Approval of the Budget

Recommended Motion – to approve Fund 141 with Revenue of \$573,385,825.00 and Expenditures of \$581,343,045.00 as presented in the attached budget document.

Recommended Motion – to approve Fund 143 with Revenue of \$26,844,250.00 and Expenditures of \$33,503,092.00 as presented in the attached budget document.

Recommended Motion – to approve Fund 177 with Revenue \$19,344,516.00 and Expenditures of \$19,344,516.00 as presented in the attached budget documents.

III. Fund 141 Fund Balance Amendment

This amendment is to increase Fund 141 budgeted revenues and expenditures in the amount of \$5,556,938 to recognize the awarded Summer Camp Grant for FY24-25. On January 22, 2021, the Tennessee General Assembly enacted the Tennessee Learning Loss Remediation and Student Acceleration Act to address the learning loss of students due to COVID-19 related school closures. Through this law, all Tennessee school districts were required to offer learning loss remediation summer programs for students in rising grades K - 8, starting in summer 2021. Provisions of this law that were set to expire in summer 2023 included Summer Learning Camps for rising grades 1 - 3 and After School Summer Learning Mini Camps (STREAM camps). However, in the 2023 Legislative Session, the Tennessee General Assembly amended the Act to continue summer programming (Summer Learning Camps, After School Summer Learning Mini Camps (STREAM”), and Learning Loss Bridge Camps) for rising grades K-9 annually. The funds will be used to fund summer work for principals, teachers, education assistants & secretaries. There is no local match required for this grant.

Recommended Motion –to amend budgeted revenues & expenditures in Fund 141 General Purpose in the amount of \$5,556,938 as presented.

9. RESOLUTION (TAB 4)

The Education Freedom Act requires that in order to receive funds for the \$2,000 teacher bonuses outlined in the bill, the local board of education must first adopt a resolution affirming that they would like to participate in Section 4 of the Education Freedom Act of 2025.

Recommended Motion – to approve the signing of a resolution as required by TCA.

10. ENGINEERING AND CONSTRUCTION (TAB 5)

I. CTE Culinary Arts gas line and equipment upgrade for Smyrna High School: The CTE Department is proposing the installation of a natural gas line to service the Culinary Arts commercial kitchen renovation. This project will also include upgrading the current electrical appliances to natural gas appliances. The funding for this project is the Innovative School Model Grant and is expected to be \$65,000.00. Engineering and Construction has reviewed the request and has no objection.

Recommended Motion – to approve the Smyrna High School installation of natural gas as part of the CTE commercial kitchen renovation using the Innovative School Model Grant.

II. Smyrna High School Property

The property adjacent to Smyrna High School is being developed into a shopping center anchored by Kroger. There are some road improvements needed to improve the traffic flow at the school given the adjacent development which the Developer has agreed to complete at

Developer's cost. The Developer will need a temporary construction easement for this work. The Developer has also agreed to honor the exercise of the option by the Board of Education of the property on which the Board had an option to purchase but has requested they be allowed to have it classified as a donation for tax purposes. The temporary construction easement and amendment to the Option agreement are attached.

Recommended Motion - to approve the temporary construction easement and amendment to the Option Agreement.

11. CONTRACT AGREEMENT BETWEEN M.T.S.U. AND RCS (TAB 6)

M.T.S.U. seeks to be a Riverdale High School sponsor.

M.T.S.U. proposes a contract in which M.T.S.U. may sponsor activities and place advertising at Riverdale High School. M.T.S.U. requests permission to place signage, which is detailed in the contract Attachment A. M.T.S.U. proposes to pay \$5,000 per year for five years. The contract terms are September 1, 2025-August 29, 2029.

Recommended Motion – to approve the contract between M.T.S.U. and Riverdale High School as presented.

12. BUS CONTRACT (TAB 7)

The current contracts for bus service expire June 30, 2025. The Board needs to approve a new bus contract to be in effect July 1, 2025. The Board has been in discussions with bus contractors since January regarding terms for the new contract. A number of suggestions from the Bus Contractors Association and multiple other bus contractors have been incorporated into this contract. The Board acted at its last meeting to do a 17% increase to the bus and mileage rates, and to provide a \$4,000 amount per bus for the contractors to obtain liability insurance. The terms of the contract itself need to be approved by the Board. This will enable the Transportation Department to begin the process of getting contracts executed and enable contractors to make arrangements for liability insurance. The draft contract is included in the Board materials.

Recommended Motion - to approve the proposed Bus Contract as presented, including the 17% increase in year one, with a 2.5% in year two, 2.5% in year three, and 2.5% in year four.

Recommended Motion - The Board authorizes the payment of the \$4,000 Insurance Fee in the bus contract as an advanced payment following the signing of the new contract by the contractor. For the advanced payment to occur by June 13, 2025, contracts must be signed by close of business on May 29, 2025. No additional advanced payments will occur for contracts signed after close of business May 29, 2025. If a contractor does not fulfill the terms of the contract, the advanced payment must be returned to the Board on a pro-rated basis based on the number of days not fulfilled in the 2025/26 school year.

13. TRANSPORTATION (TAB 8)

I. Transportation bus purchase request. The Transportation Department is requesting to begin the purchase of buses to supplement the current student transportation system. These buses will be utilized to replace unfilled contracts and to provide coverage for added transportation needs. There are two local bus companies with buses available to purchase. Central States Bus Sales have four (4), 90 passenger buses available for \$179,286.00. They have also provided discounts based on the number of buses purchased. Mid-South Bus Sales have eight (8), 90 passenger buses. Five (5) are priced at \$170,000.00, two are priced at \$168,000.00, and one (1) at \$166,000.00. They also provide discounts based on the number of buses purchased. Both companies offer 3 year/50,000 miles. Engineering and Construction has reviewed the request and has no objections.

Director of School's Recommendation – motion to authorize the purchase of buses as presented if more than 35 contracted routes for the 24/25 SY are still unsigned/unfilled by the current contractor for that route by close of business on May 29, 2025. The May 29th deadline ensures that the buses are available for use to start the 25/26 SY.

II. Summer Camp Bus Contract 2025

Recommended Motion – to approve the summer camp bus contract 2025 as presented.

14. FINANCIAL REPORT

15. DIRECTOR'S UPDATE

16. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

17. FEDERAL RELATIONS NETWORK (FRN) UPDATE

18. GENERAL DISCUSSION

19. ADJOURNMENT

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

MINUTES OF APRIL 24, 2025

Board Members Present

Claire Maxwell, Board Chair
Frances Rosales, Vice-Chair
Caleb Tidwell
Katie Darby
Tammy Sharp
Butch Vaughn
Stan Vaught
Dr. James Sullivan, Director of Schools

1. CALL TO ORDER

The Board Chair Claire Maxwell called the meeting to order at 5:30 P.M.

2. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE/PRAYER

Opened the meeting with a brief moment of silence or prayer and the pledge of allegiance to the United States flag. No one was required to participate or be present for any of these and being in this portion of the meeting was completely voluntary.

Work Session - Board Member Katie Darby invited the Rocky Fork Elementary School Ambassadors to lead the Pledge of Allegiance.

Board Meeting – Board Member Katie Darby invited students from Stewarts Creek Elementary to lead the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Motion was made by Tammy Sharp and seconded by Caleb Tidwell, to approve the agenda as presented.

Vote: All yes
Motion passes.

4. APPROVAL OF CONSENT AGENDA (TAB 1)

A. Minutes: Board Meeting Minutes, April 9, 2025

B. Bids: Bid #3800 – PE Equipment (Poplar Hill Elementary)
Bid #3805 – Choir field trip Disneyworld (Central Magnet and Riverdale High)

C. Nepotism: Michael Hudson – Lead Custodian – Poplar Hill Elementary
Tyler Erdman – Teacher – Siegel High
Jeffrey Payne – ESL Teacher – LaVergne High
Amanda Payne – ESL Teacher – LaVergne High

D. Use of Facilities:

FACILITIES USE

4/24/2025

Fees

| | |
|---------------------------|---|
| Blackman High | Rutherford County Track and Field Club, practice, track, 5/12/25 – 7/17/25, \$100 per hour |
| Oakland High | Pre-College Development Academy, soccer game, stadium, 5/23/25, \$275 |
| Oakland High | Ray Bennett – Soccer, scrimmages, stadium, 4/26/25, \$172.50 |
| Whitworth-Buchanan Middle | Murfreesboro Baseball & Softball Assoc., games, sports field, 5/1/25 – 9/30/25, \$18 per hour |
| Whitworth-Buchanan Middle | U.S. Elite Baseball, practice, sports field, 5/1/25 – 10/31/25, \$18 per hour |

No Fees

| | |
|----------------|--|
| Oakland Middle | US Elite Baseball, practice, sports field, 5/1/25 – 11/1/25, no fees, *In-Kind Agreement |
|----------------|--|

Note: Facility use prior to 4/24/25 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

E. Non-Faculty Volunteer Coaches:

According to the Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.

The following non-faculty volunteer coach is for the 2024-2025 school year:

| NAME | SCHOOL | SPORT |
|-----------------|---------------------|----------|
| Smith, Joshua | Riverdale High | Choir |
| Bowers, Madison | LaVergne High | Archery |
| Bogle, Tommy | Rock Springs Middle | Baseball |
| Jason Johnson | LaVergne High | Football |
| CJ Johnson | LaVergne High | Football |
| Michael Maxwell | LaVergne High | Football |

The following non-faculty volunteer coaches are for the 2025-2026 school year:

| NAME | SCHOOL | SPORT |
|------------------|---------------------|------------------|
| Lindsey, Caleb | Riverdale High | Girls Basketball |
| Flowers, Lauren | Riverdale High | Girls Basketball |
| Shaffer, Charles | Riverdale High | Rugby |
| Conley, Majesta | Riverdale High | Rugby |
| Bowers, Madison | LaVergne High | Archery |
| Bogle, Tommy | Rock Springs Middle | Baseball |
| Jason Johnson | LaVergne High | Football |
| CJ Johnson | LaVergne High | Football |
| Michael Maxwell | LaVergne High | Football |

F. Salary Supplements and Contract Payments:

| Name-Certified | NTE Amt. | School | Funded By | Description |
|------------------|--------------------|-----------------------|-------------------------|------------------------------|
| Cuyler Lanier | \$2,669.00 | Central Magnet | School Funds - Softball | Assistant Softball Coach |
| Dusty Stearns | \$2,000.00 | Central Magnet | Schools Funds | Site Supervision |
| Angela Allison | \$650.00 | Oakland Middle | School Funds - Track | Assistant Coach |
| Name-non-faculty | NTE Amt. | School | Funded By | Description |
| Josh Smith | \$22.00 per lesson | Riverdale High School | School Funds - Choir | One on one Voice Instruction |

- 1 Approved previously for an amount \$500 or greater
- 2 Overtime rate for special events
- 3 Anticipate amounts over \$500 this school year
- 4 Amend prior approval
- 5 Less than \$500 but part of event total

- 6 Must have the approval of the Transportation Department
- 7 Classified Employee (with approved agreement)
- 8 Regular Rate - Part time employee

Motion made by Butch Vaughn and seconded by Tammy Sharp, to approve the consent agenda as presented.

**Vote: All yes
Motion passes.**

5. RUTHERFORD PROUD

Work Session: Dr. Lindsay Halford, Visual Art Recognition - In honor of Youth Art Month, recognized students for their outstanding achievement in the Visual Arts. Pieces by the honorees are displayed in the Rutherford County Schools' Central Office.

Work Session: Rutherford County Archery teams were hosted by the Tennessee Wildlife Resources Agency; the tournament took place March 12-14 at Miller Coliseum in Murfreesboro. More than 1,900 students from nearly 100 schools across the state competed.

2025 Tennessee State NASP Bullseye Tournament Team Results:

Elementary Division

First - Christiana - Coaching Staff- Tyler Mingle (HC) and James Steiner, Tara Polson, and Erin Dwyer.

Middle Division

First - Blackman MS - Coaching Staff- Lucretia Gregg (HC), and Olivia Gregg

High Division

First - Central Magnet Coaching Staff -Eric Bonanno (HC), Nathan Facine, Julie Phillips, Jeremy Richardson, and Stacie Richardson.

2025 Tennessee State NASP Bullseye Tournament Individual Results:

Elementary Girls Division

First - Buchanan, Lillian Hayes - Coaching Staff - Lori Pittman (HC), SRO Coach Mike Farmer, Rebekah Harris, Sam Baughman, and Brian Layhew.

Second - Buchanan, Hailey Logsdon

Fourth – Christiana, Aeris Redmon

Elementary Boys Division

First - Christiana, Gideon Limphabule

Second – Christiana, Tabler Murray

Middle Girls Division

First - Siegel Middle School, Byrnnie Hill and Millie Humphress placed 3rd - Coaching Staff - Jason Gray (HC).

Middle Boys Division

First - Oakland MS James Stultz - Coaching Staff - Jennifer Watts (HC), Christopher Stultz, Shari

Stutz, and Raquel Vega-Gaskins.

High School Girls Division

First - Central Magnet, Jessica Blunkall

2025 Tennessee State NASP/IBO 3D Challenge Team Results:

Elementary Division – First, Christiana

2025 Tennessee State NASP/IBO 3D Challenge Individual Results:

Elementary Girls Division

First - Plainview, Libby Hammond - Coaching Staff - Erin Hopkins, Michael Agee, and Candice Urias.

Second - Christiana, Everly Lovitt

Elementary Boys Division

First – Christiana, Tabler Murray

Second - Christiana, Gideon Limphabule

Fourth- Christiana, Christian Cook

Middle Girls Division

First - Eagleville, Karlie Whisner - Coaching Staff- Jennifer Ricks (HC), Robert Ricks, Dale Taylor, and Jeremy Curtis.

Board Meeting:

I. Strong Outstanding Staff Awards for March/April

James Evans presented the March/April monthly RCS Strong Outstanding Staff Awards.

Four (4) Rutherford County employees were honored after being nominated and selected for the RCS Strong Outstanding Staff Awards.

Transportation: Ms. Ishia Curtis, Bus Driver on 185 in Christiana

Administration: Mr. Brad Decker, Principal at Oakland Middle School

School Support Staff: Ms. Rebecca Ray, Educational Assistant at David Youree Elementary School

Teacher: Ms. Kristen Lucas, 3rd Grade Teacher at Wilson Elementary School

James Evans, Chief Communications Officer, thanked our community partners from Sonic, Mr. Jeremy Arnold and Mr. Cameron Alexander, for their generous contribution and involvement in the staff recognition program.

Special Guest: Board Member Katie Darby introduced Eagleville’s Principal Tim Pedigo to share a few highlights from students at Eagleville School. Mr. Pedigo reminded everyone to vote for Maddie Pruitt, who is in top 14 on *American Idol*. He announced that Emily Bird was in the top five in the global Amazing Shake held in Atlanta, GA. She is. Eagleville student, David Harrison, recently scored a perfect ACT score of 36 and he’s the first in the school’s history. Finally, congratulations to the students and their sponsors below who attended the Junior Beta Nationals and won the National Championship:

Students:
Aubry Tibbs
Isabella Wilson
Porter Tomlinson
Ryder Williams
Lawson Latta
Luke Cooper

Lillian Hofer
Audrey Hall
Alexandria Bolden

Sponsors:
Marci Pflueger
Michelle Curtis

II. Recognition of RCS Library Media Specialists

April is the National School Librarian Month, and RCS recognized our amazing Library Media Specialists.

Kaitlyn Benavides, Library and Information Specialist, shared a video that showcased all of the responsibilities and remarkable talents of the library media specialists serving our district. She spoke about the many accomplished library media specialists, the awards and the collective graduate degrees they have obtained and the resources they bring to Rutherford County Schools.

Stewarts Creek Middle School Library Media Specialist, Stacie Whitlock, recognized the top seven (7) students in the “March Madness Challenge”, who met and/or exceeded the goal of reading and logging 600 minutes:

Miles Glapa, 6th grade, 761 minutes
Ryan Blair, 7th grade, 936 minutes
Anna Glapa, 6th grade, 942 minutes
Irma Balderrama, 6th grade, 2176 minutes

Lillian Topp, 8th grade, 2865 minutes
Alanna Purser, 7th grade, 3849 minutes
Cesar Tovar, 7th grade, 9489 minutes

6. SPEAKERS (TAB 2)

Work Session: Dr. Jeff McCann presented the charter applications and reviewed the committee’s recommendation reports.

Board Meeting: Shanna Groom, Health Services Coordinator, presented the Proclamation issued by Governor Lee in honor of “School Nurse Appreciation Day” on May 7, 2025.

7. PUBLIC COMMENTS*

Work Session:

- 1) Toshua Brooks – Discussed the history and the meaning of bus contracts.
- 2) Robert C. Brooks, Jr. - Discussed bus contracts and the impacts bus drivers have on the community.
- 3) Gabriel Ragsdale - Lawyer representing the majority of bus contractors. Spoke on behalf of his clients and proposed bus contract revisions.

Board Meeting:

- 1) Allen Youngren – Mr. Youngren addressed the Board in further support of his son's out of county expulsion.
- 2) Dominique Smith – Discussed her experience with Rocketship Charter School and spoke in support of the charter.
- 3) Sarah Bell – Expressed her appreciation for the Library Media Specialists and their expertise.
- 4) Judy Whitehill – Detailed the duties and responsibilities of RCS Media Specialists.
- 5) Alejandra Beltran - Addressed the board in support of the Rocketship Charter School.
- 6) Josh Walker – Spoke about the legal ramifications of opening meetings with prayer.
- 7) Jade Taylor - Addressed the board in support of the Rocketship Charter School.
- 8) Elizabeth Shepherd – Expressed her support of librarians & her concerns with RCS' affiliation with the ACLJ.
- 9) Kaaren Campbell – Spoke on behalf of her son's Rockvale High DHA decision appeal.
- 10) Danielle Nadeau – Discussed her concerns with implementing a parent responsibility zone (PRZ).

**Public comment requests to address the Board must be provided in writing to the Director of Schools' office no later than noon (12:00 p.m.) on the day of the meeting by completing the Public Comment Form. Speakers will have three (3) minutes to speak.*

8. INSTRUCTION

I. Novus SMART Academy K-8 Charter School

Motion made by Katie Darby and seconded by Frances Rosales to amend the motion (listed below) to deny Novus SMART Academy with stipulations to address issues listed in the review and resubmit their application. After discussion, motion was withdrawn.

Motion made by Butch Vaughn and seconded by Katie Darby, to deny the Novus SMART Academy K-8 charter school application as presented by the review committee's recommendation for the 25-26 SY.

Roll Call Vote:

Frances Rosales – Yes

Butch Vaughn - Yes
Caleb Tidwell – Yes
Tammy Sharp – No
Stan Vaught – Pass
Katie Darby – Yes
Clair Maxwell – Yes

Vote: Majority
Motion passes.

II. Rocketship TN 4 Charter School

Motion made by Butch Vaughn and seconded by Claire Maxwell, to deny Rocketship TN 4 charter school application as presented by the review committee’s recommendation for the 25-26 SY based on lack of qualifications and performance.

Roll call Vote:

Tammy Sharp – No
Stan Vaught - Pass
Frances Rosales – Yes
Butch Vaughn – Yes
Caleb Tidwell – Yes
Katie Darby – Yes
Claire Maxwell - Yes

Vote: Majority
Motion passes.

III. Summer Literacy and Math Camp Materials

With an emphasis on Science of Reading and Math best practices, Lit Camp and Math Camp curriculum combines high-quality literacy/math instruction and foundational skills development with an engaging summer camp format. The Instruction Department is requesting to purchase these kits that include a leader’s guide, LitCamper notebook, high-quality connected text sets, family guides, and access to additional resources available online. The cost to provide the Lit and Math Camp curriculum will be \$165,876.20 and training will be \$7,992.00 which will come from Summer Camp funds from the TN State Department of Education.

Motion made by Caleb Tidwell and seconded by Katie Darby, to approve Lit and Math Camp curriculum in the amount of \$165,876.20 and Lit and Math Camp training in the amount of \$7,992.00. These amounts will be fully funded by the Summer Camp budget provided by TDOE.

Vote: All yes
Motion passes.

9. LEGAL (TAB 3)

I. Disciplinary Hearing Appeal - #25-0401

The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) and the Director of Schools to uphold the remandment of a student from Rockvale Middle School. Based on a review of the DHA's record, the Board may:

- A. Affirm the decision of the DHA;
- B. Overturn the decision of the DHA; or
- C. Grant a hearing before the Board.

Motion made by Frances Rosales and seconded by Butch Vaughn, to (A.) Affirm the decision of the Disciplinary Hearing Appeal #25-0401.

Roll Call Vote:

Katie Darby – No
Frances Rosales – Yes
Stan Vaught – Pass
Butch Vaughn – Yes
Caleb Tidwell – Yes
Tammy Sharp – No
Claire Maxwell – Yes

Vote: Majority
Motion passes.

II. Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for a Title IX finding. According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny.

Motion made by Tammy Sharp to deny but admit into an alternative school. Lack of a second and the motion was withdrawn.

Motion made by Frances Rosales and seconded by Claire Maxwell, to deny the admission of this Transfer Student Under Discipline as presented.

Roll Call Vote:

Katie Darby - Yes

Stan Vaught - Yes
Frances Rosales - Yes
Butch Vaughn – Yes
Caleb Tidwell – Yes
Tammy Sharp - No
Clare Maxwell - Yes

Vote: Majority
Motion passes.

- III. Engagement of ACLJ. The Board of Education has received a demand letter to cease the implementation of prayer at the commencement of its meetings. The ACLJ has offered to provide labor at no cost to the Board to assist in the defense of challenges to the implementation of prayer. The ACLJ will not be responsible for any costs or awards against the Board but would provide legal labor support at no cost to the Board. ACLJ's engagement letter is attached.

Motion made by Butch Vaughn and seconded by Tammy Sharp, to approve engaging the ACLJ to defend the Board of Education in regard to any challenges to the practice of prayer at Board meetings.

Roll Call Vote:

Stan Vaught - No
Butch Vaughn - Yes
Katie Darby - Yes
Tammy Sharp - Yes
Caleb Tidwell - Yes
Frances Rosales - Yes
Claire Maxwell - Pass

Vote: Majority
Motion passes.

10. ENGINEERING AND CONTRUCTION (TAB 4)

- I. Rockvale High School Synthetic Field Turf request. Principal Steve Luker is requesting to have synthetic field turf installed adjacent to the weight room. This request is being donated by Warners Athletics with an estimated value of \$25,000.00 Engineering and Construction has reviewed the request and has no objections.

Motion made by Katie Darby and seconded by Butch Vaughn, to approve the Rockvale High School synthetic turf request as presented.

Vote: All yes
Motion passes.

- II. Engineering and Construction requests to increase RG Anderson's contract for Smyrna High School: Engineering and Construction is requesting to increase the contract for RG Anderson in the amount of \$200,171.20. These funds will be utilized to replace the remaining corridor ceiling tile and grid in the existing building. These funds will be shifted from remaining balances in the overall project. No additional funds are needed.

Motion made by Tammy Sharp and seconded by Stan Vaught, to approve the Smyrna High School ceiling replacement request as presented.

Vote: All yes

Motion passes.

- III. Smyrna Middle Gym Score Board request: Dr. Takisha Ferguson is requesting to enter a contract with Wilson Bank and Trust to fund the installation of a new score board in the gym. The donation cost is \$8,695.00 and will be at no cost to the Board. Mrs. Ridley has reviewed the agreement and has no objection. Engineering and Construction has reviewed the request and has no objections.

Motion made by Tammy Sharp and seconded by Stan Vaught, to approve the Smyrna Middle basketball score board as presented.

Vote: All yes

Motion passes.

- IV. Lee Road Property. The appraisal on the prospective school site on Lee Road has been completed. The property has appraised for more than the purchase price under the contract. The next phase of examination of the property will be survey, geotechnical, topographical, environmental and other routine studies to determine whether the site is suitable for a prospective school site.

Motion made by Butch Vaughn and seconded by Frances Rosales, to proceed with the study and testing of the property.

Vote: All yes

Motion passes.

Board Chair Claire Maxwell called a recess from 7:05pm to 7:12pm

11. BUS CONTRACT (TAB 5)

1. Consideration of Parent Responsibility Zone

Motion by Butch Vaughn and seconded by Claire Maxwell, to initiate a Parent Responsibility Zone, (K-5) 1 mile driving, (6-12) 1.5 miles driving for everyone with the exception of a parent/guardian who has a disability preventing them from getting their child to and from school.

After board discussions regarding PRZ's, Katie Darby requested that item *1. Consideration of Parent Responsibility Zone* be moved and discussed after the other two options are discussed to determine if PRZ's would still need to be implemented. Butch Vaughn and Claire Maxwell were both in agreement.

***Motion made by Stan Vaught and seconded by Claire Maxwell to initiate a Parent Responsibility Zone, (K-5) 1 mile driving, (6-12) 1.5 miles driving for everyone with the exception of a parent/guardian who has a disability preventing them from getting their child to and from school.**

Roll Call Vote:

**Stan Vaught – Yes
Butch Vaughn – Yes
Katie Darby – Yes
Tammy Sharp – No
Caleb Tidwell – No
Frances Rosales – No
Claire Maxwell – Yes**

**Vote: Majority
Motion passes.**

2. School bus liability insurance

Lengthy discussion held by board members regarding liability insurance and offering the best possible solution.

- a. request risk management to include bus contractors under new policy
- b. consider our own BOE liability policy
- c. offer stipend to bus contractors to provide their own liability insurance

Motion by Tammy Sharp to send out a new RFP to provide liability insurance to bus contractors.

Motion failed for lack of second.

Motion made by Caleb Tidwell to pro-rate stipend for bus contractors. After discussion, motion was withdrawn.

Motion made by Stan Vaught and seconded by Claire Maxwell, to provide \$4,000 per bus, for buses in service this 24-25 SY with the understanding that checks are cut as soon as possible.

Roll Call Vote:

**Frances Rosales – Yes
Butch Vaughn – Yes
Caleb Tidwell – Yes
Tammy Sharp – Yes
Stan Vaught – Yes
Katie Darby – Yes
Claire Maxwell – Yes**

**Vote: All yes
Motion passes.**

Motion made by Stan Vaught and seconded by Caleb Tidwell, to notify County Commission and County Insurance committee and request an RFP for liability insurance for the current bus contractors for 25-26 SY.

Roll Call Vote:

**Tammy Sharp – Yes
Stan Vaught – Yes
Frances Rosales – Yes
Butch Vaughn – Yes
Caleb Tidwell – Yes
Katie Darby – Yes
Claire Maxwell – Yes**

**Vote: All yes
Motion passes.**

Motion made by Caleb Tidwell and seconded by Katie Darby, as a result of the RFP to allow the County to obtain insurance coverage for the Bus Contractors and the cost of the insurance from the RFP is lower than the stipend, the cost savings is subject to an amendment between the Board Of Education and the Bus Contractors that any cost savings realized by insurance provided by the County will be split equally between both parties.

Roll Call Vote:

Katie Darby - Y
Frances Rosales - Y
Stan Vaught – Y
Butch Vaughn - Y
Caleb Tidwell - Y
Tammy Sharp - Y
Claire Maxwell - Y

Vote: All yes
Motion passes.

3. Contracted service rates

Motion made by Caleb Tidwell and seconded by Katie Darby, to offer 17% the first year, 2.5% the second year, 2.5% the third year, and 2.5% the fourth year pending County Commission approval of the entire school system budget.

Board Chair Claire Maxwell called a recess from 8:41pm to 8:48pm

Roll Call Vote:

Caleb Tidwell – Yes
Frances Rosales – Yes
Tammy Sharp – Yes
Stan Vaught – Yes
Butch Vaughn – Yes
Katie Darby – Yes
Claire Maxwell – Yes

Vote: All yes
Motion passes.

**Board members returned to discussing item 1. Consideration of Parent Responsibility Zone.*

12. 25/26 COLA INCREASE/SALARY TABLE (TAB 6)

Motion made by Stan Vaught and seconded by Caleb Tidwell, to approve the COLA increase of 2.5% and salary table for the 25/26 SY.

Vote: All yes
Motion passes.

13. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Nothing new to report.

14. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Nothing new to report.

15. GENERAL DISCUSSION

Ms. Sharp announced that Jazz Fest is tomorrow and Saturday. The event has been moved to Oakland Middle school due to anticipated bad weather.

Dr. Sullivan indicated there is a Policy Committee Meeting on Tuesday at 5:00pm and a Health and Education Committee Meeting at 5:30pm on Tuesday as well.

16. ADJOURNMENT

Motion made by Katie Darby to adjourn the meeting at 9:07 pm.

Approval of Agenda Minutes

Claire Maxwell, RCS BOE Chairman

Date

Dr. James Sullivan, RCS Director of Schools

Date

Rutherford County School Board Meetings and exact conversations are recorded and may be found at the following link: <https://www.youtube.com/playlist?list=PL7CB325821E536E8D>. Board Meeting minutes are provided as a supplement to the recording.

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

MINUTES OF MAY 7, 2025

Board Members Present

Claire Maxwell, Board Chair
Frances Rosales, Vice-Chair
Caleb Tidwell
Katie Darby
Tammy Sharp
Butch Vaughn
Dr. James Sullivan, Director of Schools

Stan Vaught-Board Member not present

1. CALL TO ORDER

The Board Chair, Claire Maxwell, called the meeting to order at 6:32 P.M.

2. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE/PRAYER

Opened the meeting with a brief moment of silence or prayer and the pledge of allegiance to the United States flag. No one was required to participate or be present for any of these and being in this portion of the meeting was completely voluntary.

**The pledge of allegiance was led by Claire Maxwell
A moment of silence was observed.**

3. APPROVAL OF THE AGENDA

Butch Vaughn made a motion, and it was seconded by Tammy Sharp to approve the agenda as presented.

4. PUBLIC COMMENT

- 1) Charles Felts – spoke in opposition to the parent responsibility zone.
- 2) Jason Cole – spoke in opposition in the parent responsibility zone.
- 3) Elizabeth Adkins – asked the Board to rescind the parent responsibility zone.
- 4) Ashley Hale – shared parent input against the parent responsibility zone.

5. PARENT RESPONSIBILITY ZONE

Motion made by Caleb Tidwell and seconded by Tammy Sharp to rescind the motion made on April 24, 2025, initiating PRZ for the 25/26 SY.

Vote: All yes

Motion passes.

6. ADJOURNMENT

Katie Darby made the motion to adjourn at 6:57 p.m.

Approval of Agenda Minutes

Claire Maxwell, RCS BOE Chairman

Date

Dr. James Sullivan, RCS Director of Schools

Date

Rutherford County School Board Meetings and exact conversations are recorded and may be found at the following link: <https://www.youtube.com/playlist?list=PL7CB325821E536E8D>. Board Meeting minutes are provided as a supplement to the recording.

Bid #3811
Middle School Science Kits

| Item # | Item Description | A+ Science | Carolina Biological Supply | ECA Educational Services | Fisher Scientific Company | Pasco Scientific |
|--------|--|---------------|-------------------------------|-----------------------------|------------------------------|------------------|
| 1 | 6th grade kits (each kit) | \$ 117,436.00 | \$ 151,666.24 | \$ 225,345.12 | \$ 204,589.88 | |
| 2 | 7th grade kits (each kit) | \$ 215,462.25 | \$ 237,133.82 | \$ 255,988.46 | \$ 236,404.11 | |
| 3 | 8th grade kits (each kit) | \$ 215,092.50 | \$ 314,871.48 | \$ 281,757.84 | \$ 290,236.80 | |
| 4 | Total # of kits for 6th- 8th grades (total for all 730 kits) | \$ 547,990.75 | \$ 703,671.54 | \$ 763,091.42 | \$ 731,230.79 | \$ 1,825,791.00 |

Mailed to 19 vendors

14 vendors did not respond

Recommend: Motion to award to A+ Science for overall lowest and best bid as highlighted in the above spreadsheet.

To be funded through General Purpose Funds.

Bid #3812
Acoustical Wall Panels - Oakland Middle School

| Item No. | Description | Access Floor Systems LLC |
|----------|---|--------------------------|
| 1 | Quantity 100- 2'x2'x2' acoustical wall panels (RED) with delivery and installation | \$ 15,650.00 |
| 2 | Quantity 100- 2'x2'x2' acoustical wall panels (GREY) with delivery and installation | \$ 15,650.00 |

Mailed to 20 vendors
 19 vendors did not respond

Recommend: Motion to award to Access Floor Systems for overall lowest and best bids.

To be funded through Engineering Dept.

Bid #3813
5-Year Sprinkler Obstruction Inspection

| Item No. | Description | Chief Facility Defense | Ironsmith Fire LLC | Johnson Controls | Patco Fire Safety | Servant Fire Protection |
|----------|--|------------------------|--------------------|------------------|-------------------|-------------------------|
| 1 | Obstruction Inspection of Wet Sprinkler System (price per system) | \$ 300.00 | \$ 560.00 | \$ 782.12 | \$ 400.00 | \$ 425.00 |
| 2 | Obstruction Inspection of Dry Sprinkler System (price per system)- including air leak test | \$ 510.00 | \$ 1,120.00 | \$ 1,143.68 | \$ 250.00 | \$ 425.00 |
| 3 | Obstruction inspection of Backflow devices (price per device) | \$ 150.00 | \$ 227.00 | \$ 361.56 | \$ 400.00 | \$ 125.00 |
| 4 | Hydro test of FDC (price per system) | \$ 300.00 | \$ 585.00 | \$ 361.56 | \$ 525.00 | \$ 375.00 |

Mailed to 30 vendors
25 vendors did not respond

Recommend: Motion to award to Chief Facility Defense for overall lowest and best bids.

To be funded through the Technology and Maintenance Departments.

Bid #3814
Science Equipment
OHS, RHS, Poplar Hill Elem

| Poplar Hill Elementary School Science/STEM Materials (3rd Grade) | | | | | | | | | | |
|--|------|--|-----------------|---------------------|-------------------|------------------|--------------------|-----------------|----------|---------------|
| Item | Qty. | Item Description | Bio Corporation | Carolina Biological | Fisher Scientific | Flinn Scientific | Lakeshore Learning | Nasco Education | Quill | Wards Science |
| 1 | 4 | hot plate | | \$ 300.76 | \$ 14.07 | \$ 324.87 | | \$ 148.46 | \$ 22.95 | \$ 180.62 |
| 2 | 12 | glass beakers set | | \$ 28.31 | \$ 27.81 | | | \$ 14.18 | | \$ 8.04 |
| 3 | 4 | glass flask | | \$ 21.21 | \$ 14.24 | | | | | \$ 2.74 |
| 4 | 4 | rubber tubing | | \$ 9.66 | | \$ 26.11 | | | | |
| 5 | 4 | rubber stopper for flask | | \$ 16.01 | \$ 5.29 | | | | | |
| 6 | 4 | Weather Station Kit | | \$ 42.86 | | | | | | |
| 7 | 4 | Barometer | | \$ 26.94 | | | | | | |
| Poplar Hill Elementary School Science/STEM Materials (4th Grade) | | | | | | | | | | |
| 8 | 3 | Force & Motion Activity Tub Gr. 4-6 | | \$ 66.10 | | | \$ 75.99 | | | |
| 9 | 36 | Rulers with center divet (track for marbles) | | \$ 11.64 | *\$0.64 | | | | | |
| 10 | 24 | Blue marbles | | \$ 1.60 | | | | | | |
| 11 | 24 | Red marbles | | \$ 5.22 | | | | | | |
| 12 | 15 | Small wooden blocks | | \$ 25.75 | | | | | | |
| 13 | 9 | Wind up toys | | | | | | | | |
| 14 | 9 | Hand clappers | | | | | | | | |
| 15 | 9 | Bouncy balls | | \$ 33.20 | | | | | | |
| 16 | 18 | Mathbox cars | | \$ 35.95 | | | | | | |
| 17 | 18 | Car launchers | | | | | | | | |
| 18 | 90 | Two-sided red and blue colored pencils | | | | | | | \$ 6.61 | |
| 19 | 18 | Hand-crank flashlight | | \$ 29.33 | | | | | | |
| 20 | 9 | Slinky | | \$ 13.18 | \$ 9.49 | \$ 10.61 | | | | \$ 10.70 |
| 21 | | Lense & Prism Set | | \$ 169.34 | | | \$ 18.99 | | | |
| 22 | | LED Pen Lights | | \$ 6.70 | | | | | | |
| 23 | | 3 color flashlights | | | | | | | | |
| 24 | 3 | Stream Table Kit | | \$ 110.92 | | | | \$ 109.41 | | \$ 87.63 |
| Poplar Hill Elementary School Science/STEM Materials (5th Grade) | | | | | | | | | | |
| 25 | 9 | Glass, heat-resistant beaker set | | | \$ 27.81 | | | | | |
| 26 | 3 | Glass, heat-resistant flask | | \$ 26.15 | \$ 14.24 | | | | | \$ 3.95 |
| 27 | 18 | Digital scales | | \$ 237.26 | \$ 7.20 | | | \$ 26.96 | | |
| 28 | 3 | PVC tubing | | \$ 22.23 | | | | | | |

Bid #3814
Science Equipment
OHS, RHS, Poplar Hill Elem

| Item | Qty. | Item Description | Bio Corporation | Carolina Biological | Fisher Scientific | Flinn Scientific | Lakeshore Learning | Nasco Education | Quill | Wards Science |
|---|------|---|-----------------|---------------------|-------------------|------------------|--------------------|-----------------|----------|---------------|
| 29 | 3 | rubber plug for flask | | \$ 16.01 | \$ 5.29 | | | | | |
| 30 | 18 | cooking thermometers | | \$ 6.31 | \$ 19.91 | | | | | |
| 31 | 3 | hot plate | | \$ 28.35 | \$ 14.07 | | | \$ 75.74 | | |
| 32 | 3 | test tubes | | \$ 75.72 | | | | | | |
| 33 | 3 | golf balls | | \$ 39.95 | | | | | | |
| 34 | 3 | ping pong balls | | \$ 7.23 | | | | | | |
| 35 | 3 | handheld fan | | \$ 27.81 | | | | | | |
| 36 | 3 | Small Newton's Cradle | | \$ 31.79 | \$ 20.94 | | | | | |
| 37 | 3 | Inflatable globe | | \$ 8.78 | \$ 7.20 | \$ 15.44 | \$ 28.49 | \$ 9.31 | | \$ 14.75 |
| 38 | 18 | Flashlights | | \$ 5.62 | \$ 8.04 | \$ 14.40 | \$ 18.99 | \$ 4.50 | \$ 11.93 | \$ 2.99 |
| 39 | 18 | Hula hoop (one per model) | | | | | | | | |
| 40 | 18 | Small lamp (one per model) | | \$ 11.42 | | | | | | |
| 41 | 18 | Extension cord (one per model) | | \$ 6.38 | | \$ 9.19 | | | | |
| 42 | 3 | rulers | | \$ 8.51 | \$ 0.84 | \$ 1.43 | | | \$ 1.07 | \$ 0.96 |
| Poplar Hill Elementary School Science/STEM Materials (STEM Lab) | | | | | | | | | | |
| 43 | 6 | Bee-Bot Programmable Robot | | \$ 417.61 | | | \$ 113.05 | | | |
| 44 | 2 | Bee-Bot Sequencing Cards | | | | | | | | |
| 45 | 1 | Ozobot Ari Classroom Kit | | | | | | | | |
| 46 | 6 | Snap Circuits Model SC-500R | | \$ 111.98 | | | | | | |
| 47 | 6 | Student Guidebook SC-500/S | | | | | | | | |
| 48 | 3 | Bambu Lab X1C 3D Printer (Combo) | | \$ 4,049.10 | | | | | | |
| 49 | 2 | VEX GO Bundle | | \$ 877.59 | | | | | | |
| 50 | 6 | Gratnells Tote Trays 12", Silver | | | | | | | | |
| 51 | 16 | Gratnells Tote Trays 6", Green | | \$ 21.15 | | | | | | |
| 52 | 12 | Osmo - Genius Starter Kit for Fire Tablet-5 Educational Learning Games-Ages 6-10-Spelling, Math & Creativity-STEM Toy Gifts-Boy & Girl-Ages 6 7 8 9 10(Osmo Fire Tablet Base Included-Amazon Exclusive) | | | | | | | | |

Bid #3814
Science Equipment
OHS, RHS, Poplar Hill Elem

| Item | Qty. | Item Description | Bio Corporation | Carolina Biological | Fisher Scientific | Flinn Scientific | Lakeshore Learning | Nasco Education | Quill | Wards Science |
|------------------------------|------|---|-----------------|---------------------|-------------------|------------------|--------------------|-----------------|-------|---------------|
| 53 | 12 | Osmo -Osmo-Coding Starter Kit for Fire Tablet-3 Educational Learning Games Ages 5-10+-Learn to Code,Coding Basics & Coding Puzzles-STEM Toy Gifts,Boy & Girl(Osmo Fire Tablet Base Included-Amazon Exclusive) | | | | | | | | |
| 54 | 12 | Amazon Fire 8" | | | | | | | | |
| 55 | 12 | Adafruit PyGamer Starter Kit | | | | | | | | |
| 56 | 25 | Floating Magnetic Rings Set | | \$ 6.52 | \$ 14.54 | | | \$ 5.36 | | |
| Oakland High School Addition | | | | | | | | | | |
| 1 | 50 | 20 mL beaker | | \$ 71.62 | \$ 6.67 | \$ 5.46 | | | | \$ 1.30 |
| 2 | 250 | 50 mL Beaker | | \$ 33.74 | \$ 2.81 | \$ 5.44 | | \$ 1.74 | | \$ 3.34 |
| 3 | 250 | 100 mL Beaker | | \$ 35.50 | \$ 3.25 | \$ 5.60 | | \$ 2.13 | | \$ 3.73 |
| 4 | 250 | 150 mL Beaker | | \$ 35.19 | \$ 3.08 | \$ 6.12 | | \$ 2.21 | | \$ 1.73 |
| 5 | 250 | 250 mL Beaker | | \$ 4.28 | \$ 3.25 | \$ 6.01 | | \$ 2.34 | | \$ 3.59 |
| 6 | 250 | 400 mL Beaker | | \$ 20.68 | \$ 4.38 | \$ 6.70 | | \$ 2.55 | | \$ 4.37 |
| 7 | 75 | 800 mL Beaker | | \$ 92.17 | \$ 10.39 | \$ 11.02 | | | | \$ 4.42 |
| 8 | 75 | 1000 mL Beaker | | \$ 49.04 | \$ 9.72 | \$ 14.82 | | \$ 5.31 | | \$ 5.04 |
| 9 | 250 | 125 mL Flask, Erlenmeyer | | \$ 39.38 | \$ 4.32 | \$ 6.16 | | \$ 4.42 | | \$ 2.35 |
| 10 | 250 | 250 mL Flask, Erlenmeyer | | \$ 39.78 | \$ 5.80 | \$ 5.36 | | \$ 5.18 | | \$ 2.74 |
| 11 | 25 | 10 mL Volumetric Flask | | \$ 18.57 | \$ 4.86 | \$ 23.09 | | | | \$ 5.78 |
| 12 | 25 | 50 mL Volumetric Flask | | \$ 121.80 | \$ 6.88 | \$ 28.76 | | \$ 8.96 | | \$ 5.95 |
| 13 | 25 | 100 ml Volumetric Flask | | \$ 123.61 | \$ 9.05 | \$ 33.42 | | \$ 10.76 | | \$ 38.39 |
| 14 | 25 | 250 mL Volumetric Flask | | \$ 166.26 | \$ 10.22 | \$ 40.46 | | | | \$ 11.83 |
| 15 | 25 | 500 mL Volumetric Flask | | \$ 191.79 | \$ 12.56 | \$ 50.05 | | \$ 20.66 | | \$ 68.21 |
| 16 | 25 | 1000 mL Volumetric Flask | | \$ 49.39 | \$ 17.76 | \$ 61.66 | | \$ 31.46 | | \$ 71.08 |
| 17 | 5 | 2000 mL Volumetric Flask | | \$ 62.44 | \$ 31.83 | \$ 92.35 | | | | |
| 18 | 25 | flask brush - for 250 mL | | \$ 9.75 | \$ 1.81 | \$ 4.98 | | | | \$ 4.40 |
| 19 | 25 | flask brush - for 500 mL | | \$ 10.98 | \$ 14.28 | \$ 8.24 | | | | \$ 4.59 |
| 20 | 25 | flask brush - for 1000 mL | | \$ 11.77 | \$ 17.33 | \$ 6.06 | | | | \$ 5.77 |
| 21 | 75 | 10 mL Grad.Cylinder | | \$ 5.78 | \$ 2.18 | \$ 6.83 | | \$ 1.40 | | \$ 4.36 |
| 22 | 75 | 25 mL Grad.Cylinder | | \$ 6.04 | \$ 4.15 | \$ 7.28 | | \$ 1.66 | | \$ 5.30 |
| 23 | 75 | 50 mL Grad. Cylinder | | \$ 6.79 | \$ 2.85 | \$ 8.44 | | \$ 1.91 | | \$ 7.61 |

Bid #3814
Science Equipment
OHS, RHS, Poplar Hill Elem

| Item | Qty. | Item Description | Bio Corporation | Carolina Biological | Fisher Scientific | Flinn Scientific | Lakeshore Learning | Nasco Education | Quill | Wards Science |
|------|------|------------------------------------|-----------------|---------------------|-------------------|------------------|--------------------|-----------------|-------|---------------|
| 24 | 75 | 100 mL Grad.Cylinder | | \$ 8.07 | \$ 3.32 | \$ 12.72 | | \$ 2.17 | | \$ 86.61 |
| 25 | 25 | 500 mL Grad.Cylinder | | \$ 57.24 | \$ 16.42 | \$ 54.50 | | | | \$ 24.41 |
| 26 | 25 | 1000 mL Grad.Cylinder | | \$ 87.76 | \$ 25.80 | \$ 78.82 | | | | \$ 14.68 |
| 27 | 100 | Watch Glass, Borosilicate | | \$ 3.57 | \$ 4.96 | \$ 3.20 | | | | \$ 3.40 |
| 28 | 100 | Evaporating Dish, Porcelain, Coors | | \$ 5.38 | \$ 2.81 | \$ 7.98 | | | | \$ 1.46 |
| 29 | 50 | Metal Crucibles with lids | | \$ 14.73 | \$ 11.22 | \$ 13.74 | | | | |
| 30 | 50 | Crucible, Porcelain with lids | | \$ 4.76 | \$ 19.60 | \$ 2.82 | | | | \$ 0.75 |
| 31 | 50 | Crucible, Porcelain with lids | | \$ 2.56 | \$ 2.55 | \$ 2.82 | | | | \$ 1.91 |
| 32 | 50 | Crucible, Porcelain with lids | | | \$ 2.55 | \$ 2.82 | | | | \$ 1.26 |
| 33 | 50 | Mortar and Pestle, Glass | | \$ 19.23 | \$ 38.09 | \$ 19.95 | | | | \$ 2.94 |
| 34 | 25 | Funnel, Standard Stem | | \$ 24.87 | \$ 4.72 | \$ 4.48 | | | | \$ 0.58 |
| 35 | 25 | Funnel, Standard Stem | | | \$ 7.71 | \$ 4.48 | | | | \$ 0.75 |
| 36 | 25 | Funnel, Standard Stem | | | \$ 14.74 | \$ 4.48 | | | | \$ 0.96 |
| 37 | 25 | Funnel, Short Stem, Fluted | | \$ 14.16 | \$ 4.61 | \$ 13.03 | | | | \$ 14.99 |
| 38 | 500 | Stirring Rods, Glass | | \$ 6.53 | \$ 9.38 | \$ 0.53 | | \$ 0.90 | | \$ 6.46 |
| 39 | 500 | Test Tubes with Rims | | \$ 13.67 | \$ 32.66 | \$ 0.75 | | | | \$ 45.21 |
| 40 | 100 | Test Tubes with Rims | | \$ 125.15 | \$ 50.92 | \$ 1.64 | | | | \$ 52.32 |
| 41 | 100 | Spirit-filled Thermometer | | | \$ 26.97 | \$ 14.51 | | \$ 17.96 | | \$ 3.66 |
| 42 | 120 | Dropping Pipet, Glass | | \$ 0.88 | \$ 5.49 | \$ 2.88 | | | | |
| 43 | 25 | Pipets pkg/500 | | \$ 123.43 | \$ 31.35 | \$ 29.72 | | \$ 29.70 | | \$ 19.28 |
| 44 | 50 | Burets - 50 mL | | \$ 16.98 | \$ 15.41 | \$ 16.92 | | \$ 18.86 | | \$ 5.10 |
| 45 | 100 | Burets - 100 mL | | \$ 183.46 | \$ 21.61 | \$ 26.57 | | | | |
| 46 | 50 | buret brush - for 50 mL | | | \$ 50.57 | \$ 3.90 | | | | \$ 2.85 |
| 47 | 50 | buret brush - for 100 mL | | | \$ 2.81 | \$ 3.10 | | | | |
| 48 | 10 | Stoppers, Rubber 1 lb. | | \$ 16.01 | \$ 8.71 | \$ 13.40 | | \$ 10.76 | | \$ 9.82 |
| 49 | 10 | Stoppers, Rubber 1 lb. | | | \$ 8.71 | \$ 13.40 | | \$ 10.76 | | \$ 7.03 |
| 50 | 10 | Rubber Stoppers Assortment 1 lb. | | \$ 16.01 | \$ 12.40 | \$ 14.20 | | \$ 10.58 | | \$ 7.22 |
| 51 | 10 | Stoppers, Cork pkg 100 | | \$ 18.48 | \$ 9.15 | \$ 16.14 | | | | \$ 15.20 |
| 52 | 75 | Beaker Tongs | | \$ 10.80 | \$ 4.19 | \$ 8.39 | | \$ 9.14 | | \$ 4.13 |
| 53 | 75 | Crucible Tongs | | \$ 7.50 | \$ 2.10 | \$ 7.97 | | \$ 6.26 | | \$ 3.81 |
| 54 | 75 | Test Tube Clamps | | \$ 2.47 | \$ 1.31 | \$ 3.54 | | \$ 2.66 | | \$ 1.83 |

Bid #3814
Science Equipment
OHS, RHS, Poplar Hill Elem

| Item | Qty. | Item Description | Bio Corporation | Carolina Biological | Fisher Scientific | Flinn Scientific | Lakeshore Learning | Nasco Education | Quill | Wards Science |
|------|------|--|-----------------|---------------------|-------------------|------------------|--------------------|-----------------|-------|---------------|
| 55 | 150 | Test Tube Brushes | | \$ 3.09 | \$ 1.17 | \$ 2.57 | | | | \$ 0.76 |
| 56 | 50 | Brushes | | | \$ 2.31 | \$ 7.94 | | | | |
| 57 | 75 | Beaker Brush | | \$ 24.47 | \$ 15.24 | \$ 13.37 | | | | \$ 24.75 |
| 58 | 50 | Smart Spatula (disposable) | | \$ 10.89 | \$ 44.32 | \$ 45.78 | | | | \$ 26.06 |
| 59 | 125 | Scoop without handle | | \$ 2.38 | \$ 6.18 | \$ 2.49 | | \$ 1.28 | | \$ 1.38 |
| 60 | 250 | Inoculating Loop | | \$ 3.68 | \$ 2.61 | \$ 3.08 | | \$ 1.76 | | \$ 2.10 |
| 61 | 10 | Thermometer Storage Rack | | \$ 62.62 | \$ 48.84 | \$ 46.31 | | | | |
| 62 | 75 | Test Tube Rack - Wood | | \$ 17.99 | \$ 29.15 | \$ 16.58 | | | | \$ 21.40 |
| 63 | 10 | Buret Rack, Flinn | | \$ 42.29 | \$ 34.14 | \$ 72.24 | | | | \$ 36.48 |
| 64 | 5 | Pipet Support Stand | | \$ 89.10 | \$ 50.92 | \$ 33.96 | | | | |
| 65 | 100 | Wire Gauze | | \$ 3.34 | \$ 9.38 | \$ 3.13 | | \$ 16.20 | | \$ 1.10 |
| 66 | 50 | pipet bulb - up for 25 mL | | \$ 19.58 | \$ 8.99 | \$ 16.07 | | \$ 12.56 | | |
| 67 | 50 | volumetric pipet - 2 mL | | \$ 10.32 | \$ 5.49 | \$ 8.50 | | | | \$ 6.49 |
| 68 | 50 | volumetric pipet - 5 mL | | \$ 11.60 | \$ 5.49 | \$ 10.16 | | | | \$ 7.63 |
| 69 | 50 | volumetric pipet - 10 mL | | \$ 10.32 | \$ 5.49 | \$ 11.10 | | | | \$ 7.56 |
| 70 | 50 | volumetric pipet - 25 mL | | \$ 20.77 | \$ 5.53 | \$ 17.92 | | | | \$ 8.24 |
| 71 | 100 | Bunsen Burner Rings, Support w/Rod Clamp | | \$ 9.88 | \$ 7.37 | \$ 10.71 | | \$ 8.50 | | \$ 8.42 |
| 72 | 100 | Ring Stand | | \$ 23.24 | \$ 35.38 | \$ 28.48 | | \$ 13.28 | | \$ 24.20 |
| 73 | 100 | Bunsen Burner - Tirrill | | \$ 32.90 | \$ 36.35 | \$ 32.75 | | \$ 34.65 | | \$ 36.68 |
| 74 | 100 | Bunsen burner Tubing | | \$ 18.12 | \$ 18.59 | \$ 16.51 | | \$ 15.26 | | \$ 19.95 |
| 75 | 75 | Microscale Reaction Plates - plastic | | \$ 30.42 | \$ 351.20 | \$ 4.24 | | \$ 4.21 | | \$ 23.97 |
| 76 | 50 | spot plate - porcelain | | \$ 12.13 | \$ 2.58 | \$ 10.86 | | \$ 5.36 | | \$ 4.39 |
| 77 | 100 | Triangle, Pipe Stem | | \$ 2.51 | \$ 1.24 | \$ 2.88 | | | | \$ 1.35 |
| 78 | 100 | Double Buret Clamp | | \$ 18.34 | \$ 13.74 | \$ 28.56 | | | | \$ 15.26 |
| 79 | 100 | Single Buret Clamp | | \$ 11.77 | \$ 5.76 | \$ 11.83 | | \$ 9.45 | | \$ 5.91 |
| 80 | 0 | Thermometer Clamp | | \$ 21.30 | \$ 4.39 | \$ 20.53 | | \$ 6.76 | | |
| 81 | 200 | Aprons | *\$2.95 | \$ 16.36 | \$ 7.87 | \$ 22.76 | | \$ 13.49 | | \$ 8.78 |
| 82 | 200 | Goggles | *\$4.50 | \$ 14.02 | \$ 1.53 | \$ 11.92 | | \$ 8.46 | | \$ 2.82 |
| 83 | 5 | Glass Disposal Container | | \$ 59.09 | \$ 43.62 | \$ 47.20 | | | | \$ 31.79 |
| 84 | 100 | Wash Bottle, Safety Labeled | | \$ 6.00 | \$ 8.90 | \$ 6.53 | | | | |
| 85 | 50 | Amazon Electric Balance | | \$ 242.55 | \$ 122.15 | | | | | |

Bid #3814
Science Equipment
OHS, RHS, Poplar Hill Elem

| Item | Qty. | Item Description | Bio Corporation | Carolina Biological | Fisher Scientific | Flinn Scientific | Lakeshore Learning | Nasco Education | Quill | Wards Science |
|------|------|--|-----------------|---------------------|-------------------|------------------|--------------------|-----------------|---------|---------------|
| 86 | 25 | Amazon Electric Balance | | \$ 502.74 | \$ 191.97 | | | | | |
| 87 | 20 | amazon Wall mount drying rack | | \$ 197.28 | \$ 196.65 | | | | | |
| 88 | 5 | Periodic Table, Giant | | \$ 197.28 | \$ 166.45 | \$ 179.52 | | \$ 227.75 | | |
| 89 | 100 | Dropping Bottle-Clear Glass, Square, 15ml | | | \$ 17.09 | \$ 4.60 | | \$ 20.03 | | \$ 2.31 |
| 90 | 100 | Dropping Bottle-Clear Glass, Square, 30ml | | \$ 2.16 | \$ 1.88 | \$ 4.60 | | | | \$ 2.68 |
| 91 | 100 | Dropping Bottle-Amber Glass, Round, 30 mL | | \$ 30.96 | \$ 2.08 | \$ 2.72 | | | | \$ 0.49 |
| 92 | 50 | tote tray | | | \$ 11.89 | \$ 17.36 | | | | \$ 16.31 |
| 93 | 50 | Hot Plate, Flinn | | \$ 499.21 | \$ 232.38 | \$ 323.40 | | | | \$ 368.71 |
| 94 | 50 | Hot Plate/Magnetic Stirrer, Flinn | | \$ 484.22 | \$ 357.89 | \$ 508.20 | | | | \$ 433.16 |
| 95 | 5 | Desiccator, Scheibler | | \$ 59.98 | \$ 62.98 | \$ 72.00 | | | | \$ 143.50 |
| 96 | 5 | desiccator plate - porcelain | | | \$ 16.10 | \$ 48.60 | | | | \$ 48.99 |
| 97 | 5 | desicant | | | \$ 21.94 | \$ 30.45 | | | | \$ 60.51 |
| 98 | 5 | Stopcock Grease | | | \$ 34.07 | \$ 43.02 | | | | \$ 58.10 |
| 99 | 25 | Beads, Solid, Boiling | | \$ 105.00 | \$ 28.72 | \$ 12.28 | | | | \$ 79.72 |
| 100 | 50 | Nitrile Acid Gloves Pair Size 8 | | \$ 4.14 | \$ 17.12 | \$ 4.04 | | | | |
| 101 | 50 | Nitrile Acid Gloves pair Size 10 | | \$ 4.14 | \$ 16.39 | \$ 4.04 | | | | |
| 102 | 5 | Zetex Gloves 11" Length pair | | \$ 73.60 | \$ 114.15 | \$ 76.71 | | | | |
| 103 | 5 | gloves for sharps | | \$ 13.18 | \$ 9.41 | \$ 17.00 | | | | |
| 104 | 150 | gloves, terrycloth | | \$ 2.60 | \$ 13.45 | \$ 5.60 | | | | |
| 105 | 5 | Meter Stick, Hardwood | | \$ 5.03 | \$ 3.71 | \$ 5.42 | | \$ 2.42 | | \$ 4.46 |
| 106 | 10 | Organic Modeling Kits for students, 6 Sets | | \$ 46.57 | \$ 26.47 | \$ 81.58 | | | | |
| 107 | 10 | Inorganic Modeling Kits for students, 6 Sets | | \$ 15.12 | \$ 28.31 | \$ 111.20 | | | | |
| 108 | 50 | Spectroscope | | \$ 12.66 | \$ 5.19 | \$ 11.64 | | \$ 9.86 | | \$ 5.72 |
| 109 | 50 | Wax Pencil Set | | | | \$ 4.80 | | | | |
| 110 | 50 | Filter Paper, Qualitative, pkgs/100 | | \$ 7.88 | \$ 5.26 | \$ 6.10 | | \$ 5.40 | | \$ 4.74 |
| 111 | 50 | Filter Paper, Qualitative, pkgs/100 | | \$ 8.59 | \$ 6.37 | \$ 7.56 | | \$ 6.75 | | \$ 3.93 |
| 112 | 50 | Filter Paper, Qualitative, pkgs/100 | | \$ 5.17 | \$ 20.94 | \$ 19.52 | | | | \$ 8.03 |
| 113 | 75 | Timer, Stopwatch, Flinn | | \$ 11.82 | \$ 21.27 | \$ 13.66 | | | | \$ 2.02 |
| 114 | 50 | Deflagration Spoon | | \$ 3.88 | \$ 3.10 | \$ 6.52 | | \$ 8.06 | | \$ 6.61 |
| 115 | 50 | Ruler, Metric/English, Transparent | | \$ 7.89 | \$ 0.84 | \$ 1.52 | | | \$ 1.18 | \$ 0.96 |
| 116 | 50 | Weighing Dishes, Disposable, pkg 500 | | \$ 42.47 | \$ 30.65 | \$ 40.21 | | \$ 43.16 | | \$ 18.60 |

Bid #3814
Science Equipment
OHS, RHS, Poplar Hill Elem

| Item | Qty. | Item Description | Bio Corporation | Carolina Biological | Fisher Scientific | Flinn Scientific | Lakeshore Learning | Nasco Education | Quill | Wards Science |
|------|------|--|-----------------|---------------------|-------------------|------------------|--------------------|-----------------|-------|---------------|
| 117 | 5 | Flinn Benchtop Water distiller | | \$ 736.47 | | \$ 385.56 | | | | |
| 118 | 10 | Bottle, Carboy, Rectangular HDPE | | *\$50.98 | *\$79.73 | \$ 129.27 | | | | \$ 109.97 |
| 119 | 5 | Flinn Chemical Storage Pattern Poster | | | | \$ 5.94 | | | | |
| 120 | 2 | Fliin MSDS Library - Hard Copy | | | | \$ 265.20 | | | | |
| 121 | 10 | Signs, Safety | | \$ 20.20 | \$ 10.55 | \$ 25.76 | | | | \$ 28.74 |
| 122 | 5 | Signs, Safety | | \$ 14.73 | \$ 24.83 | \$ 25.20 | | | | |
| 123 | 5 | Signs, Safety | | \$ 20.20 | \$ 25.60 | \$ 26.22 | | | | |
| 124 | 5 | Signs, Safety | | \$ 20.20 | \$ 28.96 | \$ 25.07 | | | | |
| 125 | 50 | Hot Vessel Gripping Device | | \$ 23.02 | \$ 13.41 | \$ 22.54 | | | | \$ 15.96 |
| 126 | 5 | Demo Tray, Large | | *\$10.94 | \$ 119.60 | \$ 87.36 | | | | |
| 127 | 5 | Organic Teacher Model Set | | | \$ 60.97 | \$ 54.38 | | | | |
| 128 | 5 | organic and inorganic teacher modeling kid]t | | \$ 78.66 | \$ 31.25 | \$ 60.80 | | | | |
| 129 | 50 | Magnetic Stirring Bars | | \$ 10.49 | \$ 86.16 | \$ 31.47 | | | | \$ 16.04 |
| 130 | 5 | Tesla Coil with ON/OFF Switch | | | \$ 378.02 | \$ 353.04 | | | | \$ 356.56 |
| 131 | 5 | Spectrum Tube System | | \$ 281.86 | \$ 205.00 | \$ 220.32 | | | | \$ 220.55 |
| 132 | 5 | Spectrum Tube (Neon) - emits red-orange light | | \$ 52.56 | \$ 20.94 | \$ 41.52 | | \$ 36.86 | | \$ 33.63 |
| 133 | 5 | Spectrum Tube (hydrogen) - emits magenta light | | \$ 52.92 | \$ 20.94 | \$ 41.52 | | \$ 36.86 | | \$ 33.63 |
| 134 | 5 | Spectrum Tube (helium) - emits orange light | | \$ 52.35 | \$ 20.94 | \$ 41.52 | | \$ 36.86 | | \$ 33.63 |
| 135 | 5 | Spectrum Tube (nitrogen) - emits yellow-orange | | \$ 52.97 | \$ 20.94 | \$ 41.92 | | \$ 36.86 | | \$ 33.63 |
| 136 | 5 | Spectrum Tube (Argon) - emits violet light | | \$ 52.30 | \$ 20.94 | \$ 41.92 | | \$ 36.86 | | \$ 38.98 |
| 137 | 5 | Parafilm | | \$ 36.21 | \$ 28.24 | \$ 31.01 | | \$ 36.86 | | \$ 25.83 |
| 138 | 5 | Parafilm | | \$ 30.21 | \$ 36.82 | \$ 27.74 | | \$ 31.46 | | \$ 24.28 |
| 139 | 5 | amazon oven - lab | | \$ 661.50 | | | | | | |
| 140 | 5 | amazon water bath | | \$ 610.15 | \$ 346.15 | | | | | |
| 141 | 5 | Goggle cabinet | | \$ 674.73 | \$ 619.75 | \$ 671.16 | | \$ 769.50 | | \$ 686.26 |
| 142 | 25 | 60 mL storage bottles - set of 6 (amazon) | | | \$ 27.45 | | | | | |
| 143 | 75 | 100 mL storage bottles - set of 2 (amazon) | | \$ 1.90 | \$ 22.27 | | | | | |
| 144 | 75 | 250 mL storage bottles - set of 2 (amazon) | | \$ 2.20 | \$ 64.66 | | | | | |
| 145 | 75 | 500 mL storage bottles - set of 2 (amazon) | | \$ 3.26 | \$ 78.02 | | | | | |
| 146 | 75 | 1000 mL storage bottles - set of 2 (amazon) | | \$ 6.08 | \$ 62.23 | | | | | |

Bid #3814
Science Equipment
OHS, RHS, Poplar Hill Elem

| Item | Qty. | Item Description | Bio Corporation | Carolina Biological | Fisher Scientific | Flinn Scientific | Lakeshore Learning | Nasco Education | Quill | Wards Science |
|------|------|-------------------------------------|-----------------|---------------------|-------------------|------------------|--------------------|-----------------|-------|---------------|
| 147 | 50 | Calorimeter | | \$ 42.73 | \$ 19.43 | \$ 11.00 | | | | |
| 148 | 200 | Visor Goggles | | | \$ 6.64 | \$ 10.82 | | | | \$ 10.70 |
| 149 | 5 | Amazon Tabletop dishwater | | | | | | | | |
| 150 | 13 | heavy duty plastic service cart | | \$ 285.15 | \$ 263.31 | | | | | \$ 311.91 |
| 151 | 20 | Labquest 3 Interface | | | \$ 394.03 | \$ 425.25 | | | | \$ 360.09 |
| 152 | 20 | (2)temperature probes | | \$ 79.01 | \$ 44.81 | \$ 40.20 | | | | \$ 40.02 |
| 153 | 20 | pH Sensor | | \$ 109.01 | \$ 105.40 | \$ 94.59 | | | | \$ 93.37 |
| 154 | 20 | Gas Pressure sensor | | \$ 105.01 | \$ 102.06 | \$ 105.62 | | | | \$ 91.55 |
| 155 | 20 | Voltage Probe | | \$ 95.01 | \$ 14.16 | \$ 16.01 | | | | \$ 12.18 |
| 156 | 20 | Conductivity Probe | | \$ 129.01 | \$ 129.34 | | | | | \$ 112.23 |
| 157 | 20 | Colorimeter | | \$ 135.01 | \$ 125.28 | \$ 148.40 | | | | \$ 111.36 |
| 158 | 20 | Drop Counter | | \$ 115.01 | \$ 108.22 | \$ 112.50 | | | | \$ 94.83 |
| 159 | 20 | Motion Detector | | \$ 129.01 | \$ 106.16 | \$ 119.39 | | | | \$ 93.58 |
| 160 | 20 | Dual-range Force Sensor | | \$ 124.01 | \$ 124.90 | \$ 133.14 | | | | \$ 107.88 |
| 161 | 20 | Microphone | | \$ 99.01 | \$ 54.75 | \$ 57.42 | | | | \$ 47.85 |
| 162 | 20 | Differential Voltage Probe | | \$ 95.01 | \$ 48.78 | \$ 46.80 | | | | \$ 42.63 |
| 163 | 20 | Low-g Accelerometer | | \$ 99.01 | \$ 98.44 | \$ 112.19 | | | | \$ 86.13 |
| 164 | 20 | Light Sensor | | \$ 99.01 | \$ 68.30 | \$ 69.17 | | | | \$ 60.03 |
| 165 | 20 | (2) Vernier Photogates | | \$ 105.01 | \$ 53.95 | \$ 54.04 | | | | \$ 47.85 |
| 166 | 20 | UltraPulley attachment | | *\$12.01 | \$ 23.95 | \$ 32.75 | | | | \$ 20.88 |
| 167 | 20 | Picket Fence | | \$ 10.01 | \$ 10.17 | \$ 11.97 | | | | \$ 8.70 |
| 168 | 20 | Magnetic Field Sensor | | | \$ 68.37 | \$ 69.30 | | | | \$ 60.03 |
| 169 | 20 | (2) Current Probes | | \$ 99.01 | \$ 48.77 | \$ 46.80 | | | | \$ 42.63 |
| 170 | 20 | Power Amplifier | | \$ 249.01 | \$ 246.76 | | | | | \$ 221.42 |
| 171 | 20 | Power Amplifier, Accessaory Speaker | | \$ 155.01 | \$ 154.30 | | | | | \$ 134.85 |
| 172 | 20 | Hand-grip Heart Rate Monitor | | \$ 129.01 | \$ 127.60 | | | | | \$ 112.23 |
| 173 | 20 | CO ₂ Gas Sensor | | \$ 229.01 | \$ 294.76 | \$ 335.21 | | | | \$ 260.13 |
| 174 | 20 | O ₂ Gas Sensor | | \$ 219.01 | \$ 219.08 | \$ 206.72 | | | | \$ 194.78 |
| 175 | 20 | Dissolved Oxygen Probe | | *\$385.01 | *\$219.08 | | | | | |
| 176 | 20 | EKG Sensor | | \$ 175.01 | \$ 178.19 | \$ 188.03 | | | | \$ 155.73 |
| 177 | 20 | BioChamber250 | | \$ 9.01 | \$ 8.88 | | | | | \$ 7.83 |

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Science Equipment
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|------|------|--|-----------------|---------------------|-------------------|------------------|--------------------|-----------------|-------|---------------|
| 178 | 20 | BioChamber2000 | | \$ 22.01 | \$ 21.95 | | | | | \$ 19.14 |
| 179 | 20 | Respiration Monitor Belt | | \$ 63.01 | \$ 61.74 | \$ 73.03 | | | | \$ 54.81 |
| 180 | 20 | Soil Moisture Sensor | | \$ 148.01 | \$ 147.98 | | | | | \$ 128.76 |
| 181 | 20 | TurbiditySensor | | \$ 148.01 | \$ 123.28 | | | | | \$ 110.21 |
| 182 | 20 | Relative Humidity Sensor | | \$ 461.01 | \$ 79.71 | \$ 77.46 | | | | \$ 68.73 |
| 183 | 20 | UVB Sensor | | \$ 99.01 | \$ 118.86 | | | | | \$ 103.53 |
| 184 | 1 | Logger Pro3 software | | | *\$394.02 | \$ 311.15 | | | | |
| 185 | 1 | Chemistry with Vernier lab book | | \$ 52.01 | \$ 58.53 | \$ 54.47 | | | | \$ 51.33 |
| 186 | 1 | Physics Lab Book | | \$ 52.01 | \$ 58.53 | \$ 55.36 | | | | \$ 51.33 |
| 187 | 1 | Biology Lab Book | | \$ 59.01 | \$ 58.53 | | | | | \$ 51.33 |
| 188 | 1 | Physical Science with Vernier | | \$ 52.01 | \$ 58.53 | \$ 52.70 | | | | \$ 51.33 |
| 189 | 1 | Environmental Science Lab Book | | \$ 59.01 | \$ 58.53 | | | | | \$ 51.33 |
| 190 | 10 | Human Skin Cancer Disk Set Model | | \$ 73.84 | | | | \$ 67.01 | | \$ 63.65 |
| 191 | 1 | Enlarged Skin Model | \$ 27.40 | \$ 224.50 | \$ 381.90 | | | | | \$ 92.40 |
| 192 | 1 | Cutaneous Sensations Kit | | \$ 116.77 | | | | | | |
| 193 | 1 | Types of Skin Microscope Slide Set | | \$ 62.10 | | | | | | \$ 67.14 |
| 194 | 1 | Integumentary System Slide Set | | \$ 77.40 | | | | | | |
| 195 | 1 | Human Skull, Color Coded, Plastic | | \$ 363.55 | \$ 65.66 | | | \$ 157.12 | | \$ 82.23 |
| 196 | 1 | Human Flexible Vertebral Column, Color Coded | | \$ 219.51 | \$ 105.19 | | | \$ 197.10 | | \$ 122.77 |
| 197 | 1 | Skeletal System Slide Set | | \$ 73.80 | | | | | | |
| 198 | 1 | ATP Muscle Kit | | \$ 187.65 | *\$104.52 | | | | | \$ 116.40 |
| 199 | 1 | Human Limb Models Set | | \$ 1,880.10 | \$ 1,580.53 | | | | | \$ 2,622.20 |
| 200 | 1 | Functional Sarcomere Model | | \$ 1,388.34 | | | | | | \$ 947.43 |
| 201 | 1 | Human Regional Brain Model (color-coded) | *\$22.35 | \$ 235.84 | \$ 101.84 | | | \$ 134.10 | | \$ 131.28 |
| 202 | 1 | Human Vertebrae Spinal Cord Dissection Model | | \$ 196.38 | | | | | | |
| 203 | 1 | Human Spinal Cord Models Set | | \$ 449.95 | | | | \$ 358.02 | | \$ 308.94 |
| 204 | 1 | Human Neuron Model | | \$ 534.24 | \$ 101.17 | | | | | \$ 336.78 |
| 205 | 1 | Human Eye Model | *\$22.35 | \$ 141.25 | \$ 84.19 | | | | | \$ 65.25 |
| 206 | 1 | Human Ear Model | \$ 77.60 | \$ 139.59 | \$ 100.50 | | | \$ 98.96 | | \$ 156.14 |
| 207 | 1 | Reflexes and Reactions Kit | | \$ 107.19 | | | | | | |

Bid #3814
Science Equipment
OHS, RHS, Poplar Hill Elem

| Item | Qty. | Item Description | Bio Corporation | Carolina Biological | Fisher Scientific | Flinn Scientific | Lakeshore Learning | Nasco Education | Quill | Wards Science |
|--------------------------------|------|--|-----------------|---------------------|-------------------|------------------|--------------------|-----------------|-------|---------------|
| 208 | 1 | Nervous System Slide Set | | \$ 168.30 | | | | | | |
| 209 | 1 | Human Endocrine Organs Model | | \$ 268.69 | | | | | | |
| 210 | 1 | Kidney and Adrenal Gland Model | | \$ 221.76 | *\$36.68 | | | | | \$ 126.56 |
| 211 | 1 | Human Female Ovary Model | | \$ 768.82 | | | | | | \$ 507.49 |
| 212 | 1 | Type 2 Diabetes Model | | \$ 204.12 | | | | \$ 220.50 | | \$ 181.28 |
| 213 | 1 | Pathology of Human Thyroid Model | | \$ 70.47 | | | | | | |
| 214 | 1 | Pathology of Human Pancreas, Duodenum, Gallbladder Model | | \$ 54.94 | | | | | | |
| 215 | 1 | Human Ovary Model | | \$ 150.16 | | | | \$ 205.54 | | |
| 216 | 1 | Human Male Reproductive Model Set | *\$25.55 | \$ 205.06 | | | | | | |
| 217 | 1 | Human Thyroid Model Set | \$ 86.95 | \$ 91.80 | | | | | | \$ 95.02 |
| 218 | 1 | Endocrine System Slide Set | | \$ 41.35 | | | | | | |
| 219 | 1 | EKG Sensor | | \$ 175.01 | \$ 178.19 | | | | | |
| 220 | 1 | Comprehensive Urine Exam Analysis (sim.) | | \$ 197.73 | | | | | | \$ 184.61 |
| 221 | 1 | Immunodetective Investigation | | \$ 196.69 | | | | | | |
| 222 | 1 | Atlay Human Resp. System Model, 2 parts | | \$ 232.33 | \$ 137.35 | | | | | |
| 223 | 1 | Human Sinus Model | \$ 77.30 | \$ 81.90 | | | | | | \$ 84.15 |
| 224 | 10 | Fingertip Pulse Oximeter | | \$ 66.55 | \$ 48.91 | | | \$ 31.45 | | \$ 30.95 |
| 225 | 1 | Atlay Human Digestive System Model | | \$ 394.33 | \$ 550.07 | | | \$ 578.34 | | \$ 212.10 |
| 226 | 2 | Portable Dry Spirometer | | \$ 261.76 | \$ 270.50 | | | | | \$ 138.69 |
| 227 | 2 | Lab-Aids Food Nutrient Analysis Kit | | \$ 147.60 | | | | \$ 138.56 | | \$ 130.70 |
| Riverdale High School Addition | | | | | | | | | | |
| 1 | 7 | Laboratory Cart | | \$ 231.97 | \$ 652.96 | \$ 338.52 | | \$ 632.05 | | \$ 257.12 |
| 2 | 40 | 1000-mL Beakers | | \$ 19.18 | \$ 2.58 | \$ 6.10 | | \$ 6.26 | | \$ 1.53 |
| 3 | 40 | 500-mL Beakers | | \$ 22.18 | \$ 4.69 | \$ 4.09 | | \$ 3.83 | | |
| 4 | 35 | 10 mL Grad. Cylinder | | \$ 5.82 | \$ 3.08 | \$ 5.36 | | \$ 3.74 | | \$ 5.78 |
| 5 | 35 | 25 mL Grad. Cylinder | | \$ 6.88 | \$ 4.09 | \$ 6.60 | | \$ 4.64 | | \$ 5.88 |
| 6 | 7 | Funnel, Short Stem, Fluted | | \$ 14.16 | \$ 5.40 | \$ 10.69 | | | | \$ 14.99 |
| 7 | 35 | Stirring Rods, Glass | | \$ 6.53 | \$ 9.38 | \$ 0.53 | | \$ 0.90 | | \$ 5.83 |
| 8 | 7 | Test Tube Brushes | | \$ 3.13 | \$ 1.05 | \$ 2.17 | | | | \$ 1.32 |
| 9 | 7 | Test Tube Brushes | | \$ 3.26 | \$ 1.41 | \$ 2.27 | | | | \$ 1.76 |

Bid #3814
Science Equipment
OHS, RHS, Poplar Hill Elem

| Item | Qty. | Item Description | Bio Corporation | Carolina Biological | Fisher Scientific | Flinn Scientific | Lakeshore Learning | Nasco Education | Quill | Wards Science |
|------|------|---|-----------------|---------------------|-------------------|------------------|--------------------|-----------------|---------|---------------|
| 10 | 7 | Beaker Brush | | \$ 10.89 | \$ 15.24 | \$ 9.42 | | | | \$ 9.84 |
| 11 | 7 | Fire Blanket with case | | \$ 154.35 | \$ 237.46 | \$ 130.40 | | | | \$ 96.73 |
| 12 | 7 | Glass Disposal Container | | \$ 59.09 | \$ 33.81 | \$ 47.20 | | | | \$ 31.79 |
| 13 | 4 | Beaker Drying Rack | | | \$ 189.13 | \$ 153.12 | | | | \$ 152.93 |
| 14 | 7 | Hot Plate/Magnetic Stirrer, Flinn | | \$ 484.22 | \$ 409.45 | \$ 508.20 | | \$ 260.00 | | \$ 433.16 |
| 15 | 28 | Flinn Scientific Electronic Balance | | | \$ 291.61 | \$ 312.64 | | | | \$ 256.55 |
| 16 | 17 | 5-gallon Plastic Bucket | | | \$ 60.97 | \$ 20.28 | | \$ 10.43 | | |
| 17 | 6 | Biology Periodic Table Poster | | | | \$ 52.60 | | | | |
| 18 | 1 | Periodic Table | | | \$ 58.63 | \$ 65.28 | | | | |
| 19 | 4 | Metal Flammable Cabinet | | | \$ 1,518.00 | \$ 1,616.28 | | | | |
| 20 | 2 | LabQuest Mini | | | \$ 188.85 | \$ 192.86 | | | | \$ 164.43 |
| 21 | 1 | Glass Tubing Cutter | | \$ 16.58 | \$ 34.11 | \$ 15.42 | | | | \$ 15.44 |
| 22 | 2 | Beral Pipets | | \$ 8.51 | \$ 36.18 | \$ 31.70 | | \$ 29.70 | | \$ 19.28 |
| 23 | 7 | Fire Extinguisher | | \$ 50.98 | \$ 118.36 | \$ 74.04 | | | | \$ 95.33 |
| 24 | 2 | Weigh Dishes | | \$ 42.47 | \$ 30.65 | \$ 40.21 | | \$ 43.16 | | \$ 18.60 |
| 25 | 7 | Gloves, Nitrile, Acid-Resistant | | \$ 4.36 | \$ 31.14 | \$ 4.04 | | | | |
| 26 | 4 | Parafilm | | \$ 30.82 | \$ 36.82 | \$ 27.74 | | \$ 31.46 | | \$ 24.28 |
| 27 | 4 | Nitrile Gloves | \$ 14.00 | \$ 22.00 | \$ 9.77 | \$ 19.69 | | \$ 16.96 | \$ 4.53 | \$ 15.14 |
| 28 | 4 | Nitrile Gloves | \$ 14.00 | \$ 22.00 | \$ 9.73 | \$ 19.69 | | \$ 16.96 | \$ 4.46 | \$ 12.89 |
| 29 | 4 | Nitrile Gloves | \$ 14.00 | \$ 22.00 | \$ 9.77 | \$ 19.69 | | \$ 16.96 | \$ 4.54 | \$ 16.05 |
| 30 | 4 | Nitrile Gloves | | \$ 22.00 | \$ 9.77 | \$ 19.69 | | \$ 16.96 | \$ 4.71 | \$ 16.05 |
| 31 | 16 | Thermometer | | \$ 6.62 | \$ 1.94 | \$ 6.01 | | \$ 3.61 | | \$ 2.87 |
| 32 | 3 | Thermometer Storage Rack | | \$ 62.62 | \$ 48.84 | \$ 43.38 | | \$ 42.26 | | \$ 29.94 |
| 33 | 10 | How to Read a GHS Label Poster | | | | \$ 15.92 | | | | |
| 34 | 1 | Flinn Safety Data Sheet Library | | | | \$ 265.20 | | | | |
| 35 | 4 | Compatible Chemical Family Shelf Labels | | \$ 6.97 | | \$ 7.40 | | | | |
| 36 | 10 | Flinn Chemical Storage Pattern Poster | | | | \$ 5.28 | | | | |
| 37 | 7 | Signs, Safety | | \$ 20.20 | \$ 10.55 | \$ 25.76 | | | | \$ 28.74 |
| 38 | 7 | Signs, Safety | | \$ 14.73 | \$ 24.83 | \$ 23.72 | | | | |
| 39 | 7 | Hot Vessel Gripping Device | | \$ 10.80 | \$ 16.42 | \$ 21.22 | | \$ 9.71 | | \$ 15.96 |
| 40 | 4 | Stool, Step, Kik Step | | \$ 153.47 | \$ 154.47 | \$ 115.82 | | | | \$ 84.35 |

Bid #3814
Science Equipment
OHS, RHS, Poplar Hill Elem

| Item | Qty. | Item Description | Bio Corporation | Carolina Biological | Fisher Scientific | Flinn Scientific | Lakeshore Learning | Nasco Education | Quill | Wards Science |
|------|------|---|-----------------|---------------------|-------------------|------------------|--------------------|-----------------|---------|---------------|
| 41 | 40 | Ruler, Metric/English, Transparent | | \$ 3.88 | \$ 0.84 | \$ 1.52 | | | | \$ 0.96 |
| 42 | 2 | Magnetic Stirring Bars | | \$ 10.49 | \$ 58.08 | \$ 29.62 | | | | \$ 16.04 |
| 43 | 2 | Flinn Spill Control Center | | \$ 68.44 | \$ 117.92 | \$ 200.00 | | | | |
| 44 | 7 | Counter Brush | | \$ 17.55 | \$ 16.51 | \$ 10.06 | | | \$ 9.96 | \$ 13.72 |
| 45 | 1 | Ultraviolet Lamp, Handheld | | \$ 26.05 | \$ 45.23 | \$ 35.99 | | | | \$ 44.93 |
| 46 | 1 | Black light Replacement Tube | | | \$ 20.20 | \$ 17.92 | | | | |
| 47 | 1 | Plant Light Bank | | \$ 342.00 | | | | \$ 525.03 | | |
| 48 | 12 | PTC Paper | | \$ 4.77 | \$ 19.77 | | | \$ 3.44 | | \$ 3.36 |
| 49 | 16 | Scalpel Handles | | \$ 5.47 | \$ 3.54 | | | \$ 4.72 | | \$ 1.29 |
| 50 | 2 | Scalpel Blades | | \$ 8.73 | \$ 4.84 | | | | | \$ 1.22 |
| 51 | 5 | Safety Blade Remover | | \$ 8.77 | \$ 13.98 | | | | | \$ 9.29 |
| 52 | 4 | Plastic Cubicle Pocket File- Wall Mountable | | | \$ 23.93 | | | | | |

Mailed to 24 vendors

*Bid does not meet specifications

16 vendors did not respond

**Some sections awarded together for overall best bid in those areas

Recommend: Motion to award to lowest and best bid as highlighted in the spreadhseet above.

To be funded through Building Program and General Purpose Fund

Bid #3815**Used Textbooks**

| Company | Used Textbooks (Lump Sum Total) |
|----------------------------|------------------------------------|
| Walrus Book Company | \$ 2,112.00 |

Mailed to 10 vendors

7 vendors did not respond

Recommend: Motion to approve the sell of used books to
Walrus Book as the highest bidder shown.

Bid #3816
Kitchen Equipment

| Item # | Item Description | Chef's Depot | Douglas Equipment | Dykes Foodservice | Jackson Restaurant | Mobile Fixture | Pueblo Hotel dba Grady's | Singer H&R | Trimark USA |
|--------|---|---------------|-------------------|-------------------|--------------------|----------------|--------------------------|---------------|---------------|
| 1 | Smyrna Primary - Dish Machine | \$ 62,084.93 | \$ 59,093.63 | \$ 63,373.67 | | \$ 52,155.00 | \$ 64,859.89 | \$ 50,585.94 | \$ 59,705.00 |
| 2 | Smyrna Primary - Booster Heater | \$ 10,194.80 | \$ 13,129.80 | included w/ #1 | \$ 10,070.22 | \$ 9,768.00 | \$ 12,881.55 | \$ 10,134.44 | \$ 9,268.00 |
| 3 | David Youree - Dish Machine | \$ 99,595.13 | \$ 99,496.78 | \$ 84,084.12 | | \$ 82,266.00 | \$ 103,556.92 | \$ 87,627.37 | \$ 94,131.83 |
| 4 | Christiana Elementary - Dish Machine | \$ 61,613.57 | \$ 61,554.79 | \$ 52,356.90 | | \$ 51,269.00 | \$ 64,189.65 | \$ 53,204.46 | \$ 58,676.12 |
| 5 | Thurman Francis - Combi Oven - Double Stacked | \$ 49,499.99 | | | \$ 48,715.96 | \$ 45,995.00 | \$ 52,639.91 | \$ 54,322.31 | \$ 53,377.09 |
| 6 | LaVergne Lake Elem.-Combi Oven - Double Stacked | \$ 49,499.99 | | | \$ 48,715.96 | \$ 45,995.00 | \$ 52,639.91 | \$ 54,322.31 | \$ 53,377.09 |
| 7 | Rock Springs Elem. -Combi Oven - Double Stacked | \$ 103,000.00 | | | \$ 101,407.40 | \$ 95,945.00 | \$ 109,278.10 | \$ 111,300.59 | \$ 108,124.93 |
| 8 | Kittrell Elem. - Milk Cooler | \$ 12,700.00 | | | \$*8,673.66 | \$ 10,349.00 | \$ 13,285.72 | \$ 9,427.68 | \$ 10,699.76 |
| 9 | Rockvale Elem. - Milk Cooler | \$ 6,350.00 | | | *\$4,336.83 | \$ 5,174.50 | \$ 6,642.86 | \$ 4,713.84 | \$ 5,491.13 |
| 10 | Rockvale Elem. - Warming Cabinets | \$ 11,500.00 | | | \$ 11,478.70 | \$ 10,555.00 | \$ 13,128.52 | \$ 10,513.01 | \$ 10,343.50 |
| 11 | Oakland High -Sliding Door Refrigerator | \$ 25,033.14 | | | | \$ 17,620.00 | \$ 26,673.57 | \$ 19,127.52 | \$ 20,788.09 |
| 12 | Oakland High -Reach -in Freezer | \$ 16,500.00 | | | | \$ 11,578.00 | \$ 17,405.53 | \$ 12,589.20 | \$ 4,180.20 |
| 13 | Oakland High - Pass-Thru Refrigerator | \$ 28,137.71 | | | | \$ 19,859.00 | \$ 29,850.59 | \$ 21,614.04 | \$ 23,461.16 |
| 14 | Oakland High - Combi Oven - Double Stacked | \$ 51,500.00 | | | \$ 50,703.70 | \$ 47,995.00 | \$ 54,639.05 | \$ 56,050.30 | \$ 56,489.14 |
| 15 | Oakland High Annex - Dish Machine | \$ 64,063.94 | \$ 64,002.52 | \$ 54,371.24 | | \$ 53,236.00 | \$ 66,724.34 | \$ 55,393.56 | \$ 60,925.13 |
| 16 | Riverdale High - Dish Machine | \$ 64,688.94 | \$ 64,627.52 | | | \$ 53,860.00 | \$ 67,411.84 | \$ 55,393.56 | \$ 61,643.88 |
| 17 | Riverdale High - STEAMER - 10 pan | \$ 27,500.02 | | | \$ 28,017.06 | \$ 25,576.00 | \$ 23,996.63 | \$ 24,835.10 | \$ 26,719.88 |
| 18 | Riverdale High - Pass-Thru Refrigerator | \$ 56,275.42 | | | | \$ 39,715.00 | \$ 59,701.18 | \$ 43,228.08 | \$ 54,261.10 |
| 19 | Riverdale High - Pass-Thru Warming Cabinet | \$ 50,465.28 | | | | \$ 38,070.00 | \$ 53,780.84 | \$ 52,237.80 | \$ 46,461.44 |
| 20 | Riverdale High - Milk Cooler | \$ 34,663.36 | | | *\$23,152.28 | \$ 28,845.00 | \$ 36,147.20 | \$ 26,298.72 | \$ 32,811.72 |
| 21 | Riverdale High Annex - Dish Machine | \$ 64,063.94 | \$ 64,002.52 | \$ 54,371.24 | | \$ 53,236.00 | \$ 66,724.34 | \$ 55,393.56 | \$ 60,925.13 |
| 22 | Riverdale High Annex - Milk Cooler | \$ 8,665.84 | | | *\$5,788.07 | \$ 7,211.00 | \$ 9,036.80 | \$ 6,574.68 | \$ 8,033.43 |
| 23 | Simon Springs - Hot Food Counters | \$ 35,363.18 | | | \$ 38,139.72 | \$ 20,645.00 | \$ 33,381.26 | \$ 26,046.96 | \$ 24,812.38 |
| 24 | Simon Springs - Cold Food Counters | \$ 15,251.93 | | | \$ 16,184.00 | \$ 11,330.00 | \$ 15,120.56 | \$ 14,140.21 | \$ 14,305.86 |
| 25 | Simon Springs - Solid Top Counter w/Cashier Station | \$ 6,955.22 | | | \$ 7,783.65 | \$ 4,020.00 | \$ 7,922.42 | \$ 5,248.84 | \$ 5,547.69 |
| 26 | Lascassas Elem. -Hot Food Counters | \$ 79,666.32 | | | \$ 87,053.44 | \$ 48,225.00 | \$ 74,960.20 | \$ 61,604.35 | \$ 55,670.08 |

Bid #3816
Kitchen Equipment

| Item # | Item Description | Chef's Depot | Douglas Equipment | Dykes Foodservice | Jackson Restaurant | Mobile Fixture | Pueblo Hotel dba Grady's | Singer H&R | Trimark USA |
|--------|---|--------------|-------------------|-------------------|--------------------|----------------|--------------------------|--------------|--------------|
| 27 | Lascassas Elem. -Corner Solid Food Counter | \$ 9,468.92 | | | \$ 10,139.42 | \$ 5,030.00 | \$ 12,440.00 | \$ 6,183.34 | \$ 6,651.42 |
| 28 | Lascassas Elem. - Cold Food Counter | \$ 45,068.90 | | | \$ 38,387.72 | \$ 33,335.00 | \$ 42,270.80 | \$ 42,306.75 | \$ 38,965.48 |
| 29 | Lascassas Elem. -Solid Top Counter w/Cashier Station | \$ 21,173.72 | | | \$ 24,584.84 | \$ 8,925.00 | \$ 25,119.40 | \$ 10,903.37 | \$ 11,018.04 |
| 30 | Stewartsboro Elem. - Hot Food Counters | \$ 39,833.16 | | | \$ 42,826.72 | \$ 28,110.00 | \$ 37,590.10 | \$ 33,836.80 | \$ 32,986.72 |
| 31 | Stewartsboro Elem. - Corner Solid Food Counter | \$ 4,734.46 | | | \$ 5,069.71 | \$ 2,515.00 | \$ 6,350.00 | \$ 3,066.68 | \$ 3,712.74 |
| 32 | Stewartsboro Elem. - Cold Food Counter | \$ 22,534.45 | | | \$ 19,193.86 | \$ 16,668.00 | \$ 21,130.40 | \$ 21,328.38 | \$ 20,146.92 |
| 33 | Stewartsboro Elem. -Solid Top Counter w/Cashier Station | \$ 10,586.86 | | | \$ 12,292.42 | \$ 4,462.00 | \$ 12,884.70 | \$ 5,526.69 | \$ 6,450.35 |
| 34 | Roy Waldron - Reach-In Freezer | \$ 5,755.96 | | | \$ 4,430.49 | \$ 3,895.00 | \$ 6,909.16 | \$ 4,453.41 | \$ 5,344.04 |
| 35 | LaVergne High - Fryer Battery - Gas | \$ 30,513.73 | | | \$ 36,127.15 | \$ 30,415.00 | \$ 34,584.70 | \$ 35,549.16 | \$ 31,013.14 |
| 36 | LaVergne High - Worktable 72"-Stainless Steel Top | \$ 1,470.00 | | | \$ 1,045.92 | \$ 585.00 | \$ 2,485.05 | \$ 642.11 | \$ 1,093.46 |
| 37 | LaVergne High - Worktable 60"-Stainless Steel Top | \$ 1,350.00 | | | \$ 667.72 | \$ 365.00 | \$ 1,620.70 | \$ 415.64 | \$ 847.82 |
| 38 | LaVergne High- Pass-Thru Refrigerator | \$ 35,745.08 | | | \$ 31,388.16 | \$ 27,715.00 | \$ 36,024.82 | \$ 28,851.11 | \$ 32,495.42 |
| 39 | LaVergne High - Griddle -Gas - Countertop | \$ 4,600.00 | | | \$ 4,554.65 | \$ 4,270.00 | \$ 5,089.36 | \$ 4,152.02 | \$ 4,815.38 |
| 40 | Siegel Middle - Pass-Thru Refrigerator | \$ 15,400.00 | | | \$ 13,401.14 | \$ 11,770.00 | \$ 15,443.36 | \$ 13,391.65 | \$ 14,699.85 |
| 41 | Christiana Middle - Convection Oven - Dbl Stacked-Gas | \$ 10,950.00 | | | \$ 10,349.91 | \$ 10,099.00 | \$ 12,032.24 | \$ 13,310.45 | \$ 13,465.00 |
| 42 | Rocky Fork Elem.- Blast Chiller Freezer - Reach-In | \$ 14,250.00 | | | \$ 12,579.40 | \$ 11,035.00 | \$ 14,583.76 | \$ 12,600.17 | \$ 14,701.23 |
| 43 | Stewarts Creek Middle -Mobile Heated Cabinet HL9-14 | \$ 8,167.50 | | | \$ 9,253.48 | \$ 7,875.00 | \$ 9,459.81 | \$ 9,270.23 | \$ 8,351.94 |
| 44 | Stewarts Creek Middle -Mobile Heated Cabinet HL6-14 | \$ 7,828.88 | | | \$ 8,876.06 | \$ 7,550.00 | \$ 9,083.87 | \$ 8,895.22 | \$ 8,022.07 |

Mailed to 18 vendors

***Beverage Air - Alternate Bid**

10 vendors did not respond

Recommend: Motion to award to highlighted vendors above for overall lowest and best bids as shown

To be funded through School Nutrition Funds.

Bid # 3817
Choir Field Trip - New York
Blackman High
(March 27-30, 2026)

| Item # | Description | Bob Rogers Travel | EF Explore America, Inc | Group Travel Consultants, Inc |
|---------------|--|--------------------------|--------------------------------|--------------------------------------|
| 1 | Quad Occupancy (40-45 paying students) Cost per student | \$ 1,919.00 | \$ 2,649.00 | \$ 1,699.00 |
| 2 | Double Occupancy (5-7 paying adults) Cost per adult | \$ 2,189.00 | \$ 2,974.00 | \$ 1,939.00 |

Mailed to 14 vendors

11 vendors did not respond

Recommend: Motion to award to Group Travel Consultants, Inc. for overall lowest and best bid highlighted in spreadsheet above.

To be funded through Blackman High School

Bid #3818 - Music Instruments and Equipment (Poplar Hill Elementary)

| Item # | Item Description | Amro Music | Brook Mays | Music & Arts | Perfektion Music | Rhythm Band Instruments | Washington Music Center | West Music |
|--------|--|------------|-------------|--------------|------------------|-------------------------|-------------------------|-------------|
| 1 | Basic Beat BBSL12C 12" Lummi Sticks (Multiple Colors) | \$ 29.00 | | \$ 26.84 | | | | \$ 15.84 |
| 2 | Sonor Orff Global Beat Orff Set of 15 | | \$ 9,935.00 | | | | | \$ 4,995.65 |
| 3 | Sonor Orff Global Beat Soprano Glockenspiel | \$ 123.00 | \$ 120.00 | \$ 156.80 | | \$ 78.75 | \$ 114.50 | \$ 98.35 |
| 4 | Sonor Orff Global Beat Alto Glockenspiel | \$ 127.00 | \$ 155.00 | \$ 166.13 | | \$ 82.95 | \$ 118.60 | \$ 101.87 |
| 5 | Sonor Orff Global Beat Soprano Xylophone | \$ 410.00 | \$ 580.00 | \$ 436.80 | | \$ 341.00 | \$ 382.70 | \$ 328.78 |
| 6 | Sonor Orff Global Beat Alto Xylophone | \$ 529.00 | \$ 780.00 | \$ 499.33 | | \$ 397.50 | \$ 437.50 | \$ 375.85 |
| 7 | Sonor Orff Global Beat Bass Xylophone | \$ 750.00 | \$ 1,455.00 | \$ 798.00 | | \$ 699.00 | \$ 699.20 | \$ 600.66 |
| 8 | Sonor Orff Global Beat Soprano Metallophone | \$ 359.00 | \$ 520.00 | \$ 382.37 | | \$ 313.00 | \$ 335.30 | \$ 288.04 |
| 9 | Sonor Orff Global Beat Alto Metallophone | \$ 437.00 | \$ 685.00 | \$ 465.73 | | \$ 387.00 | \$ 408.10 | \$ 350.56 |
| 10 | Sonor Orff Global Beat Bass Metallophone | \$ 772.00 | \$ 1,085.00 | \$ 823.20 | | \$ 675.00 | \$ 721.30 | \$ 619.63 |
| 11 | Basic Beat BBRTTS Orff Table Stand | \$ 350.00 | | | | | | \$ 130.81 |
| 12 | Basic Beat Orff Mallet Pack, Set of 12 | | \$ 200.00 | | | | | \$ 81.15 |
| 13 | Basic Beat BBTST Mini Star Tambourine, 10 Pack | | | | | | | \$ 28.85 |
| 14 | Basic Beat BBT06 6" Steel Triangle with Striker and Holder | | \$ 16.46 | \$ 18.94 | \$ 6.99 | \$ 6.20 | | \$ 8.92 |
| 15 | Hemmed Scarves (24"-27") | | | | | \$ 22.95 | | \$ 20.57 |
| 16 | Kala KA-15S Soprano Ukulele Classroom Set of 25 | | \$ 1,000.00 | | \$ 1,395.00 | \$ 2,524.50 | \$ 1,413.75 | \$ 1,111.92 |
| 17 | Kala KA-15S Soprano Ukulele | | \$ 40.00 | \$ 61.67 | \$ 54.00 | \$ 79.00 | \$ 56.55 | \$ 46.72 |
| 18 | A&S Crafted Products Band Room 30-Unite Multi-Size Ukulele Rack | \$ 900.00 | | \$ 842.86 | \$ 929.00 | | \$ 1,068.35 | \$ 862.47 |
| 19 | Remo Kids Percussion DP-25TU-01 Nested Tubano Set with FlipTop Heads, Rainforest | \$ 361.00 | \$ 378.45 | \$ 389.95 | \$ 361.00 | | | \$ 219.21 |
| 20 | Basic Beat BB532 Stamped Finger Cymbals | | \$ 12.05 | \$ 23.60 | | \$ 12.10 | | \$ 4.83 |
| 21 | Basic Beat BB13 13-Bell Mounted Sleigh Bells | | \$ 12.15 | \$ 29.76 | | \$ 14.50 | | \$ 13.32 |
| 22 | Basic Beat BB20 Agogo Bells | | \$ 22.75 | \$ 59.99 | | \$ 22.00 | | \$ 12.99 |
| 23 | Basic Beat BB14 14" Standard Cactus Rain Stick | | | | | \$ 19.80 | | \$ 4.70 |
| 24 | West Music Medium Hand Decorated Maracas | | \$ 23.00 | \$ 15.60 | | \$ 19.00 | | \$ 5.64 |
| 25 | Basic Beat BBH04 Sandblocks | | \$ 6.00 | | | \$ 5.15 | | \$ 2.81 |
| 26 | American Plating 302 Song Whistle | \$ 29.00 | \$ 31.95 | | \$ 26.50 | | | \$ 28.26 |
| 27 | Boomwhackers 2 Octave Complete Set | | \$ 110.00 | \$ 99.99 | \$ 105.00 | \$ 165.25 | | \$ 97.38 |
| 28 | Basic Beat BBG17 17" Fish Shaped Guiro with Striker | | \$ 20.84 | | \$ 21.00 | \$ 18.70 | | \$ 10.27 |
| 29 | Basic Beat BBCB Rubberwood Claves | | \$ 3.85 | | | \$ 4.50 | | \$ 2.23 |
| 30 | Harmony by West Music WM2400 Soprano Recorder 25-pack, Ivory | | \$ 120.07 | \$ 69.95 | | \$ 99.00 | | \$ 55.22 |
| 31 | Recorder - Harmony Wm2400 Soprano Recorder | | \$ 4.80 | \$ 5.38 | | \$ 3.30 | | \$ 2.58 |
| 32 | Basic Beat BBC01 Plastic Finger Castanet | | \$ 2.00 | | | \$ 1.90 | | \$ 0.42 |

Bid #3818 - Music Instruments and Equipment (Poplar Hill Elementary)

| Item # | Item Description | Amro Music | Brook Mays | Music & Arts | Perfektion Music | Rhythm Band Instruments | Washington Music Center | West Music |
|--------|--|--------------------------------|------------|--------------|------------------|-------------------------|-------------------------|-------------|
| 33 | Westco 12' Parachute with 12 Handles | | \$ 60.00 | | | \$ 43.00 | | \$ 25.95 |
| 34 | Remo Mondo DJ-0012-AB-008 12" Art Beat Djembe, Aric Improta | \$ 340.00 | \$ 299.69 | | | \$ 196.99 | | \$ 304.39 |
| 35 | Wenger flipForms, Set of 4 - Grey Top/Grey Base | | | | | | | \$ 6,112.00 |
| 36 | Manhasset Symphony 48 Music Stand, Box of 6 | | \$ 275.00 | \$ 256.91 | \$ 289.00 | | \$ 249.00 | \$ 237.39 |
| 37 | Egg Shakers - Set of 40, Multi-Color | | \$ 80.00 | | | | | |
| 38 | Bean Bags - 48 Pcs, Multi-Color | | | | | | | |
| 39 | Flagship Carpets Forest Floor Multicolor Seating Rounds, Set of 24 | NO BIDS RECEIVED FOR THIS ITEM | | | | | | |
| 40 | First Steps in Music: Preschool and Beyond - Enhanced Package (John M. Feierabend) | \$ 380.00 | | | | | | |
| 41 | Folk Song Picture Book Bundle (John M. Feierabend) | \$ 315.00 | | | | | | |
| 42 | Yamaha P-225B 88-Key Digital Piano - Black | \$ 647.00 | \$ 579.00 | \$ 640.06 | | | \$ 636.10 | \$ 549.99 |
| 43 | Gator Frameworks GFW-SUSTAIN Traditional Piano-Style Sustain Pedal | \$ 25.00 | \$ 50.00 | \$ 37.50 | \$ 21.00 | | \$ 24.95 | |
| 44 | Yamaha L-200 Keyboard Stand, Black | \$ 119.00 | | \$ 149.99 | | | \$ 118.10 | \$ 134.99 |
| 45 | Quik-Lok BZ-7BK Rapid Set-Up Musicians Seat, Standard | | | \$ 147.00 | \$ 103.00 | | | |

Mailed to 30 vendors

23 vendors did not respond

Recommend: Motion to award to lowest and best bid as shown in the highlighted spreadsheet above.

To be funded through Building Program

Bid #3819
Poplar Hill Elementary

| Item # | Description | Qty | BRESCO | Culinary Depot | Douglas Equipment | Grady's | Mobile Fixture | Sam Tell & Son, Inc. | Singer - H & R |
|-------------------------------|---|-----|-----------|----------------|-------------------|-----------|----------------|----------------------|----------------|
| POPLAR HILL ELEMENTARY | | | | | | | | | |
| 1 | Anti Fatigue Mat - grease resistant, 36" x 48", Comfort Flow or pre approved equal | 5 | \$ 90.86 | \$ 93.99 | | \$ 99.93 | \$ 73.72 | \$ 84.59 | \$ 70.81 |
| 2 | Bathroom brush and caddie, Rubbermaid 10F1 or preapproved equal | 2 | \$ 4.77 | \$ 13.94 | | \$ 7.06 | \$ 6.43 | \$ 5.04 | \$ 4.21 |
| 3 | Beverage Dispenser, Trimline Rectanglar - 3 gal premium (PC) single base, Black base and Lid, labels, Carlisle #10850 | 2 | \$ 92.39 | \$ 108.27 | | \$ 92.33 | \$ 84.92 | \$ 97.44 | \$ 81.56 |
| 4 | Bowl, Mixing - 13qt, 18/8 stainless; 17 1/2" diameter, 6 1/2" Polar Ware T1243 or preapproved equal | 2 | \$ 8.09 | \$ 7.57 | | \$ 9.76 | \$ 9.22 | \$ 6.81 | \$ 6.40 |
| 5 | Bowl, Mixing - 3 qt, 18/8 stainless; 9 3/8" diameter, 4" Polar Ware T1233 or pre approved equal | 2 | \$ 3.01 | \$ 2.76 | | \$ 2.91 | \$ 2.74 | \$ 2.49 | \$ 2.36 |
| 6 | Bowl, Mixing - 5qt, 18/8 stainless; 11 3/4" diameter, 4 1/2" dept Ploar Ware T1235Vollrath or preapproved equal | 2 | \$ 4.21 | \$ 3.35 | | \$ 4.30 | \$ 4.08 | \$ 3.32 | \$ 3.32 |
| 7 | Bowl, Mixing - 8qt, 18/8 stainless; 13 1/4" diameter, 5 3/8" Polar Ware T1238 or preapproved equal | 2 | \$ 5.86 | \$ 5.31 | | \$ 5.57 | \$ 5.17 | \$ 4.79 | \$ 4.64 |
| 8 | Brush, Kettle Valve - White DuPont nylon bristles, steel wire | 1 | \$ 9.49 | \$ 11.10 | | \$ 29.90 | \$ 8.71 | \$ 9.99 | \$ 8.36 |
| 9 | Brush, medium stiff nylon bristles-Carlisle model 40542 - 8" white | 2 | \$ 15.01 | \$ 17.60 | | \$ 17.55 | \$ 13.80 | \$ 15.84 | \$ 13.25 |
| 10 | Brush, Pastry - Nylon, all white, plastic handle with 2" wide brush,Thermohauser or preapproved equal | 1 | \$ 10.23 | \$ 11.15 | | \$ 17.18 | \$ 9.40 | \$ 9.71 | \$ 7.94 |
| 11 | Brush, Pot and Pan - nylon bristles, 8" plastic handle,Sparta or preapproved equal | 1 | \$ 15.01 | \$ 17.60 | | \$ 20.30 | \$ 13.80 | \$ 15.84 | \$ 13.25 |
| 12 | Brush, Scrub - 38X "Hi-Lo" floor scrub, 2 position bristle trim,Sparta or preapproved equal | 2 | \$ 15.22 | \$ 17.84 | | \$ 20.27 | \$ 14.00 | \$ 6.86 | \$ 16.02 |
| 13 | Brush, Scrub Handle - handle to fit item #18 | 2 | \$ 6.50 | \$ 13.76 | | \$ 9.67 | \$ 7.52 | \$ 6.86 | \$ 4.97 |
| 14 | Brush, Sparta Atlas Muliti-Purpose - 30 in handle oval head, polyester bristle, Carlisle Model 028-40003 | 1 | \$ 25.83 | \$ 30.27 | | \$ 27.62 | \$ 23.74 | \$ 27.24 | \$ 22.80 |
| 15 | Brush, Vegetable - Nylon bristles, 9 1/2",Sparta or preapproved equal | 2 | \$ 14.75 | \$ 17.28 | | \$ 15.64 | \$ 13.55 | \$ 15.55 | \$ 13.02 |
| 16 | Bus Box - 22" x 17" x 7", Traex or preapproved equal | 4 | \$ 8.00 | \$ 6.90 | | \$ 18.10 | \$ 11.84 | \$ 6.41 | \$ 5.24 |
| 17 | Butcher Steel - knife sharpener, heavy weight 5/8" diameter,Dexter-Russell or preapproved equal 5/8 diameterbutcher steel | 1 | \$ 37.32 | \$ 43.74 | | \$ 36.13 | \$ 34.31 | \$ 9.72 | \$ 31.97 |
| 18 | Camdollie - Polyethylene, heavy duty casters | 1 | \$ 247.10 | \$ 289.58 | \$ 207.26 | \$ 252.83 | \$ 227.12 | \$ 260.62 | \$ 218.15 |

Bid #3819
Poplar Hill Elementary

| Item # | Description | Qty | BRESCO | Culinary Depot | Douglas Equipment | Grady's | Mobile Fixture | Sam Tell & Son, Inc. | Singer - H & R |
|--------|--|-----|-----------|----------------|-------------------|-----------|----------------|----------------------|----------------|
| 19 | Can Opener, Electric - Edlund266115 or pre-approved equal | 1 | \$ 925.66 | \$ 1,126.68 | \$ 763.97 | \$ 887.90 | \$ 922.89 | \$ 1,024.85 | \$ 801.90 |
| 20 | Can Opener, Manual - stainless steel only, screw base,Edlund#1 or preapproved equal | 1 | \$ 156.38 | \$ 243.43 | \$ 145.69 | \$ 201.84 | \$ 190.92 | \$ 173.14 | \$ 144.82 |
| 21 | Can Rack with Casters - USDA & NSF approved, 25 1/4"l x 35"D x 71" H | 2 | \$ 892.00 | \$ 1,109.36 | \$ 881.79 | \$ 899.34 | \$ 1,088.87 | \$ 904.35 | \$ 643.41 |
| 22 | Cart, Utility - 22 3/8"x39 1/4"x 37 1/4", stainless steel, 3 shelf, 500 lb. Capacity; Lakeside 444 or equal | 4 | \$ 703.84 | \$ 716.40 | \$ 552.74 | \$ 670.87 | \$ 622.59 | \$ 714.42 | \$ 598.00 |
| 23 | Cart, Utility - Rubbermaid shelf wid and dia 24 7/8 x 15 3/4" 500LB capacity, 2-two swivel caster, model 972-356 | 4 | \$ 200.50 | \$ 258.74 | | | \$ 205.88 | \$ 293.35 | \$ 194.39 |
| 24 | Colander, Stainless Steel - perforated with 3/16" holes, 8 quart capacity, 14" x 6" Polar Ware T1338 or preapproved equal | 1 | \$ 10.07 | \$ 9.93 | | \$ 26.20 | \$ 26.87 | \$ 8.94 | \$ 7.48 |
| 25 | Colander, Stainless Steel - perforated with 3/16" holes,14 quart capacity, 16 1/2" x 7" Polar Ware T1343 or preapproved equal | 1 | \$ 11.42 | \$ 13.07 | | \$ 35.04 | \$ 35.57 | \$ 11.76 | \$ 9.84 |
| 26 | Colander, Strainer w/Handle - Sturdy aluminum, .073" hole diameter, 5 quart, 12"x5" Polar Ware T1335 or preapproved equal | 1 | \$ 6.04 | \$ 7.82 | | \$ 16.67 | \$ 35.57 | \$ 7.04 | \$ 5.89 |
| 27 | Cold food pan, 1/2 size, 2.5"deep, long,Break resistant, will not rust, dent, or bend. Non-stick surfaces for easy food release. Dishwasher and microwave safe. Rubbermaid 123P | 0 | \$ 7.28 | | | | \$ 15.05 | \$ 5.76 | \$ 8.62 |
| 28 | Cold food pan, 1/2 size, 2.5"deep, long,Break resistant, will not rust, dent, or bend. Non-stick surfaces for easy food release. Dishwasher and microwave safe. Rubbermaid 139P | 0 | | | | | \$ 15.05 | \$ 10.30 | \$ 8.62 |
| 29 | Cold food pan, 1/2 size, 4"deep, long,Break resistant, will not rust, dent, or bend. Non-stick surfaces for easy food release. Dishwasher and microwave safe. Rubbermaid 140P | 0 | \$ 9.01 | | | | \$ 11.21 | \$ 7.26 | \$ 3.93 |
| 30 | Cold food pan, 1/3 size, 2.5"deep, long,Break resistant, will not rust, dent, or bend. Non-stick surfaces for easy food release. Dishwasher and microwave safe. Rubbermaid 116P | 0 | \$ 5.43 | | | | \$ 4.93 | \$ 4.43 | \$ 4.73 |
| 31 | Condiment Dispenser - 4 section,Dispense-Rite HVCD4BT or preapproved equal | 2 | \$ 293.06 | \$ 343.43 | \$ 284.92 | \$ 299.74 | \$ 269.35 | \$ 83.05 | \$ 245.10 |

Bid #3819
Poplar Hill Elementary

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|--------|--|-----|-----------|----------------|-------------------|-----------|----------------|----------------------|------------------|
| 32 | Container Lids - Lid/2, 4, 6, 8 qts.for item 35,36,37,38 | 34 | 2.90/2.33 | 2.73/3.40 | include in #31 | 3.06/3.75 | \$ 2.14 | \$ 1.18 | 1.94/2.42 |
| 33 | Container, Storage - Pocket Style, clear, 8 qt,Rubbermaid,Cambro, orpreapproved equal | 10 | \$ 12.70 | \$ 14.88 | \$ 17.13 | \$ 15.20 | \$ 11.67 | \$ 12.33 | \$ 10.59 |
| 34 | Containers, Storage - Pocket Style, clear, 2 qt,Rubbermaid,Cambro, or preapproved equal | 7 | \$ 5.47 | \$ 6.41 | \$ 12.43 | \$ 7.95 | \$ 5.03 | \$ 4.92 | \$ 4.57 |
| 35 | Containers, Storage - Pocket Style, clear, 6 qt,Rubbermaid,Cambro or preapproved equal | 10 | \$ 10.81 | \$ 12.47 | \$ 15.54 | \$ 13.17 | \$ 9.93 | \$ 10.52 | \$ 9.02 |
| 36 | Containers, Storage - Pocket Style, clear,4 qt,Rubbermaid, Cambro or approved equal | 7 | \$ 8.37 | \$ 9.81 | \$ 13.44 | \$ 11.37 | \$ 7.70 | \$ 7.37 | \$ 6.98 |
| 37 | Cutting Board - color coded with stripe, pre-sorted pack, anti-bacterial and dishwasher safe,15"x20"x1/2", anti slip safety safety grip San Jamar CGB152012or preapproved equal | 1 | \$ 174.91 | \$ 266.39 | | \$ 230.35 | \$ 208.93 | \$ 68.32 | \$ 200.68 |
| 38 | Digital ScaleScale , digital portion, top loading counter model, digital display, A/C power (rechargeable), 6 lb x 1/8 oz, graduation, ABS plastic housing, s/s platform, portable with hold feature, with tare feature.Rubbermaid FS6 or preapproved equal | 1 | \$ 85.22 | \$ 58.11 | | | \$ 258.55 | \$ 34.99 | \$ 515.11 |
| 39 | Dipper - Stainless Steel, 1 qt capacity, 12" long hooked handle Polar Ware T1732 or preapproved equal | 1 | \$ 10.36 | \$ 16.40 | | \$ 9.30 | \$ 9.05 | \$ 10.93 | \$ 8.69 |
| 40 | Disher #10 , 3oz, NSF approved , polypropylene handle color coded handle ,lifetime warranty, Polar Ware T 7410 or preapproved equal | 4 | \$ 6.93 | \$ 8.52 | \$ 12.02 | \$ 11.99 | \$ 12.37 | \$ 6.75 | \$ 4.80 |
| 41 | Dishers #16 - 2oz, NSF approved, polypropylene handle color-coded Vollrath or preapproved equal | 4 | \$ 6.93 | \$ 8.52 | \$ 12.02 | \$ 11.96 | \$ 12.37 | \$ 6.75 | \$ 4.80 |
| 42 | Dishers #30 - NSF approved, polypropylene handle color coded handle , lifetime warranty, Polar Ware T7430 or preapproved equal | 2 | \$ 6.93 | \$ 8.52 | \$ 17.02 | \$ 11.96 | \$ 12.37 | \$ 6.75 | \$ 4.80 |
| 43 | Dishers #8 - 4oz, NSF approved, polypropylene handle color coded handle ,lifetime warranty, Polar Ware T7408 or preapproved equal | 4 | \$ 6.93 | \$ 8.52 | \$ 12.02 | \$ 12.05 | \$ 12.37 | \$ 6.75 | \$ 4.80 |
| 44 | Dishwasher Rack, Open - open rack, tall, full size, 19 3/4" sq polypropylene, overall ht 6 7/8", inside comp. Size 18"x18", inside ht 5 1/2", NSF Cambro or pre approved equal | 3 | \$ 46.39 | \$ 54.36 | \$ 51.69 | \$ 57.70 | \$ 42.64 | \$ 48.92 | \$ 40.95 |

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|--------|---|-----|-------------|----------------|-------------------|-------------|----------------|----------------------|----------------|
| 45 | Dishwasher Rack, Plates/Bowl - plate/peg rack, standard height, full size, 19 3/4" sq, polypropylene, overall ht 3 1/4", inside comp size 1 9/16"x18 1/16", inside ht 2 3/4", NSF certifiedModel 52672 cambro or preapproved equal | 8 | \$ 26.81 | \$ 31.41 | \$ 27.65 | \$ 31.30 | \$ 24.64 | \$ 28.27 | \$ 23.66 |
| 46 | Dishwasher Rack, Trays/Pans - open rack, open end with channel, full size, 19 3/4" sq, polypropylene, overall ht 4 7/8", inside comp size 1 9/16"x18 1/16", inside ht 3 1/4", NSF certified,Cmbro or pre approved equal | 3 | \$ 26.32 | \$ 30.84 | \$ 33.79 | \$ 36.37 | \$ 24.19 | \$ 27.76 | \$ 23.23 |
| 47 | Dolly - structo for 20, 32,44 and 55 gallon containers, made of engineered resins, black,Rubbermaid or pre approved equal | 4 | \$ 38.37 | \$ 65.66 | | | \$ 67.56 | \$ 94.97 | \$ 33.88 |
| 48 | Dust Mop - 36" cotton head,Kut-A-Way or pre approved equal | 2 | \$ 12.53 | \$ 41.99 | | \$ 15.11 | \$ 25.45 | \$ 37.62 | \$ 11.06 |
| 49 | Dust Mop - Frame for 36" ,Kut-A-Way or preapproved equal | 2 | \$ 8.63 | \$ 17.99 | | \$ 8.46 | \$ 11.95 | \$ 17.54 | \$ 7.62 |
| 50 | Dust Mop - Handle 60" long,Kut A Way or pre approved equal | 2 | \$ 15.55 | \$ 29.99 | | \$ 15.67 | \$ 20.09 | \$ 30.08 | \$ 13.73 |
| 51 | Dust Pan - heavy duty, 8 1/8" x 12 1/4" x 12 1/4",Rubbermaid, Carlisle or preapproved equal | 2 | \$ 5.13 | \$ 15.18 | | \$ 11.86 | \$ 4.72 | \$ 5.41 | \$ 4.53 |
| 52 | Dust Pan, Lobby - heavy duty, 5 3/4" x 12" x 36 5/8",Rubbermaid, Carlisle or preapproved equal | 4 | \$ 17.59 | \$ 15.83 | | \$ 20.37 | \$ 16.16 | \$ 16.70 | \$ 15.53 |
| 53 | First Aid Kit - ANSI Kit,plastic case with supplies for 10 employees | 1 | \$ 90.99 | \$ 97.80 | | | \$ 76.46 | \$ 17.82 | \$ 66.87 |
| 54 | Floor Squeegee - metal zinc plated with rubber edge, 24"x2 1/16"x1/4",Carlisle 028-40076 or preapproved equal | 4 | \$ 36.11 | \$ 42.32 | | \$ 34.80 | \$ 33.19 | \$ 38.08 | \$ 31.88 |
| 55 | Floor squeegee Handle - tapered, 60", for floor squeegee item #200,Carlisle or preapproved equal | 4 | \$ 6.13 | \$ 7.19 | | \$ 8.37 | \$ 5.64 | \$ 6.47 | \$ 4.97 |
| 56 | Funnel - Stainless steel, 2 qt., 9" diameter top Polar Ware T1808 or preapproved equal | 2 | \$ 62.36 | \$ 85.86 | | \$ 57.94 | \$ 57.31 | \$ 77.27 | \$ 33.67 |
| 57 | Glove Kevlar - Cut Resistant Gloves Large, must fit left and right hand,San Jamar WG1100L or preapproved equal | 1 | \$ 32.59 | \$ 38.19 | | \$ 53.01 | \$ 24.86 | \$ 10.29 | \$ 21.48 |
| 58 | Hot Water Dispenser - 5 gallon hot water machine, must dispense up to 18 gallons of boiling water per hour and reach 72 - 212 degrees F. Bunn model #H5X-18-120 or preapproved equal. | 1 | \$ 1,006.63 | \$ 1,217.70 | | \$ 1,004.16 | \$ 955.06 | \$ 1,095.93 | \$ 917.33 |

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|--------|--|-----|----------|----------------|-------------------|----------|----------------|----------------------|----------------|
| 59 | Ice Scoop - 9.5" long, stainless steel,Polar Ware T7010 or preapproved equal | 1 | \$ 6.11 | \$ 7.16 | | \$ 5.47 | \$ 5.61 | \$ 2.46 | \$ 1.47 |
| 60 | Ice Scoop - Durable polycarbonate 6oz,San Jamar Saf-T-Scoop,S15500 or preapproved equal | 1 | \$ 11.43 | \$ 13.40 | \$ 22.70 | \$ 11.90 | \$ 10.51 | \$ 1.76 | \$ 10.09 |
| 61 | Ice Scoop Holder - hinged lid, bracket mount, dishwasher safe, 8 1/2"Wx7"Dx10 1/2"H | 1 | \$ 43.90 | \$ 51.45 | | \$ 40.86 | \$ 40.35 | \$ 46.31 | \$ 38.76 |
| 62 | Ice Wand - Reusable plastic. 4-11/16"Diam.x7"H. Dishwasher safe. San Jamar Rapi Kool RCU 64 or preapproved equal | 2 | \$ 41.22 | \$ 48.30 | | \$ 39.43 | \$ 37.88 | \$ 48.07 | \$ 35.66 |
| 63 | Ice Wand - Reusable plastic. Reusable plastic. 4-1/2"Diam.x14-3/4"H. Dishwasher safe. San Jamar Rapi-kool RCU128 or preapproved equal | 2 | \$ 56.69 | \$ 66.44 | | \$ 53.66 | \$ 52.11 | \$ 63.67 | \$ 49.04 |
| 64 | Knife Rack - stainless steel, dishwasher safe, removable slides Edlund KR699 or preapproved equal | 2 | \$ 92.73 | \$ 117.88 | \$ 84.53 | \$ 89.77 | \$ 92.45 | \$ 17.62 | \$ 17.90 |
| 65 | Knife, Baker's Spatula - stainless steel blade, NSF approved, 10" x 1 5/8",Dexter- Russell 17443 or preapproved equal | 2 | \$ 16.91 | \$ 19.81 | | \$ 15.21 | \$ 18.90 | \$ 4.46 | \$ 14.93 |
| 66 | Knife, Boner - 6" stainless steel blade, NSF approved,dexter-Russell 31615 | 2 | \$ 8.50 | \$ 9.96 | | \$ 7.83 | \$ 7.81 | \$ 6.76 | \$ 7.50 |
| 67 | Knife, Bread - plastic handle, 8" or 9" serrated, NSF approved, Forschner 40549 or approved equal | 2 | \$ 27.52 | \$ 32.25 | | \$ 30.62 | \$ 26.54 | \$ 5.76 | \$ 18.20 |
| 68 | Knife, Cooks - 8" stainless steel, NSF approved,Dexter-Russell 31600 or preapproved equal | 2 | \$ 15.38 | \$ 18.02 | | \$ 13.97 | \$ 14.14 | \$ 8.07 | \$ 13.58 |
| 69 | Knife, Paring - 3 1/4" blade, stainless steel,Forschner 40508 or preapproved equal | 10 | \$ 5.22 | \$ 6.11 | | \$ 6.04 | \$ 5.03 | \$ 2.89 | \$ 6.59 |
| 70 | Knife, Sandwich Spreader - 3 1/2" blade, stainless steel, scalloped edge, NSF approved,Dexter-Russell 24403 | 2 | \$ 11.40 | \$ 13.37 | | \$ 10.18 | \$ 10.48 | \$ 1.30 | \$ 8.83 |
| 71 | Ladle - 4 oz., stainless steel, one piece, NSF approved Polar Ware T2204C or preapproved equal | 2 | \$ 2.51 | \$ 2.38 | \$ 11.80 | \$ 15.45 | \$ 15.92 | \$ 2.14 | \$ 11.57 |
| 72 | Ladle - 6 oz., stainless steel, one piece, NSF approved Polar Ware T2206C or preapproved equal | 2 | \$ 3.11 | \$ 2.98 | \$ 12.16 | \$ 16.15 | \$ 16.63 | \$ 2.68 | \$ 14.70 |
| 73 | Measuring Cup, Bouncer - steel, 1 qt, Polar Ware T1062 or preapproved equal | 1 | \$ 74.28 | \$ 87.05 | | \$ 64.90 | \$ 68.27 | \$ 6.35 | \$ 6.19 |
| 74 | Measuring Cup, Bouncer - steel, 2 quart, Polar Ware T1063 or pre approved equal | 1 | \$ 89.35 | \$ 104.71 | | \$ 78.37 | \$ 82.12 | \$ 8.84 | \$ 8.73 |
| 75 | Measuring Cup, Bouncer - steel, 4 quart,Polar Ware T 1064 or preapproved equal | 1 | \$ 14.33 | \$ 18.50 | | \$ 22.21 | \$ 21.75 | \$ 15.22 | \$ 14.96 |

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|--------|---|-----|-----------|----------------|-------------------|-----------|----------------|----------------------|-------------------|
| 76 | Measuring Cups - clear Carb-x material, stain resistant, standard and metric calibrations, full size handle, quart size Rubbermaid 3216 or preapproved equal | 4 | \$ 4.92 | \$ 17.24 | | \$ 17.70 | \$ 13.88 | \$ 4.54 | \$ 12.95 |
| 77 | Measuring Cups - stainless steel, 1/4, 1/3, 1/2, 1 Cup nested Polar Ware T1245 or preapproved equal | 2 | \$ 5.39 | \$ 4.52 | | \$ 18.54 | \$ 19.44 | \$ 4.06 | \$ 3.20 |
| 78 | Measuring Spoons - stainless steel, 1/4 tsp, 1/2 tsp, 1 tsp, 1 TBSP Polar Ware T1244 or preapproved equal | 2 | \$ 4.32 | \$ 2.58 | \$ 22.70 | \$ 6.08 | \$ 6.27 | \$ 0.84 | \$ 0.66 |
| 79 | Mechanical Timer , Minute Timer, 2-3/4 in Face, Range 1 min. - 1 hr., 18 Second Ring, Browne Halco 1929 or preapproved equal | 1 | \$ 6.04 | \$ 13.03 | | \$ 7.76 | \$ 7.52 | \$ 8.24 | \$ 9.81 |
| 80 | Menu Board - white board, uses dry erase markers and erasers, 24" x 36", Chef Master 90031 or preapproved equal | 1 | \$ 65.64 | \$ 70.13 | | \$ 91.94 | \$ 61.12 | \$ 70.13 | \$ 67.72 |
| 81 | Mop Bucket - 36 quart with casters, Rubbermaid 757088 or preapproved equal | 3 | \$ 107.99 | \$ 47.85 | | \$ 65.14 | \$ 90.54 | \$ 68.04 | \$ 57.95 |
| 82 | Mop w/Handle - Synthetic Rubbermaid Mop Model F136 | 6 | \$ 21.66 | \$ 12.74 | | | \$ 16.39 | \$ 18.29 | \$ 14.54 |
| 83 | Mop Wringer - 12-32 oz., yellow, sideward pressure, Rubbermaid 612788Y or pre approved equal | 3 | \$ 61.99 | \$ 41.31 | | \$ 132.48 | \$ 65.51 | \$ 75.42 | included with #81 |
| 84 | Napkin Dispenser - counter top, w/stand, high capacity contact owner for napkin sample. San Jamar Venu or preapproved equal. San Jamar Model #560 | 2 | \$ 78.59 | \$ 92.10 | | \$ 75.02 | \$ 72.24 | \$ 82.89 | \$ 69.38 |
| 85 | Oven mitt 15" ThermotexII, flame retardant, Intedge 33615 or preapproved equal | 4 | \$ 5.22 | \$ 3.93 | | \$ 34.89 | \$ 4.55 | \$ 5.12 | \$ 13.77 |
| 86 | Paddle - stainless steel, 18 gauge, 60" length, American Metal Craft 2160 or preapproved equal | 1 | \$ 41.59 | \$ 23.27 | \$ 52.49 | \$ 60.74 | \$ 66.08 | \$ 27.08 | \$ 21.53 |
| 87 | Pails, Cleaning Solution Safety - durable, red pail, proper sanitizing procedures printed on container, 6 qt, San Jamar KP196KC or preapproved equal | 10 | \$ 7.86 | \$ 6.50 | | \$ 7.56 | \$ 6.95 | \$ 5.97 | \$ 5.58 |
| 88 | Pan Cover - Flat solid, stainless steel, full size, Polar Ware Edge EL11S or pre-approved equal | 14 | \$ 15.98 | \$ 16.02 | | \$ 15.23 | \$ 14.40 | \$ 14.42 | \$ 12.80 |
| 89 | Pan Cover - Flat solid, stainless steel, half size, Polar Ware Edge EL12S or pre-approved equal | 14 | \$ 10.47 | \$ 8.21 | | \$ 8.66 | \$ 8.19 | \$ 7.38 | \$ 8.38 |
| 90 | Pan Cover - Flat solid, stainless steel, long size, half pan, Polar Ware Edge EL12LS or pre-approved equal | 8 | | \$ 12.97 | | \$ 12.73 | \$ 11.99 | \$ 12.29 | \$ 8.61 |
| 91 | Pan Cover - Flat, slotted, stainless steel, full size, Polar Ware Edge EL11N or pre-approved equal | 14 | \$ 15.98 | \$ 16.02 | | \$ 15.23 | \$ 14.40 | \$ 14.42 | \$ 12.80 |

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|--------|--|-----|----------|----------------|-------------------|----------|----------------|----------------------|----------------|
| 92 | Pan Cover - Flat, slotted, stainless steel, half size, Polar Ware Edge EL12N or pre-approved equal | 14 | \$ 10.47 | \$ 8.21 | | \$ 8.66 | \$ 8.19 | \$ 7.38 | \$ 8.38 |
| 93 | Pan Lids, Steam Table , slotted to fit quarter size pans | 10 | \$ 8.12 | \$ 5.67 | | \$ 5.26 | \$ 5.05 | \$ 5.10 | \$ 6.51 |
| 94 | Pan, Bun/Sheet - 18" x 13" x 1", 18 gauge aluminum, NSF approved,Browne -Halco 6182251 | 30 | \$ 7.53 | \$ 9.24 | | | \$ 6.41 | \$ 6.89 | \$ 6.96 |
| 95 | Pan, Bun/Sheet - 18" x 26" x 1", 16 gauge aluminum, NSF approved/Browne-Halco 6182651 or preapproved equal | 90 | \$ 12.66 | \$ 11.67 | | \$ 11.33 | \$ 9.69 | \$ 12.27 | \$ 8.79 |
| 96 | Pan, Cake - 18"x26" x 21/2" w/ handles, International ABP1826H or preapproved equal | 12 | \$ 73.78 | \$ 129.36 | | | \$ 80.69 | \$ 113.46 | \$ 54.62 |
| 97 | Pan, Steam Table - 22 gauge stainless steel, full size, 12 3/4" x 20 3/4" x 2 1/2" reinforced corners ,Polar Ware Edge Pan Model #IE112 or pre-approved equal | 50 | \$ 18.43 | \$ 20.72 | | \$ 20.32 | \$ 19.25 | \$ 12.62 | \$ 15.61 |
| 98 | Pan, Steam Table - 22 gauge stainless steel, full size, 12 3/4" x 20 3/4" x 4" reinforced corners , Polar Ware Edge Pan Model #IE114 or pre-approved equal | 36 | \$ 23.95 | \$ 26.92 | | \$ 28.53 | \$ 27.23 | \$ 17.27 | \$ 20.27 |
| 99 | Pan, Steam Table - 22 gauge stainless steel, full size, 12 3/4" x 20 3/4" x 6" reinforced corners , Polar Ware Edge Pan Model #IE116 or pre-approved equal | 12 | \$ 32.05 | \$ 36.03 | | \$ 33.09 | \$ 31.62 | \$ 21.88 | \$ 27.14 |
| 100 | Pan, Steam Table - 22 gauge stainless steel, half size, 10 3/8" x 12 3/4" x 2 1/2" reinforced corners , Polar Ware Edge Pan Model #IE122 or pre-approved equal | 12 | \$ 11.16 | \$ 12.54 | | \$ 12.17 | \$ 11.55 | \$ 8.07 | \$ 9.45 |
| 101 | Pan, Steam Table - 22 gauge stainless steel, half size, 10 3/8" x 12 3/4" x 4" reinforced corners , Polar Ware Edge Pan Model #IE124 or pre-approved equal | 12 | \$ 13.85 | \$ 15.56 | | \$ 15.88 | \$ 9.21 | \$ 9.81 | \$ 11.72 |
| 102 | Pan, Steam Table - 22 gauge stainless steel, long half, 20 3/4" x 6 3/8" x 2 1/2" reinforced corners , Polar Ware Edge Pan Model #IE12L2 or pre-approved equal | 12 | \$ 17.79 | \$ 17.48 | | | \$ 16.68 | \$ 11.90 | \$ 13.17 |
| 103 | Pan, Steam Table - 22 gauge stainless steel, long half, 20 3/4" x 6 3/8" x 4" reinforced corners , Polar Ware Edge Pan Model #IE12L4 or pre-approved equal | 12 | \$ 22.00 | \$ 21.62 | | \$ 20.77 | \$ 20.09 | \$ 14.55 | \$ 16.29 |
| 104 | Pan, Steam Table - 22 gauge stainless steel, long half, 20 3/4" x 6 3/8" x 6" reinforced corners , Polar Ware Edge Pan Model or pre-approved equal | 12 | \$ 34.15 | \$ 33.56 | | \$ 28.93 | \$ 28.25 | \$ 21.72 | \$ 25.28 |
| 105 | Pan, Steam Table - 22 gauge stainless steel,quarter, 10 1/4" x 6 3/8" x 6" reinforced corners , Polar Ware Edge Pan Model or pre-approved equal | 10 | \$ 15.46 | \$ 17.37 | | \$ 16.27 | \$ 15.79 | \$ 10.86 | \$ 13.08 |

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| Item # | Description | Qty | BRESCO | Culinary Depot | Douglas Equipment | Grady's | Mobile Fixture | Sam Tell & Son, Inc. | Singer - H & R |
|--------|---|-----|-----------|----------------|-------------------|-----------|----------------|----------------------|----------------|
| 106 | Pans, Adapter Bar for Steam Table - to go across a 12" bar, stainless steel 12 5/16"x3/4", Polar Ware 1U or pre approved equal | 3 | \$ 5.17 | \$ 1.85 | | \$ 1.39 | \$ 1.33 | \$ 1.67 | \$ 2.93 |
| 107 | Pans, Perforated - 22 gauge, stainless steel, full size, 12 3/4" x 20 3/4" x 2 1/2" reinforced corners , Polar Ware Edge Pan Model #IE112P or pre-approved equal | 12 | \$ 27.48 | \$ 25.72 | | \$ 25.08 | \$ 24.08 | \$ 14.82 | \$ 19.38 |
| 108 | Pans, Perforated - 22 gauge, stainless steel, full size, 12 3/4" x 20 3/4" x 4" reinforced corners , Polar Ware Edge Pan Model #IE114P or pre-approved equal | 18 | \$ 37.72 | \$ 31.65 | | \$ 33.44 | \$ 32.22 | \$ 21.59 | \$ 23.84 |
| 109 | Pastry Brush - 3" S foam handle, polypropylene, ferrule, 6.12 nylon, white | 1 | \$ 12.54 | \$ 6.84 | | \$ 14.86 | \$ 11.09 | \$ 6.48 | \$ 9.38 |
| 110 | Peeler, Vegetable - standard size, stainless steel, Dexter-Russell 18400 | 2 | \$ 2.02 | \$ 4.87 | | \$ 4.38 | \$ 3.71 | \$ 1.13 | \$ 1.14 |
| 111 | Pizza Cutter - stainless steel, 4" blade, all metal parts, Dexter Russell 18023 | 6 | \$ 24.42 | \$ 5.80 | \$ 8.60 | \$ 21.70 | \$ 12.49 | \$ 2.22 | \$ 20.75 |
| 112 | Quick Bucket Opener - dishwasher safe, Copperfield 56025 or Warner144 or preapproved equal | 1 | \$ 6.63 | \$ 36.51 | | \$ 10.14 | \$ 5.39 | \$ 6.17 | \$ 4.90 |
| 113 | Rack Baker's Heavy Duty - one piece high strength aluminum, pass through design, easy to handle 5" casters w/ two brakes, accepts 18"w x 26" d pans, 21 1/4" w x 69 1/4" H, 40 pan capacity. | 8 | \$ 189.03 | \$ 595.00 | \$ 686.36 | \$ 647.95 | \$ 637.73 | \$ 731.79 | \$ 648.29 |
| 114 | Rack Cover, Deluxe - 69" high, Marco 675CL or preapproved equal | 6 | \$ 47.90 | \$ 51.47 | \$ 148.51 | \$ 125.53 | \$ 43.25 | \$ 198.53 | \$ 41.55 |
| 115 | Rack Cover, Deluxe - Polycarbonate covers, acrylic with handles, one end cut out, 62" high, Curtron Supro18TW | 4 | \$ 149.21 | \$ 380.45 | | \$ 26.82 | \$ 144.48 | \$ 198.53 | \$ 121.26 |
| 116 | Scales, Portion - 25 lb x 2 oz, stainless steel platform, Rubbermaid YG400R or preapproved equal | 1 | \$ 69.18 | \$ 64.04 | | \$ 144.69 | \$ 23.28 | \$ 44.91 | \$ 63.44 |
| 117 | Scales, Portion - 32 oz x 1/4 oz, stainless steel platform, Edlund DF2 or preapproved equal | 1 | \$ 245.22 | \$ 46.47 | \$ 201.69 | \$ 235.74 | \$ 242.35 | \$ 39.51 | \$ 209.50 |
| 118 | Scoop, Bar - 32 oz Carb-X, Cal-Mil 102932 | 1 | \$ 14.40 | \$ 6.53 | \$ 42.42 | \$ 37.77 | \$ 13.66 | \$ 3.24 | \$ 11.50 |
| 119 | Scoop, Bar - 6 oz Carb-X, Rubbermaid 2882 or approved equal | 1 | \$ 4.63 | \$ 5.12 | | \$ 13.43 | \$ 6.85 | \$ 1.76 | \$ 6.06 |
| 120 | Scraper - all plastic fused, 16" long high temp. Rubbermaid 1964 | 3 | \$ 9.50 | \$ 5.77 | | \$ 17.19 | \$ 24.09 | \$ 4.60 | \$ 23.88 |
| 121 | Scraper - all plastic fused, 9.5" long high temp. Rubbermaid 1962 or preapproved equal | 3 | \$ 7.27 | \$ 2.47 | | \$ 10.06 | \$ 14.43 | \$ 1.98 | \$ 14.31 |
| 122 | Scraper, Pan - 3" blade, stiff | 1 | \$ 1.88 | \$ 2.09 | | \$ 1.58 | \$ 1.64 | \$ 1.44 | \$ 0.67 |

Bid #3819
Poplar Hill Elementary

| Item # | Description | Qty | BRESCO | Culinary Depot | Douglas Equipment | Grady's | Mobile Fixture | Sam Tell & Son, Inc. | Singer - H & R |
|--------|--|-----|----------|----------------|-------------------|----------|----------------|----------------------|----------------|
| 123 | Scraper, Plastic - molded on blade, seamless, 13.5" long high temp. | 1 | \$ 10.51 | \$ 5.57 | | \$ 13.46 | \$ 12.71 | \$ 4.44 | \$ 11.23 |
| 124 | Shears, Kitchen - forged steel, 10" long | 2 | \$ 17.04 | \$ 3.96 | | \$ 58.37 | \$ 49.05 | \$ 3.75 | \$ 2.98 |
| 125 | Sign - "Employees must wash hands before returning to work", wall mountable | 4 | \$ 2.05 | \$ 2.53 | | | \$ 1.91 | \$ 2.42 | \$ 5.50 |
| 126 | Sign - "No Smoking", wall mountable, Update International S3911BK | 2 | \$ 2.05 | \$ 2.55 | | | \$ 1.91 | \$ 2.42 | \$ 5.50 |
| 127 | Sign - "Wash hands before leaving bathroom", wall mountable, Update international or preapproved equal | 2 | \$ 2.05 | \$ 2.55 | | | \$ 1.91 | \$ 2.40 | \$ 5.50 |
| 128 | Sign, Floor - "Wet Floor" Rubbermaid 627777Y or preapproved equal | 3 | \$ 8.14 | \$ 21.60 | | \$ 25.09 | \$ 39.22 | \$ 8.98 | \$ 18.76 |
| 129 | Silverware Cylinders - Nylon, 5 7/16"H x 4 7/16"D Cambro FWC56 | 6 | \$ 1.06 | \$ 1.11 | \$ 7.24 | | \$ 2.90 | \$ 0.92 | \$ 0.77 |
| 130 | Skimmer - 6" dia., 16" long, stainless steel Polar Ware T1706 or preapproved equal | 1 | \$ 2.91 | \$ 2.97 | | \$ 3.20 | \$ 2.58 | \$ 2.67 | \$ 2.23 |
| 131 | Spatula, Hamburger Turner - 4" x 3", Sani-safe | 6 | \$ 25.65 | \$ 5.30 | | \$ 23.16 | \$ 22.69 | \$ 5.37 | \$ 4.00 |
| 132 | Spatula, Pie - stainless steel, 5" blade | 2 | \$ 2.09 | \$ 2.30 | \$ 11.62 | \$ 1.87 | \$ 1.75 | \$ 1.72 | \$ 15.36 |
| 133 | Spatula, Rubber - scraper 16" plastic, 9.5" high temp Update International RSC16HR | 2 | \$ 8.84 | \$ 5.77 | | \$ 7.55 | \$ 4.76 | \$ 4.60 | \$ 23.88 |
| 134 | Spatulas, Spoon - Shaped Spoonula - 13.5" High temp. | 2 | \$ 11.17 | \$ 6.36 | | \$ 14.43 | \$ 13.74 | \$ 2.23 | \$ 4.20 |
| 135 | Spatulas, Spoon - Shaped Spoonula - 16.5" High temp | 2 | \$ 12.55 | \$ 6.68 | | \$ 18.26 | \$ 17.72 | \$ 2.40 | \$ 4.35 |
| 136 | Spatulas, Spoon - Shaped Spoonula - 9.5" High temp. | 2 | \$ 10.19 | \$ 3.79 | | \$ 10.61 | \$ 10.36 | \$ 1.21 | \$ 1.85 |
| 137 | Spoodle - 2 oz, one piece, heavy-duty, perforated, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6432230, or preapproved equal | 6 | \$ 13.38 | \$ 3.68 | \$ 4.52 | \$ 11.40 | \$ 11.83 | \$ 1.72 | \$ 1.27 |
| 138 | Spoodle - 2 oz, one piece, heavy-duty, solid color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6433230, or preapproved equal | 10 | \$ 13.38 | \$ 3.55 | | \$ 11.40 | \$ 11.83 | \$ 1.72 | \$ 1.27 |
| 139 | Spoodle - 3 oz, one piece, heavy-duty, perforated, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath, 6432335, or preapproved equal | 6 | \$ 13.44 | \$ 2.03 | \$ 5.45 | \$ 11.47 | \$ 11.89 | \$ 1.82 | \$ 1.31 |
| 140 | Spoodle - 3 oz, one piece, heavy-duty, solid, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6433335, or preapproved equal | 6 | \$ 13.44 | \$ 2.03 | | \$ 11.48 | \$ 11.89 | \$ 1.82 | \$ 1.31 |
| 141 | Spoodle - 4 oz, one piece, heavy-duty, perforated, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6432445, or preapproved equal | 15 | \$ 13.81 | \$ 4.35 | \$ 3.63 | \$ 11.83 | \$ 12.21 | \$ 2.17 | \$ 1.60 |

Bid #3819
Poplar Hill Elementary

| Item # | Description | Qty | BRESCO | Culinary Depot | Douglas Equipment | Grady's | Mobile Fixture | Sam Tell & Son, Inc. | Singer - H & R |
|--------|---|-----|-----------|----------------|-------------------|----------|----------------|----------------------|----------------|
| 142 | Spoodle - 4 oz, one piece, heavy-duty, solid, metal, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6433445, or preapproved equal | 15 | \$ 13.81 | \$ 4.26 | | \$ 11.82 | \$ 12.21 | \$ 2.17 | \$ 1.60 |
| 143 | Spoodle - 6 oz, one piece, heavy-duty, perforated solid , color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6433655, or preapproved equal | 9 | \$ 14.36 | \$ 2.86 | | \$ 12.35 | \$ 12.71 | \$ 2.58 | \$ 1.90 |
| 144 | Spoodle - 6 oz, one piece, heavy-duty, perforated, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6432655, or preapproved equal | 9 | \$ 14.36 | \$ 2.86 | \$ 5.70 | \$ 12.32 | \$ 12.71 | \$ 2.58 | \$ 1.90 |
| 145 | Spoodle - 8 oz, one piece, heavy-duty, perforated solid , color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6433865, or preapproved equal | 3 | \$ 14.74 | \$ 5.44 | | \$ 12.68 | \$ 13.03 | \$ 2.91 | \$ 2.12 |
| 146 | Spoodle - 8 oz, one piece, heavy-duty, perforated, color coded handle, cool to touch, up to 230 degrees F. NSF, Vollrath 6432865, or preapproved equal | 3 | \$ 14.74 | \$ 5.53 | \$ 11.14 | \$ 12.64 | \$ 13.03 | \$ 2.91 | \$ 2.12 |
| 147 | Spoons, Mixing - 15" slotted, heavy gauge stainless steel ,NSF, Vollrath , 64408 or preapproved equal | 4 | \$ 1.77 | \$ 1.68 | | \$ 12.17 | \$ 12.50 | \$ 1.51 | \$ 11.05 |
| 148 | Spoons, Mixing - 15" solid, heavy gauge stainless steel ,NSF, Vollrath 64406, or preapproved equal | 4 | \$ 1.77 | \$ 1.68 | | \$ 12.19 | \$ 12.50 | \$ 1.51 | \$ 11.05 |
| 149 | Spoons, Pierced - 13" with molded plastic handles, stainless steel, NSF, Vollrath 64132, or preapproved equal | 2 | \$ 13.26 | \$ 2.03 | \$ 11.44 | \$ 11.30 | \$ 11.73 | \$ 1.70 | \$ 10.36 |
| 150 | Spoons, Slotted - 11 3/4", mirror polished stainless steel, no seams, hollow handles, NSF, Vollrath 46950, or preapproved equal | 4 | \$ 11.81 | \$ 4.75 | | \$ 8.10 | \$ 8.42 | \$ 4.50 | \$ 9.51 |
| 151 | Spoons, Slotted - 13" with molded plastic handles, stainless steel, NSF, Vollrath 64134, or preapproved equal | 4 | \$ 13.26 | \$ 1.80 | \$ 6.44 | \$ 11.30 | \$ 11.73 | \$ 1.70 | \$ 10.36 |
| 152 | Spoons, Solid - 11 5/8", mirror polished stainless steel, no seams, hollow handles ,NSF, Vollrath 46952 or preapproved equal | 4 | \$ 9.52 | \$ 1.32 | | \$ 8.15 | \$ 8.42 | \$ 1.17 | \$ 8.09 |
| 153 | Spoons, Solid - 13" with molded plastic handles, stainless steel, NSF, Vollrath 64130, or preapproved equal | 4 | \$ 13.07 | \$ 1.80 | | \$ 11.16 | \$ 11.56 | \$ 1.70 | \$ 10.22 |
| 154 | Squeegee - 18" long, floor model, Carlisle 40075 or preapproved equal | 2 | \$ 30.52 | \$ 34.43 | | \$ 32.53 | \$ 27.00 | \$ 33.48 | \$ 25.93 |
| 155 | Step Stool - 16" base, 13" high, Rubbermaid 2523 BK or approved equal | 1 | \$ 224.32 | \$ 134.99 | | | \$ 108.34 | \$ 150.55 | \$ 99.76 |

Bid #3819
Poplar Hill Elementary

| Item # | Description | Qty | BRESCO | Culinary Depot | Douglas Equipment | Grady's | Mobile Fixture | Sam Tell & Son, Inc. | Singer - H & R |
|--------|---|-----|-----------|----------------|-------------------|-----------|----------------|----------------------|----------------|
| 156 | Storage Food Boxes - Mark It Fresh, clear, full size, 18"x26"x6" deep,Cambro18266CW or preapproved equal | 2 | \$ 35.74 | \$ 40.31 | \$ 45.66 | \$ 51.83 | \$ 31.61 | \$ 33.74 | \$ 30.36 |
| 157 | Storage Containers - round food storage containers with lids, 12 qt capacity,Rubbermaid 572624, or preapproved equal | 2 | \$ 15.49 | \$ 16.49 | | \$ 22.81 | \$ 12.69 | \$ 22.50 | \$ 12.20 |
| 158 | Storage Containers - round food storage containers with lids, 18 qt capacityRubbermaid 5727 or preapproved equal | 2 | \$ 17.88 | \$ 20.24 | | \$ 24.49 | \$ 14.72 | \$ 27.39 | \$ 14.14 |
| 159 | Storage Containers - round food storage containers with lids, 22 qt capacity,Rubbermaid 5728 or preapproved equal | 2 | \$ 20.31 | \$ 22.49 | | \$ 26.72 | \$ 16.77 | \$ 32.61 | \$ 16.11 |
| 160 | Storage Containers - round food storage containers with lids, 6 qt capacity,Rubbermaid 572324 or pre approved equal | 3 | \$ 15.70 | \$ 7.49 | | \$ 18.66 | \$ 12.82 | \$ 13.75 | \$ 5.19 |
| 161 | Storage Food Boxes - Mark It Fresh, clear, half size, 18"x12"x6" deepCambro12186CW | 2 | \$ 19.13 | \$ 21.57 | \$ 31.41 | \$ 33.86 | \$ 16.92 | \$ 17.12 | \$ 16.25 |
| 162 | Storage Food Lids - Lids should fit storage boxes in item #184,Cambro or preapproved equal | 2 | \$ 18.75 | \$ 21.14 | \$ 31.09 | \$ 23.16 | \$ 16.58 | \$ 17.73 | \$ 15.93 |
| 163 | Storage Food Lids - Lids should fit storage boxes in item #186,Cambro or preapproved equal | 2 | \$ 9.34 | \$ 10.53 | \$ 23.01 | \$ 24.33 | \$ 8.26 | \$ 8.65 | \$ 7.93 |
| 164 | Tea Dispensers - 18-8 stainless steel, heavy duty faucet, 5 gallon,Tablecraft 1959 pr preapproved equal | 3 | \$ 124.49 | \$ 277.88 | | \$ 168.57 | \$ 149.00 | \$ 119.07 | \$ 99.67 |
| 165 | Thermometer , digital, temperature range -4 - 400 degree Farenheit, accuracy +/- 1 degree accuracy, waterproof, field calibratable, max temperature hold, date hold, F/C switchable, thin tapered tip, BioCote. Fluke DT 400 | 12 | \$ 14.43 | \$ 14.22 | \$ 18.78 | \$ 28.72 | \$ 10.84 | \$ 12.87 | \$ 14.27 |
| 166 | Thermometer, Meat - stainless steel, hermetically sealed, dishwasher safe, 41/2" stem, non-toxic filling,, show cooking guide for meatTaylor 5939 preapproved equal | 1 | \$ 8.55 | \$ 3.89 | \$ 27.63 | \$ 7.88 | \$ 7.57 | \$ 2.15 | \$ 7.27 |
| 167 | Thermometer, Oven - Dial type, hangs or stands,Taylor 3506 or preapproved equal | 2 | \$ 3.17 | \$ 3.20 | \$ 13.69 | \$ 3.16 | \$ 2.81 | \$ 3.40 | \$ 4.70 |
| 168 | Thermometer, Wall - , 13 1/2" F & C scales Taylor 6700 or preapproved equal | 1 | \$ 9.58 | \$ 2.05 | | \$ 12.98 | \$ 8.47 | \$ 1.94 | \$ 4.10 |

Bid #3819
Poplar Hill Elementary

| Item # | Description | Qty | BRESCO | Culinary Depot | Douglas Equipment | Grady's | Mobile Fixture | Sam Tell & Son, Inc. | Singer - H & R |
|--------|--|------|-------------|----------------|-------------------|-------------|----------------|----------------------|----------------|
| 169 | Thermometers, Freezer - rust proof, 4 7/8" x 1 1/4" hand and stand, -40 to +80 degrees F.FlukeFG80AK or preapproved equal | 4 | \$ 2.91 | \$ 2.89 | \$ 8.18 | \$ 6.36 | \$ 6.49 | \$ 2.36 | \$ 2.95 |
| 170 | Thermometers, Glass Stick - 2 degree graduations, tempered glass, plastic case with clip, 0 to 220 degrees F.Taylor 3509 or preapproved equal | 10 | \$ 1.83 | \$ 2.89 | | \$ 1.72 | \$ 1.61 | \$ 1.85 | \$ 2.47 |
| 171 | Toilet Bowl Brush - 18", plastic handle, polypropylene fill,Carlisle 36P502 or preapproved equal | 2 | \$ 5.28 | \$ 3.05 | | \$ 7.26 | \$ 4.67 | \$ 2.89 | \$ 4.49 |
| 172 | Tongs - Stainless steel, spring loaded, 12" utility tongs, scalloped edges, Vollrath 47312 or preapproved equal | 20 | \$ 6.22 | \$ 1.78 | \$ 2.62 | \$ 5.47 | \$ 5.51 | \$ 4.04 | \$ 1.16 |
| 173 | Tongs - Stainless steel, spring loaded, 9 1/2" utility tongs, scalloped edges, Vollrath 47309 or preapproved equal | 20 | \$ 4.63 | \$ 1.31 | \$ 2.35 | \$ 4.13 | \$ 4.09 | \$ 3.16 | \$ 0.76 |
| 174 | Trash Can Dolly - Rubbermaid 2640-43 or preapproved equal | 15 | \$ 39.87 | \$ 36.17 | | | \$ 72.07 | \$ 94.97 | \$ 33.88 |
| 175 | Trash Can, Step On w/ lid Rubbermaid 614300 Beige or preapproved equal | 4 | \$ 159.00 | \$ 165.00 | | | \$ 117.01 | \$ 161.13 | \$ 106.77 |
| 176 | Trash, Container - 32 gallon brute 2632 or preapproved equal | 6 | \$ 35.09 | \$ 48.88 | | \$ 40.32 | \$ 31.04 | \$ 63.84 | \$ 27.43 |
| 177 | Trash, Container - 44 gallon brute Rubbermaid 2643 or preapproved equal | 10 | \$ 54.01 | \$ 69.37 | | \$ 61.21 | \$ 47.78 | \$ 98.67 | \$ 42.22 |
| 178 | Trash, Container Lids - must fit item #203 | 6 | \$ 11.57 | \$ 9.15 | | \$ 11.46 | \$ 10.24 | \$ 20.75 | \$ 9.04 |
| 179 | Trash, Container Lids - must fit item #204 | 10 | \$ 19.68 | \$ 12.91 | | \$ 16.01 | \$ 17.41 | \$ 33.99 | \$ 15.39 |
| 180 | Tray ,compartment 2x2 2 trays will stand side by side in dishwash rack, 9"x15" Cambro 1596CW or pre approved equal | 1000 | \$ 8.89 | \$ 10.02 | \$ 6.74 | \$ 7.95 | \$ 7.86 | \$ 9.02 | \$ 7.21 |
| 181 | Tray, Caddy - polyethylene cart, Includes vinyl cover and 6" swivel casters, CambroTDCR12 or pre-approved equal | 2 | \$ 1,003.59 | \$ 1,275.75 | \$ 904.99 | \$ 1,138.90 | \$ 1,000.79 | \$ 1,148.18 | \$ 961.07 |
| 182 | Tray, Compartment - rectangular, 10"x14 1/2", polycarbonate, 5 food compartments, 1 flatware compartment (List color options)Camware 10146CW or preapproved equal | 1000 | \$ 10.11 | \$ 11.41 | \$ 7.64 | \$ 9.05 | \$ 8.95 | \$ 10.27 | \$ 8.22 |
| 183 | Tray , display, 18"x26" assorted colors, Cambro 144-1826 or preapproved equal | 6 | \$ 30.82 | \$ 34.76 | \$ 25.23 | \$ 27.92 | \$ 27.26 | \$ 31.29 | \$ 24.88 |
| 184 | Wall Rack - Rubbermaid Handler 34" Rubbermaid 1993G | 1 | \$ 32.33 | \$ 98.99 | | | \$ 70.15 | \$ 12.62 | \$ 67.82 |

Bid #3819
Poplar Hill Elementary

| Item # | Description | Qty | BRESCO | Culinary Depot | Douglas Equipment | Grady's | Mobile Fixture | Sam Tell & Son, Inc. | Singer - H & R |
|--------|--|-----|-----------|----------------|-------------------|-----------|----------------|----------------------|----------------|
| 185 | Water Hose, Hot Temp. - 50 foot, must withstand temperature of 200 degrees F or higher., 5/8" inside diameter No Trax724311 or pre approved equal | 1 | \$ 54.53 | \$ 73.25 | | \$ 83.60 | \$ 57.45 | \$ 65.92 | \$ 46.33 |
| 186 | Wedgemaster - 8 section Lincon 808N or preapproved equal | 1 | \$ 192.01 | \$ 116.27 | | \$ 195.33 | \$ 176.29 | \$ 110.15 | \$ 214.95 |
| 187 | Wire Grates - 16 1/2" x 24 1/2", fits 18 x 26 panPolar ware T2416W or preapproved equal | 4 | \$ 24.08 | \$ 20.79 | | \$ 54.23 | \$ 52.03 | \$ 10.25 | \$ 5.39 |
| 188 | Wire Grates - full size, chrome plated, heavy duty, welded wire,Polar Ware T2000w or preapproved equal | 8 | \$ 5.90 | \$ 20.79 | | \$ 13.87 | \$ 7.95 | \$ 4.75 | \$ 5.39 |
| 189 | Wire Grates - half size, chrome plated, heavy duty, welded wire, Polar ware T1312W or preapproved equal | 8 | \$ 3.66 | \$ 7.07 | | \$ 7.07 | \$ 3.42 | \$ 2.78 | \$ 3.34 |
| 190 | Wire Whip, Piano Whip - NSF approved, 16" stainless steel Vollrath 47066 or preapproved equal | 3 | \$ 15.81 | \$ 4.29 | | \$ 13.54 | \$ 13.99 | \$ 3.86 | \$ 2.55 |

Mailed to 18 vendors
11 vendors did not respond

Recommend: Motion to award to Singer - H & R for overall lowest and best bid as highlighted in the spreadsheet above.

To be funded through the Building Program

| BID TAB - Bid #3807 Social Health Labs | | |
|--|-------------------|------------------|
| General Contractor | Carter Group, LLC | Skilled Services |
| Eagleville School - Base Bid | \$ 83,400.00 | \$ 143,900.00 |
| Smyrna Middle - Base Bid | \$ 95,100.00 | \$ 213,300.00 |
| Rocky Fork Middle - Base Bid | \$ 90,300.00 | \$ 159,100.00 |
| LaVergne Middle - Base Bid | \$ 96,300.00 | \$ 201,100.00 |
| Total Base Bid for all schools | \$ 365,100.00 | \$ 717,400.00 |

Mailed to 48 vendors

46 vendors did not respond

Recommend: Motion to approve to Carter Group, LLC for overall lowest and best bid.

To be funded from CTE Dept. ISM funds.

Request to Purchase:

Rutherford County Special Education Department requests to renew the contract for the lease and rental agreement between RCS and the Wesley Foundation for the house located at 1607 Elrod Street, adjacent to the Wesley Foundation. Rental term is August 1, 2025 to July 31, 2026.

LEASE AND RENTAL AGREEMENT

Parties

This LEASE AGREEMENT was made and entered into this _____ (date) by and between the Wesley Foundation at MTSU (hereinafter referred to as Wesley) and Rutherford County Schools - Transition Academy (hereinafter referred to as RCS).

WITNESSETH

That Wesley hereby leases unto RCS, and RCS leases from Wesley, the following described real property hereinafter sometimes referred to as the Premises.

Wesley House II

1607 Elrod Street, Murfreesboro, TN 37130

Term

That for and in consideration of the deposit and rent herein reserved and of the covenants herein contained, on the part of RCS to be paid, kept and observed and performed, Wesley does hereby, lease and rent unto RCS the above- described rental unit for the term 12 months commencing on August 1, 2025 and ending at noon on July 31, 2026. The monthly rental will be \$2100.00. This rental includes unlimited temporary parking passes. A parking pass does not guarantee a space, but allows someone to park in the Wesley lot without receiving a ticket.

Rent

The first and all succeeding payments are to be made on or before the first day of the month in which they are due. Payments over 5 days late, by the close of regular office hours, shall include a service charge of \$25.00 payable in addition to the regular rent owed. Thereafter, there shall also be a service charge of \$3.00 per day until the rent is received. Late fee will start from the first day of the month and continue until rent is paid

Use

RCS will not do or suffer to be done in or upon said premises any act or thing which shall or become a nuisance or annoyance to the public or to adjoining neighbors. RCS shall not use or permit the use of the premises for any unlawful purposes.

Utilities

All utilities (electric, water & gas) are the responsibility and to be paid by RCS for deposits and all utility charges.

Lease Renewal

Written notice must be given to Wesley by March 1, 2026 (during the academic year) of RCS desire to renew the lease. Verbal notice will not be acceptable. This agreement can be renewed by mutual consent of Wesley and RCS. If not renewed by RCS in writing this becomes a month-to-month rental agreement.

Smoke Detector

It is the responsibility of the owner to furnish a smoke detector. RCS agrees there is one in the unit and that it was checked at the time it was leased. RCS agrees to keep the batteries updated in the smoke detector at his own expense.

Right to Inspect and Show Property

Wesley or their agent shall be permitted to enter the premises at reasonable times to inspect the condition of the property or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof. Wesley (or agent) will make a reasonable effort to contact the RCS prior to entering the premises. However, if the RCS was unable to be reached, or unresponsive, Wesley (or agent) shall be able to enter the property without notice for the purposes described above without trespass.

Assignment

RCS shall not assign this Lease Agreement, or any interest herein, and shall not sublet the said premises, or any part thereof, or any right or privilege RCS thereto, or suffer any other person (the agents, servants, customers of lessee excepted) to occupy or use the said premises, or any portion thereof.

Alterations

RCS shall not make any alterations or additions to any of the premises without the written consent of Wesley; and if any such are made, they shall be forfeited to Wesley upon termination, unless otherwise agreed in writing.

Animals/Pets

Animals/Pets, except for service animals, are not allowed inside or outside of the house,

Binding Effect

The terms of this Lease Agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto, and any pronoun or gender used herein shall apply to the parties as appropriate. The term "Wesley" shall also refer to Wesley's duly authorized agent.

Insurance

All personal property placed in or moved to the premises shall be at the risk of RCS or owner of said personal property, and Wesley shall not be liable for any damage to or loss of said personal

property . IT IS SUGGESTED THAT RCS CARRIES RENTERS INSURANCE TO COVER PERSONAL PROPERTY.

Termination

If said premises are damaged by fire or by elements or by any act of God such as to make the premises untenable, this Lease Agreement shall be considered to be immediately terminated; in such case, Wesley shall prorate the rent and refund or collect the appropriate rent as may be due at the time of such termination.

Attorney's Fees

In the event of the employment by Wesley of any attorney to collect any rents due or to protect the interest of Wesley in the event of a breach or default by RCS of any of the terms and conditions of the Lease Agreement, RCS will pay to Wesley the reasonable fees of such attorney, court costs, collection agencies and such fee shall be forthwith due and payable upon demand, and shall constitute additional rent due and payable by RCS hereunder.

Abandonment of Premises

If, upon the termination of this lease or abandonment of the premises by RCS, RCS abandons or leaves any property in or upon the premises, Wesley shall have the right, without notice to RCS, to store or otherwise dispose of the property at RCS's expense, without being liable in any respect to RCS as regards to said property in any way.

Default

It is expressly agreed by and between RCS and Wesley that, in the event RCS defaults on the payment of the rental monies herein described, or shall make default or breach any covenant herein contained or incorporated herein by reference, and such default or breach shall not be remedied in one week, then Wesley, in addition to and not in limitation of any other rights and remedies available to Wesley under applicable law, may declare this Lease Agreement and all rights of RCS hereunder as terminated. Wesley may re-enter and re- take the premises without terminating this Lease Agreement and re-rent the same. RCS shall remain liable for any deficiency in the net rents thereafter received by Wesley for the remainder of the original term or renewal term hereof as the case may be. (In the event RCS has created or allowed a situation to develop which, in Wesley's opinion, places the premises in imminent danger of serious damage, then the one-week grace period to cure the default shall be reduced to whatever minimum amount of time, in Wesley's opinion, is necessary to cure the problem, or waived entirely in favor of immediate re-taking of the premises to insure its protection.) Wesley shall also have the express right to remove any content from the premises and/or remove RCS, and those claiming under RCS and their effects, without being guilty of any trespass. RCS covenants that, in the event this lease is terminated, they will be liable for, and will indemnify and hold harmless Wesley against any loss of rent, damage to said premises, the cost of cleaning, moving and storing any of RCS's personal effects and/or other costs involved in getting premises in condition to re-lease. In this

connection, RCS by this security agreement grants to Wesley a security interest in and to all the personal property, including but not limited to, the furniture, appliances, personal effects and contents located upon or in said premises as collateral for the rents and fees due, and damage caused to the premises, and any other costs and fees due, any damage caused to the premises, and any other costs and fees involved in preparing the premises for re-lease and in re-leasing the same, all in accord with Tennessee Code Annotated Section 47-9-101 -et seq.

Maintenance

RCS accepts the property in the present condition thereof, agrees to keep and maintain the same in as good a condition as at present, sanitary, and free from debris, danger of fire or any nuisance, to commit to no acts of destruction, or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the rates thereon, and at the expiration of the lease will deliver the same without notice to Wesley in as good a condition as when received; loss by acts of God and ordinary wear are expected.

Lawn Care

The Wesley Foundation will provide lawn care

Bad Checks

RCS agrees to pay a \$30.00 service charge to Wesley for any check made payable to Wesley that is returned unpaid. This is in addition to late charges for rent which shall not be considered paid until the check is made good. After one bad check has been tendered, RCS can no longer pay rent by personal check. All future payments must be made by money order or cashier's check.

Lock Out Fee & Lost Keys

In the event RCS requires a key from Wesley due to not having access to his/her own issued keys, there will be a \$5.00 fee, plus an additional \$10.00 if Wesley is required to personally deliver the key. There will be a \$15.00 charge for lost keys.

Condemnation

If the leased premises are condemned for public use, or if such a portion is condemned so as to prevent RCS from using the leased premises in substantially the same manner as heretofore used, this lease will terminate on the day prior to the vesting of title in the condemning authority. If a portion of the leased premises is taken or condemned, and if such taking does not prevent RCS from using the leased premises in substantially the same manner as heretofore used, then this lease shall terminate as to the portion of the leased premises taken on the day prior to the vesting of title in the condemning authority, but shall continue in effect as to the portion of the leased premises not taken. After the date RCS surrenders possession of the portion taken, the rent payable hereunder will be reduced in proportion to the decrease in the fair rental value of the leased premises.

Headings

The heading of each section contained herein are used for quick reference purpose only and shall not be used to determine the obligation set out in each section.

Lease Rules

THE RENTAL RATE STATED IN THE LEASE IS BASED ON THE ASSUMPTION THAT RCS WILL BE RESPONSIBLE FOR THE FOLLOWING REQUIREMENTS WHERE APPLICABLE.

1. Damaged windows, doors and screens shall be RCS's financial responsibility.
2. RCS will not use "stick-ups" or adhesive tapes to put pictures, posters, small nails and tacks, etc. on the walls. Use only approved wall hangers.
3. Bugs: We will deliver to RCS a unit free of bugs. If RCS finds any active infestation during the first week of occupancy, we will re-treat. Afterwards, it is RCS's responsibility to keep the house bugs free. Do not use powdered poisons.
4. Wesley reserves the right to monthly inspections of premises.
5. There is to be a NO SMOKING rule in the house and grounds, in order that respect for the non-smoking will be maintained by anyone on the premises. This includes any type of tobacco and vaping.
6. RCS is responsible for stopped up drains and toilets because the reason for the stoppage is nearly always RCS caused. If the problem turns out to be obviously non RCS caused, such as tree roots clogging the sewer line, then Wesley will assume responsibility.
7. RCS is not to paint or change any colors without written permission from Wesley.
8. Filters: RCS must provide and regularly replace filters on air conditioning and/or central heat and air units. Filters should be cleaned or replaced once a month. Neglecting this could cause damage to the unit, unnecessary repair costs and also inconvenience to RCS. A clean filter will also save RCS fuel costs by keeping the unit working under optimum efficiency.
9. Parking: Do not park large trucks or vehicles in the yard overnight. Do not leave "Junker's" on the premises. Parking is only for RCS's vehicles and staff vehicles.
10. All payments must be by good check or money order.... NO CASH. Cash payments increase our risk of theft, bookkeeping mistakes, insurance and/or bonding of employees, and irreplaceable loss.
11. RCS guests or other persons under RCS's control SHALL NOT engage in criminal activity, including drug-related criminal activity, on or near the dwelling unit, "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).
12. RCS or guests or other persons under RCS's control SHALL NOT engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near the dwelling unit. RCS or guests WILL NOT permit the dwelling to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.

13. RCS WILL NOT engage in the manufacture, sale or distribution of illegal drugs, whether on or near the dwelling unit or otherwise.

14. RCS, or guests or other persons under RCS's control SHALL NOT engage in acts of violence or threats of violence including, but not limited to, the unlawful discharge of firearms, on or near the dwelling unit.

15. VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

Abandonment

RCS must notify Wesley of any anticipated extended absence from the premises in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence. When away from the premises during the winter months RCSS are to leave sufficient heat on to prevent the plumbing system from freezing. RCS's unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. Wesley is then expressly authorized to enter, remove and store all personal items belonging to RCS and others (at RCS's expense). If RCS does not claim said personal items within an additional thirty (30) days, Wesley may sell or dispose of said personal items and apply the proceeds of said sale to the unpaid rent, damage storage fees, sale costs, court costs, advertisements and attorney fees. Any balances are to be held by Wesley for RCS for a period of six (6) months subsequent to the sale date and thereafter forfeited to Wesley. Wesley reserves the right at any time to make additional rules and to make such changes to the rules and regulations as needed

Acknowledgment

RCS HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT AND THE RULES AND REGULATIONS. RCS UNDERSTANDS AND AFFIRMS THAT RCS WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT. RCS SHALL SAVE THE AGENT HARMLESS FROM ALL SUITS AND DAMAGES IN CONNECTION WITH THE BUILDING REGARDING PERSONAL SECURITY.

Use of Wesley Foundation Building

Wesley agrees to the use of the Wesley Foundation building at 216 College Heights Street by RCS for programming. The scheduling of all programming and activities will be coordinated with the Wesley staff.

Handicap Ramp

A handicap ramp may be constructed by Rutherford County Schools to the entrance of the house

provided the ramp does not involve structural changes to the house. The design of the ramp will be approved by Wesley. Wesley does not offer any assurance that the house meets all requirements to be handicapped accessible. The ramp will be removed by RCS when RCS vacates the premises.

Summer Usage

To prevent damage to the house over the summer months, Wesley requests that RCS will either use the house over the summer or work out some way for it to be maintained during the summer months. Wesley is willing to discuss options and ways they can help with this.

Signed

WESLEY

Wesley Foundation Executive Director

RCS

Rutherford County Director of Schools

Rev. John L. Weaver

Date:

Dr. James Sullivan

Date:

MEMORANDUM

DATE: April 28, 2025
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was remanded for insubordination.

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Admit and place into alternative school.

Fund 141 - General Purpose School

Budget Amendment #8

Charter School Transfer

| Function | Object Description | 2025 Budget | Decreases | Increases | Amended Budget |
|--|--|--------------------|-----------|-----------|--------------------|
| 46510 | Tennessee Investment n Student Achievement | 334,057,142 | | 500,000 | 334,557,142 |
| Total Revenue & Operating Transfers | | 559,893,093 | 0 | 500,000 | 560,393,093 |
| | | | | 500,000 | |

| Function | Object Description | 2025 Budget | Increases | Decreases | Amended Budget |
|--------------------|--|--------------------|------------------|------------------|--------------------|
| 72310 | 312 Board Of Education - Contracts with Private Agencies | | 0 | 3,867,842 | 3,867,842 |
| 72310 Total | | 8,478,779 | 3,867,842 | 0 | 12,346,621 |
| 99100 | 590 Transfers To Other Funds | 7,067,842 | | 3,367,842 | 3,700,000 |
| 99100 Total | | 15,094,008 | 0 | 3,367,842 | 11,726,166 |
| | | 576,410,706 | 3,867,842 | 3,367,842 | 576,910,706 |

This amendment is to move the current charter schools payment transfers of \$3,367,842 from 99100-590- Transfers To Other Funds to 72310-312-Board of Education-Contracts with Private Agencies per the Tennessee Comptrollers Office. Also, this amendment adds \$500,000 to the 72310-312 expenditure to cover the additional cost to the original budget for the charter school transfer. This increased cost will be funded from additional TISA direct funding RCS receives from the State.

Recommended Motion:

To approve the GPS Fund budget amendment to move budgeted amounts from 99100-590 to 72310-312 for a total increase of \$500,000 as presented.

 Dr. James Sullivan, Director of Schools

 Date

 Claire Maxwell, Chairman of the Board



Rutherford County Schools

2025-2026

Proposed Budget

Index

| Fund Number | Fund Description | Fund Total Proposed Budget | |
|--------------------|--|-----------------------------------|-----------------------|
| 141 | General Purpose School Fund Revenues | \$ | 573,385,825.00 |
| 141 | General Purpose School Fund Expenditures | \$ | 581,343,045.00 |
| | Total Budget Surplus/(deficit) | \$ | (7,957,222.00) |
| 143 | Central Cafeteria Fund Revenues | \$ | 26,844,250.00 |
| 143 | Central Cafeteria Fund Expenditures | \$ | 33,503,092.00 |
| | Total Budget Surplus/(deficit) | \$ | (6,658,842.00) |
| 177 | Education Capital Projects Revenues | \$ | 19,344,516.00 |
| 177 | Education Capital Projects Expenditures | \$ | 19,344,516.00 |
| | Total Budget Surplus/(deficit) | \$ | - |



Rutherford County, Tennessee
General Purpose School Fund 141



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Rutherford County Government
Budget Worksheet Report
April 2025

User:
Date/Time:

Michael Smith
5/12/2025 5:13 PM
Page 1 of 5

Fund : 141 General Purpose School Fund

Monthly Comparative: 83.33%

| Account Number | Account Description | Prior Year Year End Actual | Original Budget | Amended Budget | Actual April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|---------------------------------------|---|----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Revenue | | | | | | | | |
| Local Taxes | | | | | | | | |
| 40110 | Current Property Tax | 78,464,024.06 | 75,460,680.00 | 75,460,680.00 | 76,220,237.19 | 0.00 | 75,490,289.00 | 0.00 |
| 40120 | Trustee's Collect. - Prior Yr. | 159,824.51 | 260,890.00 | 260,890.00 | 763,695.67 | 0.00 | 260,890.00 | 0.00 |
| 40130 | Clerk & Master Collections | 242,662.88 | 195,670.00 | 195,670.00 | 196,268.31 | 0.00 | 195,670.00 | 0.00 |
| 40140 | Interest And Penalty | 95,907.60 | 104,360.00 | 104,360.00 | 134,227.94 | 0.00 | 104,360.00 | 0.00 |
| 40150 | Pick-Up Taxes | 105,369.76 | 84,790.00 | 84,790.00 | 124,106.51 | 0.00 | 84,790.00 | 0.00 |
| 40161 | Pay In Lieu Of Taxes - Tva | 4,112.04 | 6,247.00 | 6,247.00 | 3,294.21 | 0.00 | 6,247.00 | 0.00 |
| 40162 | Pmnts In Lieu Of Taxes - Local | 139,591.31 | 145,000.00 | 145,000.00 | 0.00 | 0.00 | 145,000.00 | 0.00 |
| Total County Property Taxes | | 79,211,492.16 | 76,257,637.00 | 76,257,637.00 | 77,441,829.83 | 0.00 | 76,287,246.00 | 0.00 |
| County Local Option Taxes | | | | | | | | |
| 40210 | Local Option Sales Tax | 104,703,655.87 | 102,250,000.00 | 102,250,000.00 | 79,429,858.03 | 0.00 | 104,806,250.00 | 0.00 |
| 40240 | Wheel Tax | 5,303,505.87 | 4,961,320.00 | 4,961,320.00 | 4,087,541.29 | 0.00 | 5,150,000.00 | 0.00 |
| 40270 | Business Tax | 2,605,241.96 | 2,850,000.00 | 2,850,000.00 | 803,708.32 | 0.00 | 2,700,000.00 | 0.00 |
| 40275 | Mixed Drink Tax | 716,913.62 | 620,000.00 | 620,000.00 | 175,486.24 | 0.00 | 620,000.00 | 0.00 |
| Total County Local Option Tax | | 113,329,317.32 | 110,681,320.00 | 110,681,320.00 | 84,496,593.88 | 0.00 | 113,276,250.00 | 0.00 |
| Total Local Taxes - | | 192,540,809.48 | 186,938,957.00 | 186,938,957.00 | 161,938,423.00 | 0.00 | 189,563,496.00 | 0.00 |
| Licenses And Permits | | | | | | | | |
| 41110 | Marriage Licenses | 14,925.33 | 13,000.00 | 13,000.00 | 11,656.96 | 0.00 | 13,000.00 | 0.00 |
| Total Licenses | | 14,925.33 | 13,000.00 | 13,000.00 | 11,656.96 | 0.00 | 13,000.00 | 0.00 |
| Total Licenses & Permits - | | 14,925.33 | 13,000.00 | 13,000.00 | 11,656.96 | 0.00 | 13,000.00 | 0.00 |
| Charges For Current Services | | | | | | | | |
| Education Charges | | | | | | | | |
| 43513 | Tuition - Summer School | 2,350.00 | 70,000.00 | 70,000.00 | (100.00) | 0.00 | 70,000.00 | 0.00 |
| 43513- - RH1 | Tuition - Summer School - Riverdale High School | (100.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Fund : **141** **General Purpose School Fund**

Monthly Comparative: 83.33%

| Account Number | Account Description | Prior Year Year End Actual | Original Budget | Amended Budget | Actual April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|-----------------------------|--|----------------------------------|---------------------|---------------------|----------------------|-----------------------|-----------------------|-----------------------|
| 43517 | Tuition - Other | 625.00 | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 0.00 |
| 43517- - ONL | Tuition - Other - Boe Online Courses | 62,352.50 | 0.00 | 0.00 | 29,619.50 | 0.00 | 0.00 | 0.00 |
| 43541 | Contract Adm Svcs/Other Lea's | 0.00 | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 15,000.00 | 0.00 |
| 43542 | Contract-Instructional Svc W/Lea's | 34,086.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 43548 | Charter Authorizer Fee | 2,500.00 | 2,500.00 | 2,500.00 | 40,000.00 | 0.00 | 2,500.00 | 0.00 |
| 43990 | Other Charges For Services | 159,427.18 | 50,000.00 | 50,000.00 | 227,770.00 | 0.00 | 50,000.00 | 0.00 |
| 43990- - MCT | Other Charges For Services - Murfreesboro City Transportation | 24,794.58 | 0.00 | 0.00 | 3,591.00 | 0.00 | 0.00 | 0.00 |
| | Total Education Charges | 286,035.26 | 162,500.00 | 162,500.00 | 300,880.50 | 0.00 | 162,500.00 | 0.00 |
| | Total Charges For Current Serv - | 286,035.26 | 162,500.00 | 162,500.00 | 300,880.50 | 0.00 | 162,500.00 | 0.00 |
| Other Local Revenues | | | | | | | | |
| Recurring Items | | | | | | | | |
| 44110 | Investment Income | 5,417,278.81 | 1,350,000.00 | 1,350,000.00 | 3,492,828.91 | 0.00 | 1,500,000.00 | 0.00 |
| 44120 | Lease/Rentals/PPP | 44,988.92 | 35,000.00 | 35,000.00 | 20,362.40 | 0.00 | 35,000.00 | 0.00 |
| 44130 | Sale Of Materials And Supplies | 3,631.50 | 10,000.00 | 10,000.00 | 4,604.00 | 0.00 | 10,000.00 | 0.00 |
| 44146 | Erate Funding | 215,488.23 | 0.00 | 0.00 | 187,169.21 | 0.00 | 0.00 | 0.00 |
| 44170 | Miscellaneous Refunds | 85,598.55 | 15,000.00 | 15,000.00 | 125,138.34 | 0.00 | 15,000.00 | 0.00 |
| | Total Recurring Items | 5,766,986.01 | 1,410,000.00 | 1,410,000.00 | 3,830,102.86 | 0.00 | 1,560,000.00 | 0.00 |
| Nonrecurring Items | | | | | | | | |
| 44530 | Sale Of Equipment | 40,151.84 | 15,000.00 | 15,000.00 | 93,466.65 | 0.00 | 15,000.00 | 0.00 |
| 44570 | Contributions & Gifts | 68,152.23 | 60,000.00 | 105,000.00 | 46,541.71 | 0.00 | 60,000.00 | 0.00 |
| 44570- - JJF | Contributions & Gifts - Jennings Jones Foundation | 0.00 | 0.00 | 0.00 | 15,000.00 | 0.00 | 0.00 | 0.00 |
| 44570- - -NTI | Contributions & Gifts - New Teacher Initiative | 24,391.00 | 0.00 | 0.00 | 25,150.00 | 0.00 | 0.00 | 0.00 |
| 44570- - UW | Contributions & Gifts - United Way | 815.02 | 0.00 | 0.00 | 3,890.27 | 0.00 | 0.00 | 0.00 |
| 44570- - CCF | Contributions & Gifts - Children's Clothing Fund | 6,675.31 | 0.00 | 0.00 | 8,176.12 | 0.00 | 0.00 | 0.00 |
| 44570- - CSH | Contributions & Gifts - Coordinated School Health | 5,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Fund : 141 General Purpose School Fund

Monthly Comparative: 83.33%

| Account Number | Account Description | Prior Year Year End Actual | Original Budget | Amended Budget | Actual April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|------------------------------------|---|----------------------------------|-----------------|----------------|----------------------|-----------------------|-----------------------|-----------------------|
| 44570- DMA | Contributions & Gifts - Daniel Mckee Alternative | 2,550.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 44570- HML | Contributions & Gifts - Homeless | 4,450.00 | 0.00 | 0.00 | 51,422.55 | 0.00 | 0.00 | 0.00 |
| 44570- RSF | Contributions & Gifts - Richard Seigel Foundation | 17,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 | 0.00 | 0.00 |
| 44570- STM | Contributions & Gifts - Stem Program | 1,450.00 | 0.00 | 0.00 | 1,125.00 | 0.00 | 0.00 | 0.00 |
| 44570- SWA | Contributions & Gifts - Smyrna West Alternative | 4,001.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 44570- TFBTS | Contributions & Gifts - Tools for Back to School | 19,849.62 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Nonrecurring Items | | 194,486.92 | 75,000.00 | 120,000.00 | 254,772.30 | 0.00 | 75,000.00 | 0.00 |
| Other Local Revenues | | | | | | | | |
| 44990 | Other Local Revenues | 775,334.52 | 768,000.00 | 768,000.00 | 507,750.47 | 0.00 | 768,000.00 | 0.00 |
| 44990- ADM-EPC | Other Local Revenues - Administration - Grants-Experienced Professionals in Classroom | 64,150.00 | 0.00 | 0.00 | 64,592.50 | 0.00 | 0.00 | 0.00 |
| 44990- UW2 | Other Local Revenues - United Way Grant | 69,796.30 | 0.00 | 0.00 | 16,210.64 | 0.00 | 0.00 | 0.00 |
| Other Local Revenues | | 909,280.82 | 768,000.00 | 768,000.00 | 588,553.61 | 0.00 | 768,000.00 | 0.00 |
| Total Other Local Revenues - Total | | 6,870,753.75 | 2,253,000.00 | 2,298,000.00 | 4,673,428.77 | 0.00 | 2,403,000.00 | 0.00 |
| State Of Tennessee | | | | | | | | |
| State Education Funds | | | | | | | | |
| 46510 | Tennessee Investment in Student Achievement | 334,489,301.17 | 334,057,142.00 | 334,057,142.00 | 310,889,671.23 | 0.00 | 361,823,829.00 | 0.00 |
| 46513 | TISA - On-behalf Payments | 1,089,566.38 | 8,026,166.00 | 8,026,166.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 46515 | Early Childhood Education | 1,971,820.22 | 0.00 | 2,305,385.00 | 1,501,141.55 | 0.00 | 1,300,000.00 | 0.00 |
| 46515- -IPK | Early Childhood Education - Integrated PreK | 70,058.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 46550 | Driver Education | 313,083.47 | 250,000.00 | 250,000.00 | 352,453.72 | 0.00 | 350,000.00 | 0.00 |
| 46590 | Other State Education Funds | 34,350.00 | 400,000.00 | 4,400,000.00 | 4,390,175.70 | 0.00 | 9,700,000.00 | 0.00 |
| 46590- -CMP | Other State Education Funds - Summer | 2,717,111.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Fund : 141 General Purpose School Fund

Monthly Comparative:

83.33%

| Account Number | Account Description | Prior Year Year End Actual | Original Budget | Amended Budget | Actual April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|------------------------------|---|----------------------------------|-----------------|----------------|----------------------|-----------------------|-----------------------|-----------------------|
| 46596 | Camp Program | | | | | | | |
| 46596 | Paid Parental Leave | 0.00 | 0.00 | 0.00 | 549,950.45 | 0.00 | 1,200,000.00 | 0.00 |
| 46610 | Career Ladder Program | 283,578.91 | 500,000.00 | 500,000.00 | 222,023.60 | 0.00 | 400,000.00 | 0.00 |
| 46790 | Other Vocational | 2,439,194.38 | 64,000.00 | 14,226,446.00 | 2,029,295.68 | 0.00 | 500,000.00 | 0.00 |
| Total State Education Funds | | 343,408,064.01 | 343,297,308.00 | 363,765,139. | 319,934,711. | 0.00 | 375,273,829.00 | 0.00 |
| Other State Revenues | | | | | | | | |
| 46851 | State Revenue Sharing - T.V.A. | 3,168,015.57 | 2,750,000.00 | 2,750,000.00 | 2,293,462.14 | 0.00 | 2,850,000.00 | 0.00 |
| 46980 | Other State Grants | 17,284.10 | 20,000.00 | 925,497.00 | 836,437.15 | 0.00 | 20,000.00 | 0.00 |
| 46980- - SSG | Other State Grants - School Security Grant | 1,162,379.36 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 46981 | Safe Schools | 294,063.74 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 46990 | Other State Revenues | 1,020,588.93 | 0.00 | 0.00 | 230,246.98 | 0.00 | 0.00 | 0.00 |
| Total Other State Revenues | | 5,662,331.70 | 2,770,000.00 | 3,675,497.00 | 3,360,146.27 | 0.00 | 2,870,000.00 | 0.00 |
| Total State Of Tennessee - | | 349,070,395.71 | 346,067,308.00 | 367,440,636. | 323,294,858. | 0.00 | 378,143,829.00 | 0.00 |
| Federal Government | | | | | | | | |
| Federal Through State | | | | | | | | |
| 47143 | Special Education - Grants | 411,584.75 | 500,000.00 | 500,000.00 | 740,723.47 | 0.00 | 600,000.00 | 0.00 |
| 47401- - BOE | ESSER 3.0 - Board Of Education | 398,359.53 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 47590- - CMP | Other Federal Through State - Summer Camp Program | 244,092.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Federal Through State | | 1,054,036.42 | 500,000.00 | 500,000.00 | 740,723.47 | 0.00 | 600,000.00 | 0.00 |
| Direct Federal Revenue | | | | | | | | |
| 47640 | Rotc Reimbursement | 808,831.10 | 850,000.00 | 850,000.00 | 562,755.22 | 0.00 | 850,000.00 | 0.00 |
| Total Direct Federal Revenue | | 808,831.10 | 850,000.00 | 850,000.00 | 562,755.22 | 0.00 | 850,000.00 | 0.00 |
| Total Federal Government - | | 1,862,867.52 | 1,350,000.00 | 1,350,000.00 | 1,303,478.69 | 0.00 | 1,450,000.00 | 0.00 |

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Rutherford County Government
Budget Worksheet Report
April 2025

User:
Date/Time:

Michael Smith
5/12/2025 5:13 PM
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Fund : 141 General Purpose School Fund

Monthly Comparative: 83.33%

| Account Number | Account Description | Prior Year Year End Actual | Original Budget | Amended Budget | Actual April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|---------------------------------|--|----------------------------------|-----------------|----------------|----------------------|-----------------------|-----------------------|-----------------------|
| Other Sources (Non-Revenue) | | | | | | | | |
| 49700 | Insurance Recovery | 4,825.00 | 50,000.00 | 50,000.00 | 32,623.34 | 0.00 | 50,000.00 | 0.00 |
| 49800 | Transfers In | 237,852.76 | 1,600,000.00 | 1,600,000.00 | 28,072.91 | 0.00 | 1,600,000.00 | 0.00 |
| 49800- - ADM- DIS | Transfers In - Administration - Discipline Disproportionality | 0.00 | 0.00 | 0.00 | 413,028.67 | 0.00 | 0.00 | 0.00 |
| 49800- - ARP- DIS | Transfers In - ARP Disproportionality - Discipline Disproportionality | 105,176.97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Other Sources (Non-Rev) | | 347,854.73 | 1,650,000.00 | 1,650,000.00 | 473,724.92 | 0.00 | 1,650,000.00 | 0.00 |
| Total Other Sources (Non-Rev) - | | 347,854.73 | 1,650,000.00 | 1,650,000.00 | 473,724.92 | 0.00 | 1,650,000.00 | 0.00 |
| Total Revenues | | 550,993,641.78 | 538,434,765.00 | 559,853,093.00 | 491,996,451.75 | 0.00 | 573,385,825.00 | 0.00 |
| Total For Fund: 141 | | 550,993,641.78 | 538,434,765.00 | 559,853,093.19 | 491,996,451.75 00 | 0.00 | 573,385,825.00 | 0.00 |

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Rutherford County Government
Budget Report 7 Column by Fund-Summarized (Expense
For Fiscal Year Ending JUNE 30,2026

User: Brian Runion
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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| Statement of Proposed Operations Fiscal Year Ending June 30, 2026 | | | Actual 2024 | Original Budget 2025 | Amended Budget Thru April 2025 | Est & Bgt Thru April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|--|------------------------------|-----------------------------------|----------------|-------------------------|--------------------------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| Account Number | | | | | | | | | |
| Estimated/Appropriated/Actual | | | | | | | | | |
| Expenditures | | | | | | | | | |
| 71100 | Reg Education Prg - Elem/Sec | | | | | | | | |
| 71100 | 116 | Teachers | 190,799,382 | 197,790,145 | 197,790,145 | 134,961,507 | 0 | 216,294,795 | 0 |
| 71100 | 117 | Career Ladder Program | 165,616 | 300,000 | 300,000 | 125,031 | 0 | 200,000 | 0 |
| 71100 | 163 | Educational Assistants | 6,829,445 | 7,531,787 | 7,531,787 | 5,993,507 | 0 | 7,766,731 | 0 |
| 71100 | 189 | Other Salaries & Wages | 1,776,532 | 1,902,350 | 1,902,350 | 1,433,332 | 0 | 1,730,188 | 0 |
| 71100 | 201 | Social Security | 11,793,887 | 12,866,505 | 12,866,505 | 8,285,927 | 0 | 13,434,886 | 0 |
| 71100 | 204 | Pensions | 14,739,630 | 13,614,299 | 13,614,299 | 10,535,419 | 0 | 13,014,163 | 0 |
| 71100 | 206 | Life Insurance | 67,804 | 90,000 | 90,000 | 55,741 | 0 | 90,000 | 0 |
| 71100 | 207 | Medical Insurance | 29,545,678 | 28,000,000 | 28,000,000 | 25,048,938 | 0 | 30,000,000 | 0 |
| 71100 | 210 | Unemployment Compensation | 1,386 | 25,000 | 25,000 | 17,324 | 0 | 25,000 | 0 |
| 71100 | 212 | Employer Medicare | 2,781,505 | 3,009,102 | 3,009,102 | 1,960,621 | 0 | 3,142,030 | 0 |
| 71100 | 217 | Retirement - Hybrid Stabilization | 929,259 | 980,000 | 980,000 | 663,135 | 0 | 1,000,000 | 0 |
| 71100 | 299 | Other Fringe Benefits | 290,512 | 300,000 | 300,000 | 236,701 | 0 | 350,000 | 0 |
| 71100 | 312 | Contracts W/Private Agencies | 187,700 | 385,000 | 385,000 | 330,385 | 0 | 385,000 | 0 |
| 71100 | 336 | Maint. & Repair Serv. - Equip. | 6,900 | 25,000 | 25,000 | 2,245 | 0 | 25,000 | 0 |
| 71100 | 369 | Contract For Sub Teachers-Cert | 919,018 | 850,000 | 850,000 | 788,146 | 0 | 1,000,000 | 0 |
| 71100 | 370 | Contract For Subteacher-Noncer | 2,805,566 | 2,600,000 | 2,600,000 | 2,363,370 | 0 | 3,000,000 | 0 |
| 71100 | 399 | Other Contracted Services | 520,389 | 2,922,327 | 2,929,827 | 3,269,551 | 0 | 2,300,881 | 0 |
| 71100 | 429 | Instructional Supp & Mat | 3,307,772 | 3,050,000 | 3,050,000 | 2,895,389 | 0 | 2,200,000 | 0 |
| 71100 | 449 | Textbooks | 1,755,256 | 1,500,000 | 1,500,000 | 563,734 | 0 | 600,000 | 0 |
| 71100 | 471 | Software Fine Arts | 1,818,886 | 0 | 0 | 0 | 0 | 0 | 0 |
| 71100 | 499 | Other Supplies And Materials | (50,274) | 50,000 | 50,000 | 15,952 | 0 | 438,680 | 0 |
| 71100 | 535 | Fee Waivers | 90,044 | 40,000 | 40,000 | 24,501 | 0 | 40,000 | 0 |
| 71100 | 595 | TISA - On-behalf Payments | 797,168 | 0 | 0 | 0 | 0 | 0 | 0 |
| 71100 | 599 | Other Charges | 19,359 | 50,000 | 70,000 | 44,085 | 0 | 75,000 | 0 |
| 71100 | 722 | Regular Instruction Equipment | 4,111,466 | 200,000 | 200,000 | 188,255 | 0 | 150,000 | 0 |
| Total | Reg Education Prg - Elem/Sec | | 276,009,886 | 278,081,515 | 278,109,015 | 199,802,796 | 0 | 297,262,354 | 0 |

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Rutherford County Government
Budget Report 7 Column by Fund-Summarized (Expense)
For Fiscal Year Ending JUNE 30, 2026

User: Brian Runion
Date/Time: 5/7/2025 4:16
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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| Account Number | | | Actual 2024 | Original Budget 2025 | Amended Budget Thru April 2025 | Est & Bgt Thru April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|--|-----|-----------------------------------|------------------|-------------------------|--------------------------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| 71150 Alternative Instruction | | | | | | | | | |
| 71150 | 116 | Teachers | 2,032,566 | 2,525,308 | 2,525,308 | 1,492,359 | 0 | 2,703,340 | 0 |
| 71150 | 117 | Career Ladder Program | 3,500 | 7,000 | 7,000 | 3,200 | 0 | 4,000 | 0 |
| 71150 | 163 | Educational Assistants | 230,545 | 247,207 | 247,207 | 362,454 | 0 | 911,881 | 0 |
| 71150 | 201 | Social Security | 134,169 | 172,330 | 172,330 | 107,312 | 0 | 224,392 | 0 |
| 71150 | 204 | Pensions | 170,325 | 190,423 | 190,423 | 144,384 | 0 | 268,831 | 0 |
| 71150 | 206 | Life Insurance | 839 | 900 | 900 | 826 | 0 | 1,500 | 0 |
| 71150 | 207 | Medical Insurance | 294,466 | 316,000 | 316,000 | 303,843 | 0 | 420,000 | 0 |
| 71150 | 210 | Unemployment Compensation | 361 | 2,000 | 2,000 | 0 | 0 | 2,000 | 0 |
| 71150 | 212 | Employer Medicare | 31,514 | 40,303 | 40,303 | 25,600 | 0 | 52,479 | 0 |
| 71150 | 217 | Retirement - Hybrid Stabilization | 7,311 | 7,000 | 7,000 | 5,502 | 0 | 10,000 | 0 |
| 71150 | 299 | Other Fringe Benefits | 3,350 | 3,100 | 3,100 | 3,128 | 0 | 5,000 | 0 |
| 71150 | 399 | Other Contracted Services | 1,487 | 1,990 | 1,990 | 2,720 | 0 | 2,500 | 0 |
| 71150 | 429 | Instructional Supp & Mat | 8,779 | 20,000 | 20,000 | 18,532 | 0 | 20,000 | 0 |
| 71150 | 790 | Other Equipment | 1,339 | 40,000 | 30,000 | 1,385 | 0 | 30,000 | 0 |
| Total Alternative Instruction | | | 2,920,551 | 3,573,561 | 3,563,561 | 2,471,245 | 0 | 4,655,923 | 0 |
| 71200 Special Education Program | | | | | | | | | |
| 71200 | 116 | Teachers | 18,374,316 | 20,289,212 | 20,289,212 | 13,211,949 | 0 | 20,086,127 | 0 |
| 71200 | 117 | Career Ladder Program | 14,799 | 43,000 | 43,000 | 8,795 | 0 | 20,000 | 0 |
| 71200 | 163 | Educational Assistants | 8,781,429 | 9,987,541 | 10,329,541 | 8,366,452 | 0 | 11,208,821 | 0 |
| 71200 | 171 | Speech Pathologist | 2,796,826 | 2,870,157 | 2,933,873 | 1,958,984 | 0 | 2,864,393 | 0 |
| 71200 | 189 | Other Salaries & Wages | 405,552 | 420,037 | 420,037 | 269,403 | 0 | 411,050 | 0 |
| 71200 | 201 | Social Security | 1,764,338 | 1,925,989 | 1,947,723 | 1,376,644 | 0 | 2,144,604 | 0 |
| 71200 | 204 | Pensions | 2,526,182 | 2,688,905 | 2,725,222 | 2,082,455 | 0 | 2,743,650 | 0 |
| 71200 | 206 | Life Insurance | 15,060 | 13,000 | 13,150 | 12,490 | 0 | 15,000 | 0 |
| 71200 | 207 | Medical Insurance | 5,795,356 | 5,167,275 | 5,287,275 | 4,969,102 | 0 | 5,500,000 | 0 |
| 71200 | 210 | Unemployment Compensation | 19,208 | 17,000 | 17,000 | 11,918 | 0 | 17,000 | 0 |
| 71200 | 212 | Employer Medicare | 418,380 | 450,233 | 456,116 | 324,570 | 0 | 501,561 | 0 |
| 71200 | 217 | Retirement - Hybrid Stabilization | 106,143 | 130,000 | 130,000 | 75,877 | 0 | 13,000 | 0 |

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Rutherford County Government
Budget Report 7 Column by Fund-Summarized (Expense)
For Fiscal Year Ending JUNE 30, 2026

User: Brian Runion
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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| Account Number | | | Actual 2024 | Original Budget 2025 | Amended Budget Thru April 2025 | Est & Bgt Thru April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|--|-----|-----------------------------------|----------------|-------------------------|--------------------------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| 71200 | 299 | Other Fringe Benefits | 46,056 | 46,000 | 46,060 | 38,305 | 0 | 48,000 | 0 |
| 71200 | 312 | Contracts W/Private Agencies | 1,467,228 | 1,500,000 | 1,500,000 | 1,952,428 | 0 | 2,000,000 | 0 |
| 71200 | 322 | Evaluation And Testing | 104,595 | 110,000 | 110,000 | 53,850 | 0 | 100,000 | 0 |
| 71200 | 336 | Maint. & Repair Serv. - Equip. | 0 | 5,000 | 5,000 | 2,480 | 0 | 5,000 | 0 |
| 71200 | 369 | Contract For Sub Teachers-Cert | 158,559 | 150,000 | 150,000 | 163,021 | 0 | 250,000 | 0 |
| 71200 | 370 | Contract For Subteacher-Noncer | 490,467 | 400,000 | 400,000 | 463,063 | 0 | 500,000 | 0 |
| 71200 | 399 | Other Contracted Services | 15,026 | 30,000 | 30,000 | 38,157 | 0 | 40,000 | 0 |
| 71200 | 429 | Instructional Supp & Mat | 151,754 | 150,000 | 327,660 | 208,096 | 0 | 170,000 | 0 |
| 71200 | 449 | Textbooks | 5,556 | 25,000 | 25,000 | 23,856 | 0 | 25,000 | 0 |
| 71200 | 499 | Other Supplies And Materials | 100,294 | 120,000 | 315,264 | 174,837 | 0 | 35,000 | 0 |
| 71200 | 595 | TISA - On-behalf Payments | 292,399 | 0 | 0 | 0 | 0 | 0 | 0 |
| 71200 | 599 | Other Charges | 2,709 | 10,000 | 10,000 | 575 | 0 | 3,000 | 0 |
| 71200 | 725 | Special Education Equipment | 5,684 | 50,000 | 50,000 | 2,873 | 0 | 20,000 | 0 |
| Total Special Education Program | | | 43,857,916 | 46,598,349 | 47,561,133 | 35,790,180 | 0 | 48,721,206 | 0 |
| | | | | | | | | | |
| 71300 Career and Technical Education Program | | | | | | | | | |
| 71300 | 116 | Teachers | 14,305,616 | 14,721,720 | 14,721,720 | 10,477,087 | 0 | 15,918,536 | 0 |
| 71300 | 117 | Career Ladder Program | 5,900 | 13,000 | 13,000 | 4,800 | 0 | 7,500 | 0 |
| 71300 | 162 | Clerical Personnel | 298,305 | 321,905 | 321,905 | 255,327 | 0 | 328,550 | 0 |
| 71300 | 163 | Educational Assistants | 28,632 | 27,332 | 27,332 | 23,591 | 0 | 28,798 | 0 |
| 71300 | 189 | Other Salaries & Wages | 600,248 | 664,005 | 1,530,727 | 518,907 | 0 | 0 | 0 |
| 71300 | 201 | Social Security | 900,942 | 976,374 | 1,032,596 | 658,014 | 0 | 1,009,570 | 0 |
| 71300 | 204 | Pensions | 1,138,383 | 1,020,848 | 1,095,840 | 834,840 | 0 | 963,065 | 0 |
| 71300 | 206 | Life Insurance | 4,798 | 6,500 | 7,278 | 4,007 | 0 | 7,000 | 0 |
| 71300 | 207 | Medical Insurance | 2,288,110 | 2,000,000 | 2,143,627 | 1,951,053 | 0 | 2,500,000 | 0 |
| 71300 | 210 | Unemployment Compensation | 0 | 10,000 | 10,000 | 6,026 | 0 | 10,000 | 0 |
| 71300 | 212 | Employer Medicare | 212,019 | 228,345 | 241,493 | 155,200 | 0 | 236,109 | 0 |
| 71300 | 217 | Retirement - Hybrid Stabilization | 86,135 | 75,000 | 77,059 | 64,395 | 0 | 80,000 | 0 |
| 71300 | 299 | Other Fringe Benefits | 22,297 | 23,000 | 24,460 | 18,273 | 0 | 25,000 | 0 |
| 71300 | 336 | Maint. & Repair Serv. - Equip. | 55,044 | 70,500 | 70,500 | 70,329 | 0 | 70,500 | 0 |
| 71300 | 399 | Other Contracted Services | 52,592 | 75,000 | 75,000 | 75,839 | 0 | 97,930 | 0 |

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Rutherford County Government
Budget Report 7 Column by Fund-Summarized (Expense)
For Fiscal Year Ending JUNE 30, 2026

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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| | | | Actual | Original Budget | Amended Budget | Est & Bgt Thru | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|--|-----|-----------------------------------|------------|-----------------|--------------------|----------------|-----------------------|-----------------------|-----------------------|
| Account Number | | | 2024 | 2025 | Thru April 2025 | April 2025 | | | |
| 71300 | 429 | Instructional Supp & Mat | 355,627 | 590,000 | 602,800 | 435,150 | 0 | 570,000 | 0 |
| 71300 | 448 | T&I Construction Materials | 76,185 | 120,000 | 120,000 | 91,090 | 0 | 100,000 | 0 |
| 71300 | 449 | Textbooks - Bound | 301,588 | 334,000 | 359,000 | 342,128 | 0 | 300,000 | 0 |
| 71300 | 499 | Other Supplies And Materials | 670,560 | 500,000 | 3,538,294 | 521,709 | 0 | 500,000 | 0 |
| 71300 | 730 | Vocational Instruction Equipment | 1,481,866 | 725,000 | 2,251,165 | 1,287,819 | 0 | 625,000 | 0 |
| Total Career and Technical Education Program | | | 22,884,847 | 22,502,529 | 28,263,796 | 17,795,584 | 0 | 23,377,558 | 0 |
| | | | | | | | | | |
| 72110 Attendance | | | | | | | | | |
| 72110 | 105 | Supervisor/Director | 187,779 | 193,848 | 193,848 | 161,540 | 0 | 199,760 | 0 |
| 72110 | 117 | Career Ladder Program | 3,000 | 4,500 | 4,500 | 2,800 | 0 | 2,000 | 0 |
| 72110 | 130 | Social Workers | 363,189 | 554,395 | 554,395 | 415,100 | 0 | 570,540 | 0 |
| 72110 | 162 | Clerical Personnel | 264,193 | 275,912 | 276,977 | 222,828 | 0 | 288,795 | 0 |
| 72110 | 189 | Other Salaries & Wages | 90,240 | 94,008 | 94,008 | 78,340 | 0 | 97,994 | 0 |
| 72110 | 201 | Social Security | 50,800 | 69,605 | 69,672 | 49,331 | 0 | 71,863 | 0 |
| 72110 | 204 | Pensions | 74,595 | 91,821 | 91,948 | 70,066 | 0 | 92,330 | 0 |
| 72110 | 206 | Life Insurance | 202 | 400 | 400 | 193 | 0 | 400 | 0 |
| 72110 | 207 | Medical Insurance | 123,398 | 100,000 | 100,000 | 125,306 | 0 | 130,000 | 0 |
| 72110 | 212 | Employer Medicare | 12,675 | 16,279 | 16,295 | 12,209 | 0 | 16,807 | 0 |
| 72110 | 217 | Retirement - Hybrid Stabilization | 316 | 320 | 320 | 232 | 0 | 320 | 0 |
| 72110 | 299 | Other Fringe Benefits | 1,099 | 1,200 | 1,200 | 1,102 | 0 | 1,500 | 0 |
| 72110 | 355 | Travel | 4,351 | 5,000 | 5,000 | 2,666 | 0 | 8,000 | 0 |
| 72110 | 399 | Other Contracted Services | 275,437 | 460,000 | 460,000 | 412,883 | 0 | 475,000 | 0 |
| 72110 | 499 | Other Supplies And Materials | 3,383 | 10,000 | 10,000 | 2,759 | 0 | 13,000 | 0 |
| 72110 | 524 | In Service/Staff Development | 2,500 | 12,000 | 12,000 | 10,340 | 0 | 15,000 | 0 |
| 72110 | 704 | Attendance And Health Equipment | 2,859 | 4,075 | 4,075 | 0 | 0 | 4,075 | 0 |
| Total Attendance | | | 1,460,016 | 1,893,363 | 1,894,638 | 1,567,695 | 0 | 1,987,384 | 0 |
| | | | | | | | | | |
| 72120 Health Services | | | | | | | | | |
| 72120 | 105 | Supervisor/Director | 201,344 | 208,889 | 208,889 | 166,913 | 0 | 216,551 | 0 |
| 72120 | 131 | Medical Personnel | 3,985,614 | 4,333,705 | 4,333,705 | 3,073,757 | 0 | 5,085,851 | 0 |

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Rutherford County Government
Budget Report 7 Column by Fund-Summarized (Expense)
For Fiscal Year Ending JUNE 30, 2026

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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| | | | Actual | Original Budget | Amended Budget | Est & Bgt Thru | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|-----------------------------|-----|---|-----------|-----------------|--------------------|----------------|-----------------------|-----------------------|-----------------------|
| Account Number | | | 2024 | 2025 | Thru April 2025 | April 2025 | | | |
| 72120 | 189 | Other Salaries & Wages | 47,366 | 49,880 | 49,880 | 37,410 | 0 | 141,249 | 0 |
| 72120 | 201 | Social Security | 252,479 | 284,733 | 284,733 | 193,408 | 0 | 337,506 | 0 |
| 72120 | 204 | Pensions | 383,024 | 436,285 | 436,285 | 298,590 | 0 | 363,033 | 0 |
| 72120 | 206 | Life Insurance | 1,264 | 1,550 | 1,550 | 1,078 | 0 | 1,600 | 0 |
| 72120 | 207 | Medical Insurance | 517,906 | 540,115 | 540,115 | 464,268 | 0 | 575,000 | 0 |
| 72120 | 210 | Unemployment Compensation Nurse - GP Scl(275) | | 0 | 0 | 0 | 0 | 0 | 0 |
| 72120 | 212 | Employer Medicare | 59,076 | 66,591 | 66,591 | 45,268 | 0 | 78,933 | 0 |
| 72120 | 217 | Retirement - Hybrid Stabilization | 26,280 | 30,000 | 30,000 | 20,162 | 0 | 30,000 | 0 |
| 72120 | 299 | Other Fringe Benefits | 5,927 | 6,000 | 6,000 | 5,108 | 0 | 6,500 | 0 |
| 72120 | 355 | Travel | 12,133 | 17,200 | 16,200 | 12,401 | 0 | 13,000 | 0 |
| 72120 | 399 | Other Contracted Services | 167,240 | 225,000 | 225,000 | 221,583 | 0 | 404,722 | 0 |
| 72120 | 413 | Drugs And Medical Supplies | 8,226 | 15,000 | 15,000 | 10,871 | 0 | 15,000 | 0 |
| 72120 | 499 | Other Supplies And Materials | 63,356 | 94,000 | 84,000 | 70,294 | 0 | 93,000 | 0 |
| 72120 | 524 | In Service/Staff Development | 10,286 | 15,000 | 36,000 | 28,785 | 0 | 45,725 | 0 |
| 72120 | 599 | Other Charges | 0 | 2,750 | 2,750 | 785 | 0 | 2,750 | 0 |
| 72120 | 735 | Health Equipment | 48,638 | 91,000 | 81,000 | 74,403 | 0 | 80,000 | 0 |
| Total Health Services | | | 5,789,884 | 6,417,698 | 6,417,698 | 4,725,084 | 0 | 7,490,420 | 0 |
| | | | | | | | | | |
| 72130 Other Student Support | | | | | | | | | |
| 72130 | 117 | Career Ladder Program | 13,000 | 21,000 | 21,000 | 6,970 | 0 | 15,000 | 0 |
| 72130 | 123 | Guidance Personnel | 8,021,921 | 8,467,651 | 8,467,651 | 5,680,223 | 0 | 9,015,696 | 0 |
| 72130 | 130 | Social Workers | 951,383 | 1,309,685 | 1,309,685 | 883,874 | 0 | 1,439,577 | 0 |
| 72130 | 162 | Clerical Personnel | 435,035 | 480,235 | 480,235 | 405,266 | 0 | 493,546 | 0 |
| 72130 | 163 | Educational Assistants Administration | (10,589) | 0 | 0 | 0 | 0 | 0 | 0 |
| 72130 | 171 | Speech Pathologist | 0 | 63,716 | 0 | 0 | 0 | 61,450 | 0 |
| 72130 | 189 | Other Salaries & Wages | 2,985,370 | 3,619,969 | 3,619,969 | 2,916,726 | 0 | 4,271,556 | 0 |
| 72130 | 201 | Social Security | 737,787 | 865,660 | 861,710 | 583,714 | 0 | 948,403 | 0 |
| 72130 | 204 | Pensions | 973,782 | 1,028,175 | 1,022,638 | 787,753 | 0 | 928,700 | 0 |
| 72130 | 206 | Life Insurance | 3,895 | 5,000 | 5,000 | 3,368 | 0 | 5,000 | 0 |
| 72130 | 207 | Medical Insurance | 1,792,932 | 1,700,000 | 1,700,000 | 1,690,252 | 0 | 2,000,000 | 0 |
| 72130 | 210 | Unemployment Compensation | (154) | 2,000 | 2,000 | 1,442 | 0 | 2,500 | 0 |

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Rutherford County Government
Budget Report 7 Column by Fund-Summarized (Expense)
For Fiscal Year Ending JUNE 30, 2026

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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| | | | Actual | Original Budget | Amended Budget | Est & Bgt Thru | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|-----------------------------------|-----|-----------------------------------|------------|-----------------|--------------------|----------------|-----------------------|-----------------------|-----------------------|
| Account Number | | | 2024 | 2025 | Thru April 2025 | April 2025 | | | |
| 72130 | 212 | Employer Medicare | 172,547 | 202,453 | 201,529 | 136,519 | 0 | 221,804 | 0 |
| 72130 | 217 | Retirement - Hybrid Stabilization | 52,507 | 50,000 | 50,000 | 38,607 | 0 | 50,000 | 0 |
| 72130 | 299 | Other Fringe Benefits | 18,078 | 17,000 | 17,000 | 15,738 | 0 | 20,000 | 0 |
| 72130 | 309 | Contracts W/Government Agencies | 679,872 | 320,000 | 720,000 | 524,126 | 0 | 475,000 | 0 |
| 72130 | 322 | Evaluation And Testing | 0 | 200,000 | 200,000 | 0 | 0 | 0 | 0 |
| 72130 | 355 | Travel | 14,934 | 26,244 | 26,244 | 14,144 | 0 | 26,250 | 0 |
| 72130 | 399 | Other Contracted Services | 248,025 | 80,000 | 171,322 | 180,135 | 0 | 733,326 | 0 |
| 72130 | 499 | Other Supplies And Materials | 34,811 | 55,000 | 146,569 | 237,331 | 0 | 60,000 | 0 |
| 72130 | 524 | In Service/Staff Development | 31,458 | 25,000 | 25,000 | 20,782 | 0 | 77,465 | 0 |
| 72130 | 599 | Other Charges | 0 | 0 | 25,000 | 30,300 | 0 | 0 | 0 |
| 72130 | 790 | Other Equipment | 57,197 | 60,000 | 2,660,000 | 2,626,367 | 0 | 68,480 | 0 |
| Total Other Student Support | | | 17,213,791 | 18,598,788 | 21,732,552 | 16,783,637 | 0 | 20,913,753 | 0 |
| | | | | | | | | | |
| 72210 Regular Instruction Program | | | | | | | | | |
| 72210 | 105 | Supervisor/Director | 1,093,121 | 1,221,608 | 1,221,608 | 956,200 | 0 | 1,251,507 | 0 |
| 72210 | 117 | Career Ladder Program | 18,265 | 43,000 | 43,000 | 13,183 | 0 | 25,000 | 0 |
| 72210 | 129 | Librarians | 4,196,279 | 4,359,070 | 4,359,070 | 2,960,428 | 0 | 4,416,510 | 0 |
| 72210 | 132 | Materials Supervisor | 74,409 | 77,516 | 77,516 | 64,597 | 0 | 80,803 | 0 |
| 72210 | 138 | Instructional Computer Personnel | 409,398 | 541,455 | 541,455 | 354,499 | 0 | 628,197 | 0 |
| 72210 | 161 | Secretary(S) | 93,705 | 102,727 | 103,123 | 82,975 | 0 | 107,523 | 0 |
| 72210 | 162 | Clerical Personnel | 118,489 | 115,519 | 115,902 | 93,433 | 0 | 137,961 | 0 |
| 72210 | 163 | Educational Assistants | 796,524 | 839,620 | 839,620 | 720,289 | 0 | 1,126,595 | 0 |
| 72210 | 189 | Other Salaries & Wages | 2,922,900 | 4,077,025 | 4,086,005 | 3,368,277 | 0 | 4,564,692 | 0 |
| 72210 | 196 | In-Service Training | 4,200 | 10,000 | 10,000 | 0 | 0 | 0 | 0 |
| 72210 | 201 | Social Security | 581,430 | 706,028 | 706,634 | 504,944 | 0 | 765,005 | 0 |
| 72210 | 204 | Pensions | 721,130 | 914,303 | 915,463 | 611,234 | 0 | 831,406 | 0 |
| 72210 | 206 | Life Insurance | 2,806 | 3,400 | 3,542 | 2,488 | 0 | 3,500 | 0 |
| 72210 | 207 | Medical Insurance | 1,316,690 | 1,400,000 | 1,400,000 | 1,230,821 | 0 | 1,500,000 | 0 |
| 72210 | 210 | Unemployment Compensation | (100) | 1,000 | 1,000 | 280 | 0 | 1,000 | 0 |
| 72210 | 212 | Employer Medicare | 136,144 | 164,974 | 165,116 | 119,659 | 0 | 178,912 | 0 |
| 72210 | 217 | Retirement - Hybrid Stabilization | 7,966 | 15,000 | 15,000 | 5,044 | 0 | 15,000 | 0 |

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Rutherford County Government
Budget Report 7 Column by Fund-Summarized (Expense)
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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| | | | Actual | Original Budget | Amended Budget | Est & Bgt Thru | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|-----------------------------------|-----|-----------------------------------|------------|-----------------|--------------------|----------------|-----------------------|-----------------------|-----------------------|
| Account Number | | | 2024 | 2025 | Thru April 2025 | April 2025 | | | |
| 72210 | 299 | Other Fringe Benefits | 13,573 | 13,000 | 13,000 | 12,113 | 0 | 15,000 | 0 |
| 72210 | 336 | Maint. & Repair Serv. - Equip. | 0 | 2,000 | 2,000 | 0 | 0 | 2,000 | 0 |
| 72210 | 355 | Travel | 85,504 | 75,000 | 75,000 | 64,913 | 0 | 75,000 | 0 |
| 72210 | 399 | Other Contracted Services | 249,643 | 272,000 | 272,000 | 264,461 | 0 | 203,950 | 0 |
| 72210 | 432 | Library Books | 249,824 | 245,000 | 275,000 | 295,948 | 0 | 300,000 | 0 |
| 72210 | 471 | Software Administration | 95,900 | 0 | 0 | 0 | 0 | 0 | 0 |
| 72210 | 499 | Other Supplies And Materials | 170,016 | 200,000 | 170,000 | 83,646 | 0 | 176,542 | 0 |
| 72210 | 524 | In Service/Staff Development | 220,288 | 250,000 | 250,000 | 162,277 | 0 | 250,000 | 0 |
| 72210 | 599 | Other Charges | (425) | 0 | 0 | 425 | 0 | 2,450 | 0 |
| 72210 | 790 | Other Equipment | 23,635 | 100,000 | 205,000 | 202,665 | 0 | 10,000 | 0 |
| Total Regular Instruction Program | | | 13,601,314 | 15,749,245 | 15,866,054 | 12,174,799 | 0 | 16,668,553 | 0 |
| | | | | | | | | | |
| 72215 Alternative Instruction Prg | | | | | | | | | |
| 72215 | 105 | Supervisor/Director | 259,010 | 464,638 | 464,638 | 223,898 | 0 | 392,019 | 0 |
| 72215 | 117 | Career Ladder Program | 1,500 | 6,000 | 6,000 | 800 | 0 | 2,500 | 0 |
| 72215 | 123 | Guidance Personnel | 168,923 | 333,377 | 333,377 | 137,386 | 0 | 266,134 | 0 |
| 72215 | 129 | Librarians | 67,147 | 70,384 | 70,384 | 66,484 | 0 | 98,105 | 0 |
| 72215 | 130 | Social Workers | 0 | 60,990 | 60,990 | 0 | 0 | 0 | 0 |
| 72215 | 162 | Clerical Personnel | 74,393 | 79,272 | 79,272 | 72,042 | 0 | 124,748 | 0 |
| 72215 | 189 | Other Salaries & Wages | 304,470 | 525,793 | 526,129 | 265,847 | 0 | 540,666 | 0 |
| 72215 | 201 | Social Security | 52,413 | 95,508 | 95,529 | 43,962 | 0 | 88,299 | 0 |
| 72215 | 204 | Pensions | 66,442 | 118,859 | 118,899 | 56,319 | 0 | 98,910 | 0 |
| 72215 | 206 | Life Insurance | 231 | 300 | 300 | 226 | 0 | 300 | 0 |
| 72215 | 207 | Medical Insurance | 110,760 | 10,100 | 101,000 | 126,142 | 0 | 130,000 | 0 |
| 72215 | 212 | Employer Medicare | 12,258 | 22,337 | 22,342 | 10,641 | 0 | 20,651 | 0 |
| 72215 | 217 | Retirement - Hybrid Stabilization | 296 | 350 | 350 | 554 | 0 | 1,000 | 0 |
| 72215 | 299 | Other Fringe Benefits | 1,221 | 1,200 | 1,200 | 1,170 | 0 | 1,500 | 0 |
| 72215 | 399 | Other Contracted Services | 2,736 | 4,500 | 6,500 | 6,212 | 0 | 4,500 | 0 |
| 72215 | 432 | Library Books | 2,488 | 10,000 | 10,000 | 11,973 | 0 | 2,000 | 0 |
| 72215 | 499 | Other Supplies And Materials | 27,698 | 30,000 | 31,000 | 33,048 | 0 | 30,000 | 0 |
| 72215 | 524 | In Service/Staff Development | 2,343 | 6,000 | 6,000 | 2,773 | 0 | 6,000 | 0 |

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Rutherford County Government
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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| Account Number | | | Actual 2024 | Original Budget 2025 | Amended Budget Thru April 2025 | Est & Bgt Thru April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|--|-----|-----------------------------------|----------------|-------------------------|--------------------------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| 72215 | 790 | Other Equipment | 1,494 | 10,000 | 10,000 | 1,260 | 0 | 10,000 | 0 |
| Total Alternative Instruction Prg | | | 1,155,823 | 1,849,608 | 1,943,910 | 1,060,737 | 0 | 1,817,332 | 0 |
| | | | | | | | | | |
| 72220 Special Education Program | | | | | | | | | |
| 72220 | 105 | Supervisor/Director | 140,672 | 145,630 | 145,630 | 121,359 | 0 | 150,764 | 0 |
| 72220 | 117 | Career Ladder Program | 4,000 | 9,000 | 9,000 | 1,600 | 0 | 5,000 | 0 |
| 72220 | 131 | Medical Personnel | 1,281,512 | 1,364,625 | 1,364,625 | 974,318 | 0 | 1,386,343 | 0 |
| 72220 | 162 | Clerical Personnel | 197,542 | 205,774 | 216,579 | 174,267 | 0 | 225,822 | 0 |
| 72220 | 189 | Other Salaries & Wages | 640,529 | 816,721 | 886,721 | 397,105 | 0 | 527,585 | 0 |
| 72220 | 201 | Social Security | 133,482 | 157,589 | 162,599 | 97,373 | 0 | 142,322 | 0 |
| 72220 | 204 | Pensions | 184,660 | 173,014 | 180,598 | 140,786 | 0 | 182,152 | 0 |
| 72220 | 206 | Life Insurance | 596 | 821 | 834 | 462 | 0 | 900 | 0 |
| 72220 | 207 | Medical Insurance | 232,521 | 285,000 | 295,000 | 169,878 | 0 | 295,000 | 0 |
| 72220 | 212 | Employer Medicare | 31,871 | 36,855 | 38,027 | 23,397 | 0 | 33,285 | 0 |
| 72220 | 217 | Retirement - Hybrid Stabilization | 6,753 | 6,000 | 6,000 | 5,241 | 0 | 7,000 | 0 |
| 72220 | 299 | Other Fringe Benefits | 3,061 | 3,080 | 3,140 | 2,352 | 0 | 3,200 | 0 |
| 72220 | 336 | Maint. & Repair Serv. - Equip. | 0 | 5,000 | 5,000 | 1,590 | 0 | 3,000 | 0 |
| 72220 | 355 | Travel | 103,440 | 110,000 | 110,000 | 84,467 | 0 | 115,000 | 0 |
| 72220 | 399 | Other Contracted Services | 24,709 | 20,000 | 20,000 | 19,528 | 0 | 15,000 | 0 |
| 72220 | 499 | Other Supplies And Materials | 55,401 | 60,000 | 60,000 | 54,766 | 0 | 45,000 | 0 |
| 72220 | 524 | In Service/Staff Development | 24,112 | 35,000 | 35,000 | 49,308 | 0 | 35,000 | 0 |
| 72220 | 599 | Other Charges | 4,572 | 75,000 | 75,000 | 6,780 | 0 | 7,500 | 0 |
| 72220 | 790 | Other Equipment | 22,134 | 25,000 | 25,000 | 18,041 | 0 | 20,000 | 0 |
| Total Special Education Program | | | 3,091,567 | 3,534,109 | 3,638,753 | 2,342,618 | 0 | 3,199,873 | 0 |
| | | | | | | | | | |
| 72230 Career and Technical Education Program | | | | | | | | | |
| 72230 | 105 | Supervisor/Director | 131,134 | 135,420 | 135,420 | 112,850 | 0 | 138,806 | 0 |
| 72230 | 162 | Clerical Personnel | 53,851 | 56,118 | 56,338 | 45,326 | 0 | 58,739 | 0 |
| 72230 | 189 | Other Salaries & Wages | 223,352 | 230,930 | 230,930 | 192,442 | 0 | 238,766 | 0 |
| 72230 | 201 | Social Security | 24,603 | 26,193 | 26,207 | 21,150 | 0 | 27,051 | 0 |

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Rutherford County Government
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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| | | | Actual | Original Budget | Amended Budget | Est & Bgt Thru | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|--|-----|-----------------------------------|-----------|-----------------|--------------------|----------------|-----------------------|-----------------------|-----------------------|
| Account Number | | | 2024 | 2025 | Thru April 2025 | April 2025 | | | |
| 72230 | 204 | Pensions | 30,139 | 29,967 | 29,994 | 24,801 | 0 | 29,040 | 0 |
| 72230 | 206 | Life Insurance | 84 | 135 | 135 | 67 | 0 | 135 | 0 |
| 72230 | 207 | Medical Insurance | 45,492 | 47,000 | 47,000 | 36,668 | 0 | 50,000 | 0 |
| 72230 | 212 | Employer Medicare | 5,754 | 6,126 | 6,130 | 4,946 | 0 | 6,327 | 0 |
| 72230 | 299 | Other Fringe Benefits | 567 | 600 | 600 | 453 | 0 | 600 | 0 |
| 72230 | 355 | Travel | 53,015 | 60,000 | 60,000 | 45,966 | 0 | 70,000 | 0 |
| 72230 | 499 | Other Supplies And Materials | 17,999 | 40,000 | 40,000 | 17,777 | 0 | 40,000 | 0 |
| 72230 | 524 | In Service/Staff Development | 35,115 | 40,000 | 120,550 | 109,688 | 0 | 60,000 | 0 |
| 72230 | 790 | Other Equipment | 16,673 | 40,000 | 25,000 | 4,664 | 0 | 50,000 | 0 |
| Total Career and Technical Education Program | | | 637,778 | 712,489 | 778,304 | 616,798 | 0 | 769,464 | 0 |
| | | | | | | | | | |
| 72250 Technology | | | | | | | | | |
| 72250 | 105 | Supervisor/Director | 118,069 | 122,609 | 122,609 | 102,174 | 0 | 127,807 | 0 |
| 72250 | 120 | Computer Programmer(S) | 1,863,697 | 2,041,860 | 2,041,860 | 1,782,439 | 0 | 2,242,467 | 0 |
| 72250 | 189 | Other Salaries & Wages | 102,766 | 213,949 | 214,774 | 0 | 0 | 0 | 0 |
| 72250 | 201 | Social Security | 124,858 | 147,462 | 147,514 | 112,848 | 0 | 146,957 | 0 |
| 72250 | 204 | Pensions | 227,887 | 282,556 | 282,655 | 223,892 | 0 | 292,729 | 0 |
| 72250 | 206 | Life Insurance | 584 | 840 | 840 | 521 | 0 | 840 | 0 |
| 72250 | 207 | Medical Insurance | 295,606 | 260,000 | 260,000 | 253,943 | 0 | 275,000 | 0 |
| 72250 | 212 | Employer Medicare | 29,201 | 34,487 | 34,499 | 26,392 | 0 | 34,369 | 0 |
| 72250 | 217 | Retirement - Hybrid Stabilization | 441 | 300 | 300 | 0 | 0 | 300 | 0 |
| 72250 | 299 | Other Fringe Benefits | 3,007 | 3,300 | 3,300 | 2,613 | 0 | 3,500 | 0 |
| 72250 | 336 | Maint. & Repair Serv. - Equip. | 0 | 5,000 | 3,000 | 0 | 0 | 3,000 | 0 |
| 72250 | 350 | Internet Connectivity | 434,774 | 530,000 | 530,000 | 388,631 | 0 | 530,000 | 0 |
| 72250 | 355 | Travel | 10,487 | 15,000 | 15,000 | 8,585 | 0 | 15,000 | 0 |
| 72250 | 399 | Other Contracted Services | 711,156 | 1,000,000 | 1,302,000 | 1,415,018 | 0 | 1,801,900 | 0 |
| 72250 | 470 | Cabling | 12,353 | 100,000 | 100,000 | 48,740 | 0 | 150,000 | 0 |
| 72250 | 471 | Software Administration | 249,192 | 0 | 0 | 0 | 0 | 0 | 0 |
| 72250 | 499 | Other Supplies And Materials | 498,341 | 350,000 | 350,000 | 281,008 | 0 | 335,000 | 0 |
| 72250 | 524 | In Service/Staff Development | 1,499 | 15,000 | 85,000 | 76,440 | 0 | 92,000 | 0 |
| 72250 | 790 | Other Equipment | 889,887 | 1,300,000 | 1,260,000 | 1,013,907 | 0 | 842,000 | 0 |

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Rutherford County Government
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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| Account Number | | | Actual 2024 | Original Budget 2025 | Amended Budget Thru April 2025 | Est & Bgt Thru April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|----------------|---------------------|--|----------------|-------------------------|--------------------------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| Total | Technology | | 5,573,805 | 6,422,363 | 6,753,351 | 5,737,151 | 0 | 6,892,869 | 0 |
| 72310 | Board Of Education | | | | | | | | |
| 72310 | 118 | Secretary To Board | 118,873 | 131,574 | 131,574 | 109,051 | 0 | 136,425 | 0 |
| 72310 | 191 | Board & Committee Members Fees | 112,701 | 130,000 | 130,000 | 83,299 | 0 | 130,000 | 0 |
| 72310 | 201 | Social Security | 13,696 | 16,218 | 16,218 | 11,519 | 0 | 16,518 | 0 |
| 72310 | 204 | Pensions | 13,176 | 31,075 | 31,075 | 12,955 | 0 | 32,903 | 0 |
| 72310 | 206 | Life Insurance | 42 | 106 | 106 | 34 | 0 | 100 | 0 |
| 72310 | 207 | Medical Insurance | 1,182,911 | 2,500,000 | 2,500,000 | 962,135 | 0 | 2,000,000 | 0 |
| 72310 | 210 | Unemployment Compensation Administration | 846 | 0 | 0 | 0 | 0 | 0 | 0 |
| 72310 | 212 | Employer Medicare | 3,203 | 3,793 | 3,793 | 2,694 | 0 | 3,863 | 0 |
| 72310 | 299 | Other Fringe Benefits | 147 | 397 | 397 | 138 | 0 | 400 | 0 |
| 72310 | 305 | Audit Services | 57,000 | 63,000 | 63,000 | 63,000 | 0 | 66,000 | 0 |
| 72310 | 312 | Contracts W/Private Agencies | 0 | 0 | 0 | 3,483,929 | 0 | 5,292,827 | 0 |
| 72310 | 320 | Dues And Memberships | 10,193 | 12,000 | 12,000 | 20,992 | 0 | 22,000 | 0 |
| 72310 | 331 | Legal Services | 324,373 | 400,000 | 400,000 | 400,000 | 0 | 500,000 | 0 |
| 72310 | 399 | Other Contracted Services | 8,538 | 10,000 | 34,000 | 250,664 | 0 | 260,000 | 0 |
| 72310 | 499 | Other Supplies And Materials | 642 | 5,000 | 5,000 | 1,120 | 0 | 5,000 | 0 |
| 72310 | 506 | Liability Insurance | 1,350,000 | 850,000 | 850,000 | 384,492 | 0 | 850,000 | 0 |
| 72310 | 508 | Premiums On Corporate Surety Bonds | 0 | 4,033 | 4,033 | 0 | 0 | 4,033 | 0 |
| 72310 | 510 | Trustee's Commission | 3,126,269 | 3,561,202 | 3,561,202 | 2,841,621 | 0 | 3,600,000 | 0 |
| 72310 | 513 | Worker's Compensation Insurance | 526,381 | 526,381 | 526,381 | 526,381 | 0 | 526,381 | 0 |
| 72310 | 524 | In Service/Staff Development | 16,801 | 35,000 | 35,000 | 17,967 | 0 | 35,000 | 0 |
| 72310 | 533 | Criminal Investigation Of Applicants-Tbi | 67,607 | 100,000 | 175,000 | 175,153 | 0 | 500,000 | 0 |
| Total | Board Of Education | | 6,933,399 | 8,379,779 | 8,478,779 | 9,347,144 | 0 | 13,981,450 | 0 |
| 72320 | Director Of Schools | | | | | | | | |
| 72320 | 101 | County Official/Administrative | 350,353 | 414,708 | 414,708 | 345,590 | 0 | 431,649 | 0 |
| 72320 | 117 | Career Ladder Program | 1,000 | 0 | 0 | 0 | 0 | 188,974 | 0 |
| 72320 | 161 | Secretary(S) | 103,692 | 132,995 | 133,506 | 106,882 | 0 | 1,000 | 0 |

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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| | | | Actual | Original Budget | Amended Budget | Est & Bgt Thru | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|-------------------------------|-----|--|------------|-----------------|--------------------|----------------|-----------------------|-----------------------|-----------------------|
| Account Number | | | 2024 | 2025 | Thru April 2025 | April 2025 | | | |
| 72320 | 189 | Other Salaries & Wages | 578,155 | 591,759 | 591,759 | 493,974 | 0 | 631,591 | 0 |
| 72320 | 201 | Social Security | 57,373 | 70,647 | 70,679 | 52,745 | 0 | 77,637 | 0 |
| 72320 | 204 | Pensions | 97,709 | 112,476 | 112,537 | 93,361 | 0 | 126,246 | 0 |
| 72320 | 206 | Life Insurance | 242 | 347 | 347 | 203 | 0 | 350 | 0 |
| 72320 | 207 | Medical Insurance | 116,738 | 115,000 | 115,000 | 98,032 | 0 | 125,000 | 0 |
| 72320 | 210 | Unemployment Compensation Administration | 0 | 0 | 0 | 385 | 0 | 0 | 0 |
| 72320 | 212 | Employer Medicare | 14,264 | 16,522 | 16,530 | 13,285 | 0 | 18,157 | 0 |
| 72320 | 299 | Other Fringe Benefits | 1,285 | 1,500 | 1,500 | 1,067 | 0 | 1,600 | 0 |
| 72320 | 307 | Communication | 86,402 | 100,000 | 100,000 | 66,233 | 0 | 100,000 | 0 |
| 72320 | 320 | Dues And Memberships | 14,915 | 15,700 | 20,700 | 18,342 | 0 | 25,000 | 0 |
| 72320 | 348 | Postal Charges | 31,888 | 30,000 | 30,000 | 25,717 | 0 | 30,000 | 0 |
| 72320 | 355 | Travel | 6,364 | 8,000 | 8,000 | 6,578 | 0 | 14,000 | 0 |
| 72320 | 399 | Other Contracted Services | 136,692 | 100,000 | 100,000 | 79,977 | 0 | 100,000 | 0 |
| 72320 | 499 | Other Supplies And Materials | 28,343 | 30,000 | 30,000 | 29,369 | 0 | 30,000 | 0 |
| 72320 | 524 | In Service/Staff Development | 24,544 | 25,000 | 25,000 | 26,633 | 0 | 40,000 | 0 |
| 72320 | 599 | Other Charges | 57,858 | 75,000 | 75,000 | 92,131 | 0 | 75,000 | 0 |
| 72320 | 701 | Administration Equipment | 5,832 | 10,000 | 10,000 | 16,549 | 0 | 20,000 | 0 |
| Total Director Of Schools | | | 1,713,649 | 1,849,654 | 1,855,266 | 1,567,053 | 0 | 2,036,204 | 0 |
| | | | | | | | | | |
| 72410 Office Of The Principal | | | | | | | | | |
| 72410 | 104 | Principals | 6,393,109 | 6,403,683 | 6,403,683 | 4,874,819 | 0 | 6,748,509 | 0 |
| 72410 | 117 | Career Ladder Program | 22,170 | 55,000 | 55,000 | 16,000 | 0 | 30,000 | 0 |
| 72410 | 119 | Accountants/Bookkeepers | 1,844,521 | 1,930,818 | 1,930,818 | 1,534,223 | 0 | 2,220,395 | 0 |
| 72410 | 139 | Assistant Principals | 11,026,027 | 11,222,992 | 11,222,992 | 8,373,929 | 0 | 11,857,618 | 0 |
| 72410 | 161 | Secretary(S) | 1,779,458 | 1,927,289 | 1,927,289 | 1,455,772 | 0 | 2,094,001 | 0 |
| 72410 | 162 | Clerical Personnel | 2,497,423 | 2,631,686 | 2,631,686 | 2,167,656 | 0 | 2,785,828 | 0 |
| 72410 | 201 | Social Security | 1,405,465 | 1,498,631 | 1,498,631 | 1,091,343 | 0 | 1,595,654 | 0 |
| 72410 | 204 | Pensions | 1,867,505 | 1,895,542 | 1,895,542 | 1,467,619 | 0 | 1,950,451 | 0 |
| 72410 | 206 | Life Insurance | 6,938 | 8,300 | 8,300 | 5,588 | 0 | 8,500 | 0 |
| 72410 | 207 | Medical Insurance | 3,394,434 | 3,500,000 | 3,500,000 | 2,795,058 | 0 | 3,600,000 | 0 |
| 72410 | 210 | Unemployment Compensation | 170 | 5,000 | 5,000 | 0 | 0 | 3,000 | 0 |

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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| | | | Actual | Original Budget | Amended Budget | Est & Bgt Thru | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|-------------------------------|-----|-----------------------------------|------------|-----------------|--------------------|----------------|-----------------------|-----------------------|-----------------------|
| Account Number | | | 2024 | 2025 | Thru April 2025 | April 2025 | | | |
| 72410 | 212 | Employer Medicare | 328,694 | 350,486 | 350,486 | 255,236 | 0 | 373,177 | 0 |
| 72410 | 217 | Retirement - Hybrid Stabilization | 10,661 | 10,500 | 10,500 | 8,377 | 0 | 11,000 | 0 |
| 72410 | 299 | Other Fringe Benefits | 32,397 | 35,000 | 35,000 | 25,889 | 0 | 35,000 | 0 |
| 72410 | 307 | Communication | 136,596 | 175,000 | 175,000 | 115,804 | 0 | 175,000 | 0 |
| 72410 | 320 | Dues And Memberships | 28,598 | 50,000 | 48,600 | 18,060 | 0 | 45,000 | 0 |
| 72410 | 399 | Other Contracted Services | 376,878 | 250,000 | 325,000 | 310,699 | 0 | 350,000 | 0 |
| 72410 | 435 | Office Supplies | 649 | 15,000 | 15,000 | 300 | 0 | 8,000 | 0 |
| 72410 | 499 | Other Supplies And Materials | 415 | 5,000 | 5,000 | 703 | 0 | 3,000 | 0 |
| 72410 | 524 | In Service/Staff Development | 910 | 10,000 | 10,000 | 981 | 0 | 5,000 | 0 |
| 72410 | 599 | Other Charges | 288,958 | 350,000 | 395,000 | 302,313 | 0 | 350,000 | 0 |
| 72410 | 701 | Administration Equipment | 5,840 | 20,000 | 20,000 | 891 | 0 | 10,000 | 0 |
| Total Office Of The Principal | | | 31,447,816 | 32,349,927 | 32,468,527 | 24,821,260 | 0 | 34,259,133 | 0 |
| | | | | | | | | | |
| 72510 Fiscal Services | | | | | | | | | |
| 72510 | 105 | Supervisor/Director | 285,492 | 384,221 | 384,221 | 320,184 | 0 | 510,958 | 0 |
| 72510 | 119 | Accountants/Bookkeepers | 693,649 | 862,639 | 862,639 | 671,090 | 0 | 919,860 | 0 |
| 72510 | 122 | Purchasing Personnel | 192,538 | 187,754 | 187,754 | 144,474 | 0 | 177,708 | 0 |
| 72510 | 189 | Other Salaries & Wages | 0 | 0 | 0 | 0 | 0 | 347,378 | 0 |
| 72510 | 201 | Social Security | 69,297 | 88,946 | 88,946 | 66,247 | 0 | 121,266 | 0 |
| 72510 | 204 | Pensions | 126,275 | 170,432 | 170,432 | 133,986 | 0 | 241,554 | 0 |
| 72510 | 206 | Life Insurance | 320 | 474 | 474 | 301 | 0 | 1,000 | 0 |
| 72510 | 207 | Medical Insurance | 187,690 | 190,000 | 190,000 | 180,904 | 0 | 250,000 | 0 |
| 72510 | 212 | Employer Medicare | 16,207 | 20,802 | 20,802 | 15,607 | 0 | 28,361 | 0 |
| 72510 | 299 | Other Fringe Benefits | 1,586 | 1,778 | 1,778 | 1,483 | 0 | 2,500 | 0 |
| 72510 | 355 | Travel | 922 | 2,000 | 2,000 | 1,187 | 0 | 2,000 | 0 |
| 72510 | 399 | Other Contracted Services | 86,308 | 175,000 | 160,000 | 88,837 | 0 | 300,000 | 0 |
| 72510 | 435 | Office Supplies | 15,861 | 30,000 | 30,000 | 12,982 | 0 | 30,000 | 0 |
| 72510 | 499 | Other Supplies And Materials | 684 | 3,000 | 3,000 | 1,070 | 0 | 5,000 | 0 |
| 72510 | 524 | In Service/Staff Development | 6,246 | 17,500 | 17,500 | 7,095 | 0 | 18,000 | 0 |
| 72510 | 701 | Administration Equipment | 6,046 | 15,000 | 30,000 | 14,862 | 0 | 15,000 | 0 |
| Total Fiscal Services | | | 1,689,121 | 2,149,546 | 2,149,546 | 1,660,309 | 0 | 2,970,585 | 0 |

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Rutherford County Government
Budget Report 7 Column by Fund-Summarized (Expense)
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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| Account Number | | | Actual 2024 | Original Budget 2025 | Amended Budget Thru April 2025 | Est & Bgt Thru April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|--|-----|-----------------------------------|------------------|-------------------------|--------------------------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| 72520 Human Resources/Personnel | | | | | | | | | |
| 72520 | 105 | Supervisor/Director | 366,938 | 516,471 | 516,471 | 408,564 | 0 | 422,519 | 0 |
| 72520 | 117 | Career Ladder Program | 1,500 | 2,000 | 2,000 | 1,200 | 0 | 2,000 | 0 |
| 72520 | 162 | Clerical Personnel | 319,999 | 343,127 | 343,583 | 280,614 | 0 | 124,019 | 0 |
| 72520 | 189 | Other Salaries & Wages | 318,451 | 449,031 | 449,031 | 348,590 | 0 | 418,000 | 0 |
| 72520 | 201 | Social Security | 59,039 | 81,259 | 81,288 | 60,548 | 0 | 59,925 | 0 |
| 72520 | 204 | Pensions | 96,296 | 132,724 | 132,779 | 106,839 | 0 | 91,712 | 0 |
| 72520 | 206 | Life Insurance | 301 | 300 | 300 | 276 | 0 | 250 | 0 |
| 72520 | 207 | Medical Insurance | 142,609 | 120,000 | 120,000 | 141,426 | 0 | 120,000 | 0 |
| 72520 | 212 | Employer Medicare | 14,068 | 19,004 | 19,011 | 14,411 | 0 | 14,015 | 0 |
| 72520 | 217 | Retirement - Hybrid Stabilization | 1,166 | 2,000 | 2,000 | 972 | 0 | 1,000 | 0 |
| 72520 | 299 | Other Fringe Benefits | 1,419 | 1,500 | 1,500 | 1,365 | 0 | 1,500 | 0 |
| 72520 | 355 | Travel | 1,648 | 2,000 | 2,000 | 858 | 0 | 5,000 | 0 |
| 72520 | 399 | Other Contracted Services | 186,694 | 267,000 | 267,000 | 211,067 | 0 | 92,500 | 0 |
| 72520 | 499 | Other Supplies And Materials | 12,844 | 20,000 | 30,000 | 19,456 | 0 | 34,000 | 0 |
| 72520 | 524 | In Service/Staff Development | 1,700 | 10,000 | 15,000 | 16,221 | 0 | 67,000 | 0 |
| 72520 | 701 | Administration Equipment | 3,528 | 20,000 | 20,000 | 18,140 | 0 | 25,000 | 0 |
| Total Human Resources/Personnel | | | 1,528,200 | 1,986,416 | 2,001,963 | 1,630,547 | 0 | 1,478,440 | 0 |
| 72610 Operation Of Plant | | | | | | | | | |
| 72610 | 166 | Custodial Personnel | 9,790,067 | 10,109,000 | 10,209,000 | 8,410,196 | 0 | 11,751,497 | 0 |
| 72610 | 189 | Other Salaries & Wages | 123,128 | 195,021 | 195,021 | 155,482 | 0 | 202,014 | 0 |
| 72610 | 201 | Social Security | 585,323 | 638,849 | 645,049 | 502,444 | 0 | 741,118 | 0 |
| 72610 | 204 | Pensions | 1,042,367 | 1,224,118 | 1,235,998 | 960,144 | 0 | 1,476,259 | 0 |
| 72610 | 206 | Life Insurance | 5,051 | 5,000 | 5,000 | 4,197 | 0 | 5,200 | 0 |
| 72610 | 207 | Medical Insurance | 1,701,164 | 1,800,000 | 1,800,000 | 1,430,040 | 0 | 2,000,000 | 0 |
| 72610 | 210 | Unemployment Compensation | 0 | 15,000 | 15,000 | 2,858 | 0 | 10,000 | 0 |
| 72610 | 212 | Employer Medicare | 138,781 | 149,408 | 150,858 | 119,455 | 0 | 173,326 | 0 |
| 72610 | 299 | Other Fringe Benefits | 14,341 | 15,000 | 15,000 | 11,880 | 0 | 16,000 | 0 |

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Rutherford County Government
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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| | | | Actual | Original Budget | Amended Budget | Est & Bgt Thru | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|----------------------------|-----|----------------------------------|------------|-----------------|--------------------|----------------|-----------------------|-----------------------|-----------------------|
| Account Number | | | 2024 | 2025 | Thru April 2025 | April 2025 | | | |
| 72610 | 399 | Other Contracted Services | 1,179,671 | 1,500,000 | 1,535,100 | 1,448,142 | 0 | 1,600,000 | 0 |
| 72610 | 410 | Custodial Supplies | 1,709,160 | 1,780,000 | 1,780,000 | 1,940,718 | 0 | 1,780,000 | 0 |
| 72610 | 415 | Electricity | 11,050,052 | 12,422,147 | 12,422,147 | 8,829,678 | 0 | 12,000,000 | 0 |
| 72610 | 434 | Natural Gas | 928,103 | 1,578,173 | 1,578,173 | 902,587 | 0 | 1,497,182 | 0 |
| 72610 | 454 | Water And Sewer | 1,506,985 | 1,900,073 | 1,900,073 | 1,244,666 | 0 | 1,880,969 | 0 |
| 72610 | 499 | Other Supplies And Materials | 209,547 | 175,000 | 175,000 | 130,101 | 0 | 200,000 | 0 |
| 72610 | 502 | Building And Contents Insurance | 2,150,000 | 2,700,000 | 2,700,000 | 2,617,939 | 0 | 3,150,000 | 0 |
| 72610 | 524 | In Service/Staff Development | 0 | 5,000 | 5,000 | 0 | 0 | 0 | 0 |
| 72610 | 599 | Other Charges | 48,624 | 150,000 | 150,000 | 111,159 | 0 | 150,000 | 0 |
| 72610 | 720 | Plant Operation Equipment | 377,046 | 1,000,000 | 2,854,900 | 2,733,983 | 0 | 800,000 | 0 |
| Total Operation Of Plant | | | 32,559,410 | 37,361,789 | 39,371,319 | 31,555,669 | 0 | 39,433,565 | 0 |
| | | | | | | | | | |
| 72620 Maintenance Of Plant | | | | | | | | | |
| 72620 | 105 | Supervisor/Director | 663,492 | 691,157 | 691,157 | 575,965 | 0 | 720,459 | 0 |
| 72620 | 161 | Secretary(S) Maint/Personnel-Tim | 156,027 | 0 | 0 | 0 | 0 | 0 | 0 |
| 72620 | 162 | Clerical Personnel | 0 | 163,114 | 163,740 | 128,779 | 0 | 179,530 | 0 |
| 72620 | 167 | Maintenance Personnel | 3,974,896 | 4,401,946 | 4,420,631 | 3,270,814 | 0 | 4,499,705 | 0 |
| 72620 | 201 | Social Security | 284,456 | 325,885 | 327,083 | 234,954 | 0 | 334,781 | 0 |
| 72620 | 204 | Pensions | 529,765 | 624,439 | 626,734 | 471,027 | 0 | 666,862 | 0 |
| 72620 | 206 | Life Insurance | 2,171 | 2,000 | 2,000 | 1,434 | 0 | 2,200 | 0 |
| 72620 | 207 | Medical Insurance | 863,744 | 850,000 | 850,000 | 698,634 | 0 | 900,000 | 0 |
| 72620 | 210 | Unemployment Compensation | 0 | 1,000 | 1,000 | 0 | 0 | 1,000 | 0 |
| 72620 | 212 | Employer Medicare | 66,526 | 76,215 | 76,496 | 54,949 | 0 | 78,296 | 0 |
| 72620 | 299 | Other Fringe Benefits | 7,124 | 7,000 | 7,000 | 5,619 | 0 | 7,200 | 0 |
| 72620 | 329 | Laundry Service | 31,296 | 35,000 | 45,000 | 44,340 | 0 | 50,000 | 0 |
| 72620 | 335 | Maint. & Repair Serv. - Bldgs. | 816,097 | 900,000 | 890,000 | 1,250,170 | 0 | 382,500 | 0 |
| 72620 | 336 | Maint. & Repair Serv. - Equip. | 27,893 | 150,000 | 535,000 | 5,000 | 0 | 75,000 | 0 |
| 72620 | 355 | Travel | 1,637 | 2,500 | 2,500 | 2,319 | 0 | 2,500 | 0 |
| 72620 | 399 | Other Contracted Services | 1,542,481 | 1,478,000 | 1,778,119 | 1,704,153 | 0 | 800,000 | 0 |
| 72620 | 499 | Other Supplies And Materials | 1,793,966 | 1,800,000 | 1,800,000 | 1,731,458 | 0 | 1,500,000 | 0 |
| 72620 | 511 | Vehicle And Equipment Insurance | 70,999 | 71,000 | 71,000 | 67,577 | 0 | 71,000 | 0 |

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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| | | | Actual | Original Budget | Amended Budget | Est & Bgt Thru | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|----------------------------|-----|--------------------------------|------------|-----------------|--------------------|----------------|-----------------------|-----------------------|-----------------------|
| Account Number | | | 2024 | 2025 | Thru April 2025 | April 2025 | | | |
| 72620 | 524 | In Service/Staff Development | 13,649 | 25,000 | 25,000 | 5,460 | 0 | 30,500 | 0 |
| 72620 | 599 | Other Charges | 1,591 | 10,000 | 10,000 | 2,934 | 0 | 10,000 | 0 |
| 72620 | 701 | Administration Equipment | 1,298,261 | 150,000 | 1,097,605 | 1,043,738 | 0 | 0 | 0 |
| 72620 | 717 | Maintenance Equipment | 118,639 | 200,000 | 150,000 | 77,829 | 0 | 200,000 | 0 |
| Total Maintenance Of Plant | | | 12,264,710 | 11,964,256 | 13,570,065 | 11,377,153 | 0 | 10,511,533 | 0 |
| | | | | | | | | | |
| 72710 Transportation | | | | | | | | | |
| 72710 | 105 | Supervisor/Director | 194,006 | 217,070 | 217,510 | 181,258 | 0 | 226,763 | 0 |
| 72710 | 164 | Attendants | 569,264 | 687,851 | 687,851 | 592,050 | 0 | 810,375 | 0 |
| 72710 | 189 | Other Salaries & Wages | 487,035 | 609,363 | 612,647 | 489,925 | 0 | 695,787 | 0 |
| 72710 | 201 | Social Security | 74,207 | 83,594 | 83,825 | 74,202 | 0 | 107,441 | 0 |
| 72710 | 204 | Pensions | 122,760 | 179,897 | 180,340 | 117,132 | 0 | 214,016 | 0 |
| 72710 | 206 | Life Insurance | 1,098 | 1,500 | 1,500 | 490 | 0 | 1,500 | 0 |
| 72710 | 207 | Medical Insurance | 196,029 | 350,000 | 350,000 | 175,235 | 0 | 300,000 | 0 |
| 72710 | 210 | Unemployment Compensation | (27) | 2,000 | 2,000 | 3,194 | 0 | 4,500 | 0 |
| 72710 | 212 | Employer Medicare | 17,669 | 21,957 | 22,011 | 17,621 | 0 | 25,127 | 0 |
| 72710 | 299 | Other Fringe Benefits | 1,806 | 3,000 | 3,000 | 1,388 | 0 | 3,000 | 0 |
| 72710 | 312 | Contracts W/Private Agencies | 0 | 200,000 | 200,000 | 115,058 | 0 | 200,000 | 0 |
| 72710 | 313 | Contracts W/Parents | 0 | 2,000 | 2,000 | 0 | 0 | 2,000 | 0 |
| 72710 | 315 | Contracts W/Vehide Owners | 25,149,774 | 27,169,404 | 27,169,404 | 23,165,806 | 0 | 33,688,202 | 0 |
| 72710 | 355 | Travel | 2,026 | 8,000 | 8,000 | 0 | 0 | 12,000 | 0 |
| 72710 | 399 | Other Contracted Services | 356,162 | 450,000 | 450,000 | 252,404 | 0 | 300,000 | 0 |
| 72710 | 499 | Other Supplies And Materials | 16,260 | 50,000 | 50,000 | 13,282 | 0 | 0 | 0 |
| 72710 | 511 | Vehide And Equipment Insurance | 70,820 | 87,000 | 87,000 | 87,000 | 0 | 87,000 | 0 |
| 72710 | 524 | In Service/Staff Development | 7,945 | 20,000 | 20,000 | 4,533 | 0 | 20,000 | 0 |
| 72710 | 599 | Other Charges | 26,828 | 40,000 | 40,000 | 33,580 | 0 | 40,000 | 0 |
| 72710 | 701 | Administration Equipment | 8,039 | 30,000 | 30,000 | 924 | 0 | 10,000 | 0 |
| 72710 | 729 | Transportation Equipment | 617,316 | 50,000 | 434,394 | 322,671 | 0 | 227,900 | 0 |
| Total Transportation | | | 27,919,017 | 30,262,636 | 30,651,482 | 25,647,753 | 0 | 36,975,611 | 0 |

73300 Community Services

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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| Account Number | | | Actual 2024 | Original Budget 2025 | Amended Budget Thru April 2025 | Est & Bgt Thru April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|---------------------------------|-----|-----------------------------------|----------------|-------------------------|--------------------------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| 73300 | 599 | Other Charges | 14,153 | 10,000 | 10,000 | 1,425 | 0 | 10,000 | 0 |
| Total Community Services | | | 14,153 | 10,000 | 10,000 | 1,425 | 0 | 10,000 | 0 |
| | | | | | | | | | |
| 73400 Early Childhood Education | | | | | | | | | |
| 73400 | 116 | Teachers | 2,570,687 | 2,795,177 | 2,795,177 | 1,731,493 | 0 | 2,696,162 | 0 |
| 73400 | 117 | Career Ladder Program | 1,000 | 4,000 | 4,000 | 800 | 0 | 1,500 | 0 |
| 73400 | 163 | Educational Assistants | 1,242,718 | 1,374,449 | 1,374,449 | 1,004,553 | 0 | 1,403,956 | 0 |
| 73400 | 201 | Social Security | 225,160 | 258,765 | 258,765 | 159,376 | 0 | 254,300 | 0 |
| 73400 | 204 | Pensions | 321,044 | 341,312 | 341,312 | 239,324 | 0 | 329,044 | 0 |
| 73400 | 206 | Life Insurance | 1,946 | 2,000 | 2,000 | 1,480 | 0 | 2,100 | 0 |
| 73400 | 207 | Medical Insurance | 704,384 | 690,000 | 690,000 | 566,492 | 0 | 730,000 | 0 |
| 73400 | 212 | Employer Medicare | 52,657 | 60,518 | 60,518 | 37,276 | 0 | 59,473 | 0 |
| 73400 | 217 | Retirement - Hybrid Stabilization | 8,404 | 0 | 0 | 5,979 | 0 | 7,800 | 0 |
| 73400 | 299 | Other Fringe Benefits | 5,867 | 0 | 0 | 4,435 | 0 | 6,000 | 0 |
| 73400 | 355 | Travel | 1,095 | 1,500 | 1,500 | 0 | 0 | 2,000 | 0 |
| 73400 | 399 | Other Contracted Services | 365 | 10,000 | 10,000 | 0 | 0 | 12,000 | 0 |
| 73400 | 422 | Food Supplies | 0 | 3,000 | 3,000 | 0 | 0 | 5,000 | 0 |
| 73400 | 429 | Instructional Supp & Mat | 28,418 | 45,000 | 45,000 | 29,836 | 0 | 50,000 | 0 |
| 73400 | 499 | Other Supplies And Materials | 0 | 5,200 | 5,200 | 0 | 0 | 5,500 | 0 |
| 73400 | 524 | In Service/Staff Development | 3,650 | 15,000 | 15,000 | 235 | 0 | 15,000 | 0 |
| 73400 | 790 | Other Equipment | 2,572 | 8,000 | 8,000 | 0 | 0 | 10,000 | 0 |
| Total Early Childhood Education | | | 5,169,967 | 5,613,921 | 5,613,921 | 3,781,279 | 0 | 5,589,835 | 0 |
| | | | | | | | | | |
| 76100 Regular Capital Outlay | | | | | | | | | |
| 76100 | 399 | Other Contracted Services | 18,458 | 25,000 | 25,000 | 16,749 | 0 | 25,000 | 0 |
| 76100 | 706 | Building Construction | 90,265 | 0 | 1,465,377 | 345,478 | 0 | 0 | 0 |
| 76100 | 707 | Building Improvements | 79,051 | 0 | 3,630,757 | 1,082,412 | 0 | 0 | 0 |
| 76100 | 799 | Other Capital Outlay | 238,504 | 311,397 | 3,816,499 | 3,438,062 | 0 | 315,000 | 0 |
| Total Regular Capital Outlay | | | 426,278 | 336,397 | 8,937,633 | 4,882,701 | 0 | 340,000 | 0 |

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Fund 141 General Purpose School Fund

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| Account Number | | | Actual 2024 | Original Budget 2025 | Amended Budget Thru April 2025 | Est & Bgt Thru April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|----------------------------------|-----|---------------------------|--------------------|-------------------------|--------------------------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| 82130 Education | | | | | | | | | |
| 82130 | 612 | Principal on Other Loans | 366,943 | 235,857 | 235,857 | 235,857 | 0 | 0 | 0 |
| Total Education | | | 366,943 | 235,857 | 235,857 | 235,857 | 0 | 0 | 0 |
| 82230 Education | | | | | | | | | |
| 82230 | 613 | Interest on Other Loans | 4,122 | 975 | 975 | 975 | 0 | 0 | 0 |
| Total Education | | | 4,122 | 975 | 975 | 975 | 0 | 0 | 0 |
| 99100 Operating Transfers | | | | | | | | | |
| 99100 | 590 | Transfers To Other Funds | 34,840,600 | 3,367,842 | 7,067,842 | 3,700,000 | 0 | 0 | 0 |
| 99100 | 595 | TISA - On-behalf Payments | 0 | 8,026,166 | 8,026,166 | 0 | 0 | 0 | 0 |
| Total Transfers Out | | | 34,840,600 | 11,394,008 | 15,094,008 | 3,700,000 | 0 | 0 | 0 |
| Total Expenditures | | | 551,074,563 | 549,828,778 | 576,962,106 | 421,077,449 | 0 | 581,343,045 | 0 |
| Total Expenditures | | | 551,074,563 | 549,828,778 | 576,962,106 | 421,077,449 | 0 | 581,343,045 | 0 |

FY26 RCS FUND 141 EXPENSE ACCOUNT VARIANCES

| Expenses | Account | FY25 Amount | FY26 Amount | Difference | % Difference | Explanation |
|----------|---------------------------|----------------|----------------|----------------|--------------|---|
| 71100 | Regular Instruction | 278,081,515.55 | 297,262,354.21 | 19,180,838.66 | 6.9% | \$ 9.3 million for ESA stipends (state reimbursed) |
| 71150 | Alternative Instruction | 3,573,560.88 | 4,655,922.86 | 1,082,361.98 | 30.3% | The movement of sped EAs from traditional schools to Simon Springs, now an Alternative school which requires movement from SPED account to Alternative account; also some coding change from Federal funds |
| 71200 | Special Ed Instruction | 46,598,348.89 | 48,721,205.32 | 2,122,856.43 | 4.6% | |
| 71300 | Vocational Ed Instruction | 23,490,679.11 | 23,377,558.80 | -113,120.31 | -0.5% | |
| 72110 | Attendance | 1,893,363.00 | 1,987,383.70 | 94,020.70 | 5.0% | |
| 72120 | Health Services | 6,417,698.29 | 7,490,419.83 | 1,072,721.54 | 16.7% | Additional 3 growth positions(nurses) and increased contracted services for lighting detection system |
| 72130 | Other Student Support | 18,526,145.45 | 20,913,752.50 | 2,387,607.04 | 12.9% | Additional growth positions for PH3 for school counselors and social workers, additional increase to SRO's for school security, additional cost for contracted services that were previously paid for by state security grant |
| 72210 | Instructional Support | 15,749,245.03 | 16,668,555.62 | 919,310.60 | 5.8% | |
| 72215 | Alternative Ins Support | 1,849,607.32 | 1,817,331.79 | -32,275.53 | -1.7% | |
| 72220 | Special Ed Support | 3,613,915.90 | 3,199,871.65 | -414,044.25 | -11.5% | Approximately 4 positions moved to Federal |
| 72230 | Vocational Ed Support | 712,488.48 | 769,463.95 | 56,975.47 | 8.0% | |
| 72250 | Technology | 6,422,363.04 | 6,892,868.48 | 470,505.44 | 7.3% | |
| 72310 | Board of Ed | 8,379,778.40 | 13,981,450.93 | 5,601,672.53 | 66.8% | Increased contracted services and charter school payments are now being budgeted in 72310-312 |
| 72320 | Office of Superintendent | 1,849,654.05 | 2,036,204.26 | 186,550.21 | 10.1% | Additional legal position |
| 72410 | Office of Principal | 32,349,927.24 | 34,259,134.02 | 1,909,206.78 | 5.9% | Additional Principal, AP, and Secretary for new middle school |
| 72510 | Fiscal Services | 2,149,546.11 | 2,970,585.54 | 821,039.43 | 38.2% | Moved Benefits Dept. from HR (72520) to Fiscal Services (72510) |
| 72520 | Human Resources | 1,986,415.90 | 1,478,441.58 | -507,974.31 | -25.6% | Moved Benefits Dept. from HR (72520) to Fiscal Services (72510) |
| 72610 | Operation of Plant | 37,324,894.82 | 39,433,565.06 | 2,108,670.24 | 5.6% | |
| 72620 | Maintenance of Plant | 11,964,256.18 | 10,511,532.10 | -1,452,724.08 | -12.1% | Reduced school maintenance allocations by 85% |
| 72710 | Transportation | 30,262,636.12 | 36,975,611.52 | 6,712,975.41 | 22.2% | Bus contractors 17% increase plus \$4000 stipend, 1 additional transportation dept growth position |
| 73300 | Community Services | 10,000.00 | 10,000.00 | 0.00 | 0.0% | |
| 73400 | Early Childhood Ed | 5,613,920.59 | 5,589,835.02 | -24,085.57 | -0.4% | |
| 76100 | Regular Capital Outlay | 336,397.00 | 340,000.00 | 3,603.00 | 1.1% | |
| 82130 | Principal on Debt | 235,857.00 | 0.00 | -235,857.00 | -100.0% | Loan was paid completely in FY24/25 |
| 82230 | Interest on Debt | 975.00 | 0.00 | -975.00 | -100.0% | Loan was paid completely in FY24/26 |
| 99100 | Transfer to Other Funds | 11,394,008.00 | 0.00 | -11,394,008.00 | -100.0% | Moved charter school transfer to 72310-312, waiting amount for TISA on behalf amount (will be amended in) |

Total 550,787,197.34 581,343,048.75 30,555,851.41



| FY26 RCS Fund141 Revenue Account Variances | | | | | | |
|--|----------------------------------|-----------------------|-----------------------|----------------------|--------------|---|
| Revenue | Account Title | FY25 Amount | FY26 Projected | Difference | % Difference | Explanation |
| 40110 | Current Prop. Tax | 75,460,680.00 | 75,490,289.00 | 29,609.00 | 0.0% | Additional Local Revenue |
| 40120 | Prior Year Prop. Tax Collections | 260,890.00 | 260,890.00 | 0.00 | 0.0% | |
| 40130 | Clerk and Master PY Collections | 195,670.00 | 195,670.00 | 0.00 | 0.0% | |
| 40140 | Interest and Penalty | 104,360.00 | 104,360.00 | 0.00 | 0.0% | |
| 40150 | Pick-Up Taxes | 84,790.00 | 84,790.00 | 0.00 | 0.0% | |
| 40161 | Pay in Lieu of Taxes-TVA | 6,247.00 | 6,247.00 | 0.00 | 0.0% | |
| 40162 | Pmnts in Lieu of Taxes-Local | 145,000.00 | 145,000.00 | 0.00 | 0.0% | |
| 40210 | Local Option Sales Tax | 102,250,000.00 | 104,806,250.00 | 2,556,250.00 | 2.5% | Additional Local Revenue |
| 40240 | Wheel Tax | 4,961,320.00 | 5,150,000.00 | 188,680.00 | 3.8% | Additional Local Revenue |
| 40270 | Business Tax | 2,850,000.00 | 2,700,000.00 | -150,000.00 | -5.3% | Reduced Local Revenue |
| 40275 | Mix Drink Tax | 620,000.00 | 620,000.00 | 0.00 | 0.0% | |
| 41110 | Marriage License | 13,000.00 | 13,000.00 | 0.00 | 0.0% | |
| 43513 | Tuition-Summer School | 70,000.00 | 70,000.00 | 0.00 | 0.0% | |
| 43517 | Tuition-Other | 25,000.00 | 25,000.00 | 0.00 | 0.0% | |
| 43541 | Contract Adm Svrs/Other LEA's | 15,000.00 | 15,000.00 | 0.00 | 0.0% | |
| 43548 | Charter Authorizer Fee | 2,500.00 | 2,500.00 | 0.00 | 0.0% | |
| 43990 | Other Charges for Service | 50,000.00 | 50,000.00 | 0.00 | 0.0% | |
| 44110 | Investment Income | 1,350,000.00 | 1,500,000.00 | 150,000.00 | 11.1% | Additional Local Revenue |
| 44120 | Lease/Rentals | 35,000.00 | 35,000.00 | 0.00 | 0.0% | |
| 44130 | Sale of Materials and Supplies | 10,000.00 | 10,000.00 | 0.00 | 0.0% | |
| 44170 | Miscellaneous Refunds | 15,000.00 | 15,000.00 | 0.00 | 0.0% | |
| 44530 | Sale of Equipment | 15,000.00 | 15,000.00 | 0.00 | 0.0% | |
| 44570 | Contributions & Gifts | 60,000.00 | 60,000.00 | 0.00 | 0.0% | |
| 44990 | Other Local Revenues | 768,000.00 | 768,000.00 | 0.00 | 0.0% | |
| 46510 | TISA | 334,057,141.00 | 361,823,829.00 | 27,766,688.00 | 8.3% | Additional TISA Revenue for FY26 |
| 46513 | TISA on Behalf | 8,026,166.00 | | -8,026,166.00 | -100.0% | Do not have FY26 amount |
| 46515 | Early Childhood Education | | 1,300,000.00 | 1,300,000.00 | 0.0% | Voluntary Pre-K Grant |
| 46550 | Drivers Education | 250,000.00 | 350,000.00 | 100,000.00 | 40.0% | Additional Revenue |
| 46590 | Other State Education Funds | 400,000.00 | 9,700,000.00 | 9,300,000.00 | 2325.0% | Includes ESA reimbursement amount of \$9.3 million; Summer Camp Revenue |
| 46591 | Coordinated School Health | | | 0.00 | 0.0% | |
| 46596 | Paid Parental Leave | | 1,200,000.00 | 1,200,000.00 | 0.0% | PPL Revenue(first year budgeting) |
| 46610 | Career Ladder | 500,000.00 | 400,000.00 | -100,000.00 | -20.0% | Reduced Revenue due to attrition |
| 46790 | Other Vocational | 64,000.00 | 500,000.00 | 436,000.00 | 681.3% | ISM Vocational Grant |
| 46851 | State Revenue- TVA | 2,750,000.00 | 2,850,000.00 | 100,000.00 | 3.6% | Additional Local Revenue |
| 46980 | Other State Grants | 20,000.00 | 20,000.00 | 0.00 | 0.0% | |
| 46981 | Safe Schools | | | 0.00 | 0.0% | |
| 47143 | IDEA | 500,000.00 | 600,000.00 | 100,000.00 | 20.0% | Reduced Revenue |
| 47145 | IDEA PRESCHOOL | | | 0.00 | 0.0% | |
| 47640 | RO TC Reimbursement | 850,000.00 | 850,000.00 | 0.00 | 0.0% | |
| 49700 | Insurance Recovery | 50,000.00 | 50,000.00 | 0.00 | 0.0% | |
| 49800 | Transfers In | 1,600,000.00 | 1,600,000.00 | 0.00 | 0.0% | |
| Totals | | 538,434,764.00 | 573,385,825.00 | 34,951,061.00 | | |

| FY26 RCS Fund 141 Vacant & Growth Positions | | | |
|---|------------------------------------|--------|--------|
| Account | Account Title | Vacant | Growth |
| 71100-116 | Regular Instruction Teachers (PH3) | N/A | 4 |
| 71100-116 | Instructional Coaches (PH3) | N/A | 2 |
| 71100-116 | Academic Interventionist (PH3) | N/A | 2 |
| 71100-116 | Behavior Interventionist | N/A | 1 |
| 71100-163 | Educational Assistants | 11 | N/A |
| 71150-163 | Alt. Educational Assistants | 2 | N/A |
| 71200-163 | Special Education EA's | 33 | 1 |
| 72120-131 | School Nurse | N/A | 3 |
| 72130-123 | School Counselors (PH3) | N/A | 2 |
| 72130-130 | Social Workers (Growth PH3) | 1 | 1 |
| 72130-163 | SPED EA | 2 | 0 |
| 72130-171 | Speech Pathologist | NA | 1 |
| 72130-189 | Behavior Specialists | 1 | 0 |
| 72210-129 | Media Specialist (PH3) | N/A | 1 |
| 72210-163 | Library EA's | N/A | 9 |
| 72210-189 | 3-5 Science/SS Specialist | N/A | 1 |
| 72320-161 | Records Clerk | N/A | 1 |
| 72410-104 | Principals | 0 | 0.5 |
| 72410-119 | Bookkeeper PH3 | N/A | 1 |
| 72410-139 | Assistant Principals | 0 | 0.25 |
| 72410-161 | Secretary | N/A | 0.5 |
| 72410-162 | Attendance Secretary (Growth PH3) | 1 | 1 |
| 72510-119 | ISA Accounting Tech I | 0 | 1 |
| 72520-162 | HR Admin Assistant | | 0.5 |
| 72610-166 | Custodians (Growth PH3) | 8.5 | 3.5 |
| 72710-164 | SPED Bus Aide | 4 | 0 |
| 72710-189 | Transportation Admin Assistants | N/A | 1 |
| 73400-163 | VPK EA's | 5 | 0 |
| Total | | 68.5 | 38.25 |





Rutherford County, Tennessee
Central Cafeteria Fund 143



Fund 143 Central Cafeteria

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| Account Number | | Actual 2024 | Original Budget 2025 | Amended Budget 2025 | Est & Bgt Current Year 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|--------------------------------------|--------------------------------|-------------------|-------------------------|------------------------|-----------------------------------|-----------------------|-----------------------|-----------------------|
| Estimated/Appropriated/Actual | | Revenues | | | | | | |
| 43521 | Lunch Payments - Children | 6,411,428 | 6,305,000 | 6,305,000 | 5,837,261 | 0 | 6,305,000 | 0 |
| 43522 | Lunch Payments - Adults | 74,461 | 203,700 | 203,700 | 67,202 | 0 | 203,700 | 0 |
| 43523 | Income From Breakfast | 287,764 | 582,000 | 582,000 | 216,345 | 0 | 582,000 | 0 |
| 43525 | A La Carte Sales | 612,229 | 485,000 | 485,000 | 557,078 | 0 | 485,000 | 0 |
| 44110 | Investment Income | 998,750 | 24,250 | 24,250 | 745,632 | 0 | 24,250 | 0 |
| 44170 | Miscellaneous Refunds | 35,468 | 0 | 0 | 17,950 | 0 | 0 | 0 |
| 46520 | School Food Service | 180,297 | 184,300 | 184,300 | 180,369 | 0 | 184,300 | 0 |
| 47111 | Usda School Lunch Program | 11,634,783 | 14,550,000 | 14,550,000 | 8,299,654 | 0 | 14,000,000 | 0 |
| 47112 | Usda - Commodities | 1,015,262 | 1,940,000 | 1,940,000 | 0 | 0 | 1,500,000 | 0 |
| 47113 | Breakfast | 3,759,096 | 2,910,000 | 2,910,000 | 2,641,018 | 0 | 2,910,000 | 0 |
| 47114 | Usda - Other Fresh Fruit & Veg | 1,307,981 | 1,639,300 | 1,639,300 | 154,957 | 0 | 650,000 | 0 |
| Total Revenues | | 26,317,519 | 28,823,550 | 28,823,550 | 18,717,466 | 0 | 26,844,250 | 0 |
| Total Revenues | | 26,317,519 | 28,823,550 | 28,823,550 | 18,717,466 | 0 | 26,844,250 | 0 |

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Rutherford County Government
Budget Report 7 Column by Fund-Summarized (Expense
For Fiscal Year Ending JUNE 30,2026

User: Brian Runion
Date/Time: 5/7/2025 4:26
Page 1 of 3

Fund 143 Central Cafeteria

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| | | | Actual | Original Budget | Amended Budget | Est & Bgt Thru | Department | Mayor/Board | Budget Comm |
|--------------------------------------|-----|--------------------------------|---------------|-----------------|----------------|----------------|------------|---------------|-------------|
| | | | 2024 | 2025 | Thru | April 2025 | Request | Recomm | Recomm |
| Account Number | | | | | April 2025 | | | | |
| Estimated/Appropriated/Actual | | | | | | | | | |
| Expenditures | | | | | | | | | |
| 72310 Board Of Education | | | | | | | | | |
| 72310 | 305 | Audit Services | 0 | 16,000 | 16,000 | 0 | 0 | 16,000 | 0 |
| 72310 | 513 | Worker's Compensation Insuranc | 56,000 | 56,000 | 56,000 | 56,000 | 0 | 56,000 | 0 |
| Total Board Of Education | | | 56,000 | 72,000 | 72,000 | 56,000 | 0 | 72,000 | 0 |
| 73100 Food Service | | | | | | | | | |
| 73100 | 105 | Supervisor/Director | 190,237 | 198,182 | 198,182 | 159,216 | 0 | 178,722 | 0 |
| 73100 | 119 | Accountants/Bookkeepers | 112,189 | 120,973 | 120,973 | 97,811 | 0 | 109,510 | 0 |
| 73100 | 165 | Cafeteria Personnel | 8,905,783 | 9,581,849 | 9,581,849 | 7,861,773 | 0 | 10,094,842 | 0 |
| 73100 | 189 | Other Salaries & Wages | 291,575 | 303,764 | 303,764 | 245,347 | 0 | 509,837 | 0 |
| 73100 | 201 | Social Security | 571,975 | 632,696 | 632,696 | 501,946 | 0 | 675,360 | 0 |
| 73100 | 204 | Pensions | 541,939 | 649,023 | 649,023 | 499,125 | 0 | 1,345,274 | 0 |
| 73100 | 206 | Life Insurance | 2,886 | 5,000 | 5,000 | 2,619 | 0 | 5,000 | 0 |
| 73100 | 207 | Medical Insurance | 1,069,243 | 1,236,000 | 1,236,000 | 942,528 | 0 | 1,250,000 | 0 |
| 73100 | 210 | Unemployment Compensation | 1,416 | 15,100 | 15,100 | 5,574 | 0 | 15,100 | 0 |
| 73100 | 212 | Employer Medicare | 133,981 | 147,969 | 147,969 | 117,595 | 0 | 157,947 | 0 |
| 73100 | 299 | Other Fringe Benefits | 7,531 | 7,700 | 7,700 | 6,531 | 0 | 8,000 | 0 |
| 73100 | 336 | Maint. & Repair Serv. - Equip. | 0 | 50,000 | 50,000 | 0 | 0 | 25,000 | 0 |
| 73100 | 348 | Postal Charges | 0 | 2,500 | 2,500 | 0 | 0 | 2,500 | 0 |
| 73100 | 354 | Transp. Other Than Students | 212,397 | 310,000 | 310,000 | 161,757 | 0 | 310,000 | 0 |
| 73100 | 355 | Travel | 24,860 | 52,000 | 52,000 | 24,809 | 0 | 35,000 | 0 |
| 73100 | 399 | Other Contracted Services | 516,528 | 800,000 | 800,000 | 626,770 | 0 | 800,000 | 0 |
| 73100 | 421 | Food Preparation Supplies | 909,372 | 1,400,000 | 1,400,000 | 654,380 | 0 | 1,200,000 | 0 |
| 73100 | 422 | Food Supplies | 9,178,440 | 14,000,000 | 14,000,000 | 10,460,626 | 0 | 13,000,000 | 0 |
| 73100 | 435 | Office Supplies | 19,436 | 25,000 | 25,000 | 12,922 | 0 | 25,000 | 0 |
| 73100 | 451 | Uniforms | 6,603 | 16,000 | 16,000 | 3,997 | 0 | 13,000 | 0 |
| 73100 | 469 | Usda-Commodities | 1,015,262 | 1,552,000 | 1,552,000 | 0 | 0 | 1,500,000 | 0 |
| 73100 | 499 | Other Supplies And Materials | 328,184 | 325,000 | 325,000 | 409,416 | 0 | 400,000 | 0 |

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Rutherford County Government
Budget Report 7 Column by Fund-Summarized (Expense
For Fiscal Year Ending JUNE 30, 2026

User: Brian Runion
Date/Time: 5/7/2025 4:26
Page 2 of 3

Fund 143 Central Cafeteria

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| | | | Actual | Original Budget | Amended Budget | Est & Bgt Thru | | Department | Mayor/Board | Budget Comm |
|---------------------|-----|--|------------|-----------------|----------------|----------------|------------|------------|-------------|-------------|
| | | | 2024 | 2025 | Thru | April 2025 | April 2025 | Request | Recomm | Recomm |
| Account Number | | | | | April 2025 | | | | | |
| 73100 | 524 | In Service/Staff Development | 34,209 | 75,000 | 75,000 | 23,085 | | 0 | 70,000 | 0 |
| 73100 | 599 | Other Charges | 0 | 21,000 | 21,000 | 0 | | 0 | 1,000 | 0 |
| 73100 | 710 | Food Service Equipment | 939,155 | 1,850,000 | 1,850,000 | 800,149 | | 0 | 1,700,000 | 0 |
| Total Food Service | | | 25,013,201 | 33,376,756 | 33,376,756 | 23,617,976 | | 0 | 33,431,092 | 0 |
| | | | | | | | | | | |
| 99100 Transfers Out | | | | | | | | | | |
| 99100 | 590 | Transfers To Other Funds Brown's Chapel El | 43,383 | 0 | 0 | 29,500 | | 0 | 0 | 0 |
| Total Transfers Out | | | 43,383 | 0 | 0 | 29,500 | | 0 | 0 | 0 |
| | | | | | | | | | | |
| Total Expenditures | | | 25,112,584 | 33,448,756 | 33,448,756 | 23,703,476 | | 0 | 33,503,092 | 0 |
| | | | | | | | | | | |
| Total Expenditures | | | 25,112,584 | 33,448,756 | 33,448,756 | 23,703,476 | | 0 | 33,503,092 | 0 |

| FY26 RCS Fund 143 Vacant & Growth Positions | | | |
|---|------------------------|--------|--------|
| Account | Account Title | Vacant | Growth |
| 73100-119 | SN Admin Assistant II | N/A | 1 |
| 73100-165 | Food Service Personnel | 2 | N/A |
| 73100-189 | SN Tech | N/A | 1 |
| 73100-189 | Field Service Manager | N/A | 1 |
| Total | | 2 | 3 |





Rutherford County, Tennessee
Education Capital Projects Fund 177



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Rutherford County Government
Budget Worksheet Report
April 2025

User:
Date/Time:

Michael Smith
5/5/2025 11:51 PM
Page 1 of 1

Fund : 177 Education Capital Projects

Monthly Comparative: 83.33%

| Account Number | Account Description | Prior Year Year End Actual | Original Budget | Amended Budget | Actual April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|--------------------------------------|-----------------------------------|----------------------------------|----------------------|----------------------|----------------------|-----------------------|-----------------------|-----------------------|
| Revenue | | | | | | | | |
| Local Taxes | | | | | | | | |
| 40110 | Current Property Tax | 15,489,420.82 | 17,574,569.00 | 17,574,569.00 | 17,852,006.96 | 0.00 | 17,191,560.00 | 0.00 |
| 40120 | Trustee's Collect. - Prior Yr. | 31,549.66 | 63,430.00 | 63,430.00 | 178,869.42 | 0.00 | 63,430.00 | 0.00 |
| 40130 | Circuit Clerk/Clerk & Mast. Co | 48,764.48 | 47,570.00 | 47,570.00 | 45,997.32 | 0.00 | 47,570.00 | 0.00 |
| 40140 | Interest And Penalty | 18,932.91 | 25,370.00 | 25,370.00 | 31,436.66 | 0.00 | 25,370.00 | 0.00 |
| 40150 | Pick-Up Taxes | 20,799.77 | 20,613.00 | 20,613.00 | 29,067.74 | 0.00 | 20,613.00 | 0.00 |
| 40161 | Payments In Lieu Of Taxes-Tva | 811.74 | 983.00 | 983.00 | 771.51 | 0.00 | 983.00 | 0.00 |
| Total County Property Taxes | | 15,610,279.38 | 17,732,535.00 | 17,732,535.00 | 18,138,149.61 | 0.00 | 17,349,526.00 | 0.00 |
| 40270 | Business Tax | 514,296.68 | 494,990.00 | 494,990.00 | 188,294.41 | 0.00 | 494,990.00 | 0.00 |
| 40285 | School Facilities/Development Tax | 3,479,299.25 | 750,000.00 | 750,000.00 | 1,938,100.50 | 0.00 | 1,500,000.00 | 0.00 |
| Total County Local Option Tax | | 3,993,595.93 | 1,244,990.00 | 1,244,990.00 | 2,126,394.91 | 0.00 | 1,994,990.00 | 0.00 |
| Total Local Taxes - | | 19,603,875.31 | 18,977,525.00 | 18,977,525.00 | 20,264,544.52 | 0.00 | 19,344,516.00 | 0.00 |
| Other Sources (Non-Revenue) | | | | | | | | |
| 49700 | Insurance Recovery | 0.00 | 0.00 | 0.00 | 213,302.81 | 0.00 | 0.00 | 0.00 |
| Total Other Sources (Non Rev) | | 0.00 | 0.00 | 0.00 | 213,302.81 | 0.00 | 0.00 | 0.00 |
| Other Sources (Non-Revenue) | | 0.00 | 0.00 | 0.00 | 213,302.81 | 0.00 | 0.00 | 0.00 |
| Total Revenues | | 19,603,875.31 | 18,977,525.00 | 18,977,525.00 | 20,477,847.33 | 0.00 | 19,344,516.00 | 0.00 |
| Total For Fund: 177 | | 19,603,875.31 | 18,977,525.00 | 18,977,525.00 | 20,477,847.33 | 0.00 | 19,344,516.00 | 0.00 |

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Rutherford County Government
Budget Report 7 Column by Fund-Summarized (Expense
For Fiscal Year Ending JUNE 30,2026

User: Michael Smith
Date/Time: 5/5/2025 11:49
Page 1 of 2

Fund 177 Education Capital Projects

Statement of Proposed Operations
Fiscal Year Ending June 30, 2026

| Account Number | | | Actual 2024 | Original Budget 2025 | Amended Budget Thru April 2025 | Est & Bgt Thru April 2025 | Department Request | Mayor/Board Recomm | Budget Comm Recomm |
|---|-----|---------------------------------------|------------------|-------------------------|--------------------------------------|------------------------------|-----------------------|-----------------------|-----------------------|
| Estimated/Appropriated/Actual | | | | | | | | | |
| Expenditures | | | | | | | | | |
| 72310 Board Of Education | | | | | | | | | |
| 72310 | 510 | Trustee's Commission | 352,412 | 425,000 | 425,000 | 384,848 | 0 | 450,000 | 0 |
| Total Board Of Education | | | 352,412 | 425,000 | 425,000 | 384,848 | 0 | 450,000 | 0 |
| 91300 Education Capital Projects | | | | | | | | | |
| 91300 | 304 | Architects Holloway High School | 55,213 | 0 | 0 | 0 | 0 | 0 | 0 |
| 91300 | 335 | Maint. & Repair Serv. - Bldgs. | 6,684,541 | 18,552,525 | 22,387,993 | 19,533,909 | 0 | 18,894,516 | 0 |
| 91300 | 732 | Building Purchases Multiple Locations | 19,453 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Education Capital Projects | | | 6,759,207 | 18,552,525 | 22,387,993 | 19,533,909 | 0 | 18,894,516 | 0 |
| Total Expenditures | | | 7,111,619 | 18,977,525 | 22,812,993 | 19,918,757 | 0 | 19,344,516 | 0 |
| Total Expenditures | | | 7,111,619 | 18,977,525 | 22,812,993 | 19,918,757 | 0 | 19,344,516 | 0 |

| | 5/15/2025 | | 5 YR Capital Projects Request | 2025-26 | 2026-27 | 2027-28 | 2028-29 | 2029-30 | Approved |
|--------------------------------------|-----------|-------|-------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| | | | | | | | | | |
| Major HVAC | | | | | | | | | |
| | | | | | | | | | |
| Barfield Elementary | | | \$10,000,000.00 | #9 | \$ 10,000,000.00 | | | | |
| Blackman High Chiller Piping Replac. | | | \$500,000.00 | | \$ 500,000.00 | | | | \$ 500,000.00 |
| Blackman High | | | \$6,000,000.00 | | \$ 1,500,000.00 | \$ 4,500,000.00 | | | |
| Blackman Elementary | | | \$10,000,000.00 | | | \$ 10,000,000.00 | | | |
| Blackman Middle | | | \$12,000,000.00 | | | | \$ 6,000,000.00 | \$ 6,000,000.00 | |
| Browns Chapel | | | \$5,000,000.00 | | | | | \$ 5,000,000.00 | |
| Buchanan Elementary | | | \$5,000,000.00 | | \$ 5,000,000.00 | | | | |
| Cedar Grove Elementary | | | \$10,000,000.00 | #8 | \$ 10,000,000.00 | | | | |
| Central Maintenance | | | \$1,000,000.00 | | | | \$ 1,000,000.00 | | |
| Central Magnet | | | \$1,000,000.00 | | \$ 1,000,000.00 | | | | \$ 1,000,000.00 |
| Central Office | | | \$3,500,000.00 | | \$ 3,500,000.00 | | | | |
| Christiana Elementary | | | \$7,000,000.00 | | | | \$ 1,000,000.00 | \$ 6,000,000.00 | |
| Christiana Middle | | | \$7,000,000.00 | | \$ 1,000,000.00 | \$ 6,000,000.00 | | | |
| Daniel McKee | | | \$2,500,000.00 | | \$ 700,000.00 | \$ 1,800,000.00 | | | |
| David Youree | | | \$8,500,000.00 | #10 | \$ 8,500,000.00 | | | | |
| Eagleville | | | \$8,000,000.00 | | \$ 4,000,000.00 | \$ 4,000,000.00 | | | |
| Holloway | | | \$3,000,000.00 | | \$ 250,000.00 | \$ 750,000.00 | \$ 2,000,000.00 | | |
| John Colemon-Annex | | | \$2,500,000.00 | | \$ 2,500,000.00 | | | | |
| Kittrell | | | \$8,500,000.00 | #5 | \$ 750,000.00 | \$ 7,750,000.00 | | | |
| Lascassas | | | \$9,500,000.00 | #4 | \$ 9,500,000.00 | | | | \$ 500,000.00 |
| Lavergne High | | | \$5,000,000.00 | #3 | \$ 5,000,000.00 | | | | \$ 500,000.00 |
| | | | | | | | | | |
| Lavergne Lake | | | \$6,000,000.00 | | | | \$ 6,000,000.00 | | |
| Lavergen Middle | | | \$13,000,000.00 | | | | | \$ 13,000,000.00 | |
| Lavergen PS | | | \$6,000,000.00 | | | | \$ 6,000,000.00 | | |
| McFadden | | | \$3,500,000.00 | | | \$ 3,500,000.00 | | | |
| OHS | | | \$8,000,000.00 | #6 | \$ 1,000,000.00 | \$ 7,000,000.00 | | | |
| OHS Annex | | | \$6,000,000.00 | #1 | \$ 3,000,000.00 | \$ 3,000,000.00 | | | \$ 1,000,000.00 |
| | | | | | | | | | |
| Oakland Middle | | | \$7,000,000.00 | | | | | \$ 7,000,000.00 | |
| RHS | | | \$8,000,000.00 | #7 | \$ 1,000,000.00 | \$ 4,000,000.00 | \$ 3,000,000.00 | | \$ 500,000.00 |
| RHS Annex | | | \$6,000,000.00 | #13 | \$ 3,000,000.00 | \$ 3,000,000.00 | | | |
| Rockvale Elementary | | | \$1,100,000.00 | | | \$ 1,100,000.00 | | | |
| Rockvale Middle | | | \$7,000,000.00 | | | | \$ 7,000,000.00 | | |
| Rockvale High | | | \$1,500,000.00 | #12 | \$ 1,500,000.00 | | | | |
| Rock Springs Elementary | | | \$9,000,000.00 | | | \$ 9,000,000.00 | | | |
| Rock Springs Middle | | | \$12,000,000.00 | | | \$ 12,000,000.00 | | | |
| Rocky Fork Elememntary | | | | | | | | | |
| Rocky Fork Middle | | | | | | | | | |
| Roy Waldron | | | \$9,000,000.00 | #11 | \$ 9,000,000.00 | | | | |
| Siegel High | | | \$20,000,000.00 | | | | | \$ 20,000,000.00 | |
| Siegel Middle | | | \$12,000,000.00 | | | \$ 12,000,000.00 | | | |
| Smyrna Elem. Immediate need | | | | | | | | | |
| Smyrna Elementary | | | \$3,700,000.00 | | \$ 3,700,000.00 | | | | \$ 3,700,000.00 |
| Smyrna High | | | \$3,000,000.00 | #2 | \$ 1,000,000.00 | \$ 2,000,000.00 | | | \$ 500,000.00 |
| Smyrna High Addition | | | \$1,500,000.00 | | | | \$ 1,500,000.00 | | |
| | | | | | | | | | |
| Smyrna Middle | | | \$5,000,000.00 | | \$ 3,000,000.00 | \$ 2,000,000.00 | | | |
| Smyrna Primary | | | \$3,000,000.00 | | | | | \$ 3,000,000.00 | |
| Smyrna West | | | \$2,000,000.00 | | | | \$ 2,000,000.00 | | |
| Stewarts Creek Elementary | | | \$7,000,000.00 | | | | | \$ 7,000,000.00 | |
| Stewarts Creek Middle | | | \$8,000,000.00 | | | | | \$ 8,000,000.00 | |
| Stewarts Creek High | | | \$10,000,000.00 | | | | | \$ 10,000,000.00 | |
| Stewartsboro | | | \$1,500,000.00 | | | | \$ 1,500,000.00 | | |
| Thurman Francis Annex | | | \$6,000,000.00 | | | | | \$ 6,000,000.00 | |
| Walter Hill | | | \$6,000,000.00 | | | | \$ 6,000,000.00 | | |
| Wilson Elementary | | | \$6,250,000.00 | | \$ 6,250,000.00 | | | | |
| Whitworth Buchanan | | | \$8,000,000.00 | | | | | \$ 8,000,000.00 | |
| Portables 30 @ \$6,500.00 | | | \$156,000.00 | | \$ 50,000.00 | \$ 50,000.00 | \$ 56,000.00 | | |
| | | | | | | | | | |
| | | TOTAL | | \$331,706,000.00 | \$ 96,200,000.00 | \$ 63,300,000.00 | \$ 36,206,000.00 | \$ 43,000,000.00 | \$ 93,000,000.00 |
| Bleachers and Seats | | | | | | | | | |
| | | | | | | | | | |
| Buchanan Elementary Bleachers | | | \$200,000.00 | | \$ 200,000.00 | | | | |
| Christiana Middle | | | \$300,000.00 | | \$ 300,000.00 | | | | |
| Bleacher/Stadium | | | \$500,000.00 | | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 |
| Auditorium Seats | | | \$250,000.00 | | \$ 250,000.00 | | | | |
| Siegel High Auditorium Seats | | | \$200,000.00 | | \$ 200,000.00 | | | | |
| Siegel High Gym | | | \$350,000.00 | | \$ 350,000.00 | | | | \$ 350,000.00 |
| OHS Lecture Hall seats | | | \$65,000.00 | | \$ 65,000.00 | | | | |
| RHS lecture Hall seats | | | \$100,000.00 | | \$ 65,000.00 | | | | |
| Lavergne Middle Auditorium | | | \$200,000.00 | | | \$ 200,000.00 | | | |
| Rock Springs Middle Auditorium | | | \$150,000.00 | | \$ 150,000.00 | | | | |
| RockSprings Middle | | | \$200,000.00 | | \$ 200,000.00 | | | | |
| Blackman High Bleachers | | | \$300,000.00 | | \$ 300,000.00 | | | | \$ 300,000.00 |
| Eagleville football expansion | | | \$350,000.00 | | \$ 350,000.00 | | | | |
| Stewartsboro Gym | | | \$175,000.00 | | \$ 175,000.00 | | | | |
| Eagleville Main Gym | | | \$150,000.00 | | \$ 150,000.00 | | | | |
| SCHS Auditorium Seats | | | \$200,000.00 | | | \$ 100,000.00 | \$ 100,000.00 | | |
| SCMS Bleachers | | | \$300,000.00 | | | \$ 300,000.00 | | | |
| Rockvale Elementary | | | \$300,000.00 | | | | \$ 300,000.00 | | |
| | | | | | | | | | |
| | | TOTAL | | \$4,290,000.00 | \$ 1,555,000.00 | \$ 2,000,000.00 | \$ 200,000.00 | \$ 400,000.00 | \$ 100,000.00 |
| Gym Floors | | | | | | | | | |
| | | | | | | | | | |
| Screen and Recoat Various floors | | | \$125,000.00 | | \$ 125,000.00 | | | | \$ 125,000.00 |
| Central Magnet Floor Replacement | | | \$250,000.00 | | | \$ 250,000.00 | | | |
| Holloway Floor Replacement | | | \$250,000.00 | | | \$ 250,000.00 | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | TOTAL | | \$625,000.00 | \$ 125,000.00 | \$ 250,000.00 | \$ 250,000.00 | \$ - | \$ - |

[illegible]

| | | | | | | | | | | | | |
|---|--|--|-------|----------------|------------------|-------------------|------------------|------------------|------------------|-------------------|-----------------|------------------|
| LHS Irrigation | | | | \$75,000.00 | | | | \$ 75,000.00 | | | | |
| Eagleville Irrigation | | | | \$75,000.00 | | | | \$ 75,000.00 | | | | |
| | | | | | | | | | | | | |
| | | | TOTAL | | \$975,000.00 | \$ 375,000.00 | \$ 450,000.00 | \$ 150,000.00 | \$ 500,000.00 | \$ - | | |
| Renovation-Repurpose Projects | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| TFAA Auditorium Space | | | | \$3,500,000.00 | | \$ 3,500,000.00 | | | | | | |
| Christiana Elementary Connector | | | | \$2,500,000.00 | | | \$ 2,500,000.00 | | | | | |
| Christiana Elemenatry Add | | | | \$3,000,000.00 | | | | \$ 3,000,000.00 | | | | |
| Rock Springs Middle Classrooms | | | | \$150,000.00 | | \$ 150,000.00 | | | | | | |
| Maintenance/shipping Building | | | | \$5,000,000.00 | | \$ 5,000,000.00 | | | | | | |
| | | | | | | | | | | | | |
| | | | TOTAL | | \$14,150,000.00 | \$ 8,650,000.00 | \$ 2,500,000.00 | \$ 3,000,000.00 | \$ - | \$ - | | |
| Life Safety-Security | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Camera Program/DVR | | | | \$2,400,000.00 | | \$ 150,000.00 | \$ 900,000.00 | \$ 675,000.00 | \$ 675,000.00 | | \$ 150,000.00 | |
| Access Controls-Keying | | | | \$300,000.00 | | \$ 225,000.00 | \$ 75,000.00 | | | | \$ 225,000.00 | |
| Fire Alarm Upgrades | | | | \$400,000.00 | | \$ 400,000.00 | | | | | \$ 400,000.00 | |
| SHS Fire Sprinkler Issue | | | | \$150,000.00 | | \$ 150,000.00 | | | | | | |
| Test all Fire Dampers | | | | \$175,000.00 | | \$ 35,000.00 | \$ 35,000.00 | \$ 35,000.00 | \$ 35,000.00 | \$ 35,000.00 | | |
| School zone Light upgrades | | | | \$100,000.00 | | \$ 100,000.00 | | | | | \$ 100,000.00 | |
| SCHS Genertor for Redundent system | | | | \$400,000.00 | | \$ 400,000.00 | | | | | \$ 400,000.00 | |
| Blackman High | | | | \$40,000.00 | | | \$ 40,000.00 | | | | | |
| Blackman Middle | | | | \$40,000.00 | | \$ 40,000.00 | | | | | \$ 40,000.00 | |
| Cedar Grove | | | | \$15,000.00 | | \$ 15,000.00 | | | | | | |
| Christiana Elementary | | | | \$15,000.00 | | \$ 15,000.00 | | | | | | |
| Daniel McKee | | | | \$15,000.00 | | \$ 15,000.00 | | | | | | |
| Eagleville | | | | \$15,000.00 | | \$ 15,000.00 | | | | | | |
| Holloway | | | | \$10,000.00 | | \$ 10,000.00 | | | | | \$ 10,000.00 | |
| LHS | | | | \$15,000.00 | | \$ 15,000.00 | | | | | | |
| RHS | | | | \$20,000.00 | | \$ 20,000.00 | | | | | \$ 15,000.00 | |
| Rock Springs Middle | | | | \$25,000.00 | | \$ 25,000.00 | | | | | | |
| Rockvale Elementary | | | | \$15,000.00 | | \$ 15,000.00 | | | | | | |
| Smyrna Middle Original | | | | \$25,000.00 | | \$ 25,000.00 | | | | | | |
| Smyrna Primary | | | | \$15,000.00 | | \$ 15,000.00 | | | | | | |
| Stewarts Creek Elem | | | | \$20,000.00 | | \$ 20,000.00 | | | | | \$ 20,000.00 | |
| Stewarts Creek Middle | | | | \$20,000.00 | | \$ 20,000.00 | | | | | | |
| | | | | | | | | | | | | |
| | | | TOTAL | | \$4,230,000.00 | \$ 1,725,000.00 | \$ 1,050,000.00 | \$ 710,000.00 | \$ 710,000.00 | \$ 35,000.00 | | |
| Restroom Restoration | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Walter Hill | | | | \$250,000.00 | | \$ 75,000.00 | \$ 75,000.00 | \$ 100,000.00 | | | \$ 75,000.00 | |
| Roy Waldron | | | | \$100,000.00 | | \$ 100,000.00 | | | | | \$ 50,000.00 | |
| RHS Locker Epoxy/paing | | | | \$75,000.00 | | \$ 75,000.00 | | | | | | |
| OHS Locker Epoxy/paing | | | | \$75,000.00 | | \$ 75,000.00 | | | | | | |
| | | | | | | | | | | | | |
| | | | TOTAL | | \$500,000.00 | \$ 325,000.00 | \$ 75,000.00 | \$ 100,000.00 | \$ - | \$ - | | |
| Track Resurface/ Repair | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Track resurface OHS/RHS | | | | \$300,000.00 | | \$ 300,000.00 | | | | | \$ 300,000.00 | |
| Track resurface SHS/LHS | | | | \$300,000.00 | | | \$ 300,000.00 | | | | | |
| Track resurface RVHS/BHS | | | | \$300,000.00 | | | | \$ 300,000.00 | | | | |
| Track resurface SGHS/EAG | | | | \$300,000.00 | | | | | \$ 300,000.00 | | | |
| | | | | | | | | | | | | |
| | | | TOTAL | | \$1,200,000.00 | \$ 300,000.00 | \$ 300,000.00 | \$ 300,000.00 | \$ 300,000.00 | \$ - | | |
| Playgrounds | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Simon Springs | | | | \$200,000.00 | | \$ 200,000.00 | | | | | \$ 200,000.00 | |
| Roy Waldron- K-2 | | | | \$250,000.00 | | \$ 250,000.00 | | | | | | |
| Browns Chapel | | | | \$450,000.00 | | \$ 450,000.00 | | | | | \$ 450,000.00 | |
| McFadden | | | | \$450,000.00 | | | \$ 450,000.00 | | | | | |
| Playground Inspection/repair | | | | \$100,000.00 | | \$ 100,000.00 | | | | | \$ 100,000.00 | |
| Rock Springs Elementary SPED | | | | \$200,000.00 | | | \$ 200,000.00 | | | | | |
| | | | | | | | | | | | | |
| | | | TOTAL | | \$1,650,000.00 | \$ 1,000,000.00 | \$ 650,000.00 | \$ - | \$ - | \$ - | | |
| LED Lighting | | | | | | | | | | | | |
| | | | | | \$18,000,000.00 | \$ 3,925,906.00 | \$ 4,075,000.00 | \$ 5,000,000.00 | \$ 5,000,000.00 | | \$ 3,925,906.00 | |
| could be a 4 year project \$5.5 million each year | | | | | | | | | | | | |
| 2024-25 School year | | | | | \$2,583,610.00 | \$ 2,583,610.00 | | | | | \$ 2,583,610.00 | |
| TOTAL | | | | | \$488,484,610.00 | \$ 152,709,516.00 | \$ 96,780,000.00 | \$ 51,566,000.00 | \$ 63,710,000.00 | \$ 122,585,000.00 | | |
| | | | | | | | | | | | Total | \$ 19,344,516.00 |

Fund 141 - General Purpose School

| Fund 141 - General Purpose School | | | | Budget Amendment # 9 | | Amended Budget |
|-------------------------------------|--------|-----------------------------|-------------|-----------------------|-----------|-------------------|
| | | | | Summer Camp Amendment | | |
| Function | Object | Description | 2025 Budget | Decreases | Increases | |
| 46590 | | Other State Education Funds | 4,440,000 | | 5,120,313 | 9,560,313 |
| 47590 | | Other Federal Through State | | 0 | 436,625 | 436,625 |
| Total Revenue & Operating Transfers | | | 559,893,093 | 0 | 5,556,938 | 565,450,031 |

| Function | Object | Description | 2025 Budget | Increases | Decreases | Amended Budget |
|--------------------|--------|---|--------------------|------------------|-----------|--------------------|
| 71100 | 116 | Reg Education Prg - Elem/Sec - Teachers | 197,790,145 | 1,748,750 | | 199,538,895 |
| 71100 | 163 | Reg Education Prg - Elem/Sec - Educational Assistants | 7,531,787 | 177,000 | | 7,708,787 |
| 71100 | 201 | Reg Education Prg - Elem/Sec - Social Security | 12,866,505 | 119,397 | | 12,985,902 |
| 71100 | 204 | Reg Education Prg - Elem/Sec - Pensions | 13,614,299 | 198,352 | | 13,812,651 |
| 71100 | 212 | Reg Education Prg - Elem/Sec - Employer Medicare | 3,009,102 | 27,923 | | 3,037,025 |
| 71100 | 429 | Reg Education Prg - Elem/Sec - Instructional Supp & Mat | 3,050,000 | 1,469,605 | | 4,519,605 |
| 71100 | 499 | Reg Education Prg - Elem/Sec - Other Supplies And Materials | 50,000 | 750,000 | | 800,000 |
| 71100 Total | | | 278,109,015 | 4,491,027 | 0 | 282,600,042 |
| 72120 | 131 | Health Services - Medical Personnel | 4,333,705 | 50,000 | | 4,383,705 |
| 72120 | 201 | Health Services - Social Security | 284,733 | 3,100 | | 287,833 |
| 72120 | 204 | Health Services - Pensions | 436,285 | 5,150 | | 441,435 |
| 72120 | 212 | Health Services - Employer Medicare | 66,591 | 725 | | 67,316 |
| 72120 Total | | | 6,417,698 | 58,975 | 0 | 6,476,673 |
| 72130 | 399 | Other Student Support - Other Contracted Services | 171,322 | 50,000 | | 221,322 |
| 72130 Total | | | 21,732,552 | 50,000 | 0 | 21,782,552 |
| 72410 | 104 | Office Of The Principal - Principals | 6,403,683 | 58,000 | | 6,461,683 |
| 72410 | 161 | Office Of The Principal - Secretary(S) | 1,927,289 | 30,000 | | 1,957,289 |
| 72410 | 201 | Office Of The Principal - Social Security | 1,498,631 | 5,456 | | 1,504,087 |
| 72410 | 204 | Office Of The Principal - Pensions | 1,895,542 | 9,064 | | 1,904,606 |
| 72410 | 212 | Office Of The Principal - Employer Medicare | 350,486 | 1,276 | | 351,762 |
| 72410 Total | | | 32,468,527 | 103,796 | 0 | 32,572,323 |
| 72710 | 312 | Transportation - Contracts W/Private Agencies | 200,000 | 30,000 | | 230,000 |
| 72710 | 315 | Transportation - Contracts W/Vehicle Owners | 27,169,404 | 823,140 | | 27,992,544 |
| 72710 Total | | | 30,100,082 | 853,140 | 0 | 30,953,222 |
| | | | 576,410,706 | 5,556,938 | 0 | 581,967,644 |

This amendment is to increase Fund 141 budgeted revenues and expenditures in the amount of \$5,556,938 to recognize the awarded Summer Camp Grant for FY24-25. On January 22, 2021, the Tennessee General Assembly enacted the Tennessee Learning Loss Remediation and Student Acceleration Act to address the learning loss of students due to COVID-19 related school closures. Through this law, all Tennessee school districts were required to offer learning loss remediation summer programs for students in rising grades K - 8, starting in summer 2021. Provisions of this law that were set to expire in summer 2023 included Summer Learning Camps for rising grades 1 - 3 and After School Summer Learning Mini Camps (STREAM camps). However, in the 2023 Legislative Session, the Tennessee General Assembly amended the Act to continue summer programming (Summer Learning Camps, After School Summer Learning Mini Camps (STREAM"), and Learning Loss Bridge Camps) for rising grades K-9 annually. The funds will be used fund summer work for principals, teachers, education assistants & secretaries. There is no local match required for this grant.

Recommended Motion:

To amend budgeted revenues & expenditures in Fund 141 General Purpose in the amount of \$5,556,938 as presented.

Dr. James Sullivan, Director of Schools

Date

Claire Maxwell, Chairman of the Board

A RESOLUTION BY THE RUTHERFORD COUNTY BOARD OF EDUCATION

WHEREAS, the Rutherford County Board of Education is charged with governing the school system so that all students receive the best educational opportunities in order to graduate prepared to enter a postsecondary institution or the workforce; and

WHEREAS, the Education Freedom Act of 2025 includes a provision providing one-time bonuses of no less than \$2,000 to public school teachers in the state; and

WHEREAS, section four (4) of the Education Freedom Act of 2025 requires that a local board of education for an LEA seeking to participate in section four (4) of the proposed act must affirm its intention to participate via a resolution in order to receive state funds to issue these bonuses;

THEREFORE, BE IT RESOLVED, That the Rutherford County Board of Education affirms its intention to participate in Section four (4) of the Education Freedom Act of 2025, relative to bonuses for teachers.

RUTHERFORD COUNTY BOARD OF EDUCATION

Claire Maxwell, Chairman

ATTESTED TO:

Dawn Williams, Secretary

4/30/2025

Memo

TO

Trey Lee

FROM

Brian Lewis

CC

Sherri
Southerland;
Tyra Pilgrim; Kelly
Chastain; Tony
Faulk

RE

SHS Culinary Arts
Natural Gas
Project

COMMENTS:

Rutherford County Schools Career & Technical Education Department is proposing the installation of natural gas service to the Smyrna High School Culinary Arts Commercial kitchen, along with upgrading current electric appliances to natural gas appliances. The CTE Department Innovative School Models Grant will be paying for all labor, materials, permitting, and natural gas appliances for this project. You will find an Application for Campus Construction, and a proposed gas line access location. Please let me know what additional details are needed to begin this process.

Thank you,

Brian Lewis

CTE Supervisor

Rutherford County Schools

Application for Campus Construction Project

Before any request for construction of proposed buildings will be forwarded to the Rutherford County School Board, the following form must be filled out in full and submitted to the Rutherford County Schools Engineering and Construction Department with a letter from the School Principal, a site plan, floor plan and elevations (if applicable), a full estimate, and schedule.

1. School Name

Smyrna High School

2. Principal

Sherri Southerland

3. Project Name

SHS Culinary Arts Gas Line Project

4. Assistant Principal who is overseeing the project

5. Does project support recreational sports, athletics or education?

Education - CTE Culinary Arts

6. Does this project meet all gender equity criteria?

Yes

7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)

CTE

8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate.

\$ 65,000

9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources.

CTE- Innovative Schools Model Grant

10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? Do construction plans meet criteria for funding?

Yes, this project, and funding have already been approved by the TDOE and is listed in e-Plan

11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan

N/A

12. Do you have a site layout showing where this project will be constructed on campus?

See attached. This proposed area is based on conversations with Operations project manager concerning utility access

13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements?

Project has been reviewed by Tony Faulk with the Operations Department

14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required?

Pending approval by the Board

15. Are plans drawn and stamped by Architect/ Engineer?

Need Unknown

16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes)

Pending approval

17. What is your timeline for completion of project? When will it start and when will it be completed?

Begin project- ASAP.

Complete project by August 2025

18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services.

All cost covered by ISM grant/CTE Department

19. Do you have a contractor for constructing/completing the project? What is the name of Contractor?
If no, who will be overseeing the project from the community and who will be doing the work?

Roscoe Brown will be installing the gas line.

Tony Faulk will oversee the project.

Estimated Budget

| Item | Estimated Cost |
|--------------------------------|----------------|
| Labor and Materials | \$10,000 |
| Permits/ Fees | \$2,000 |
| Natural Gas Kitchen Appliances | \$53,000 |
| | |
| Total | \$65,000 |

Proposed Smyrna High School Natural Gas Service



Currently, there is a natural gas main located outside the agriculture shop. The yellow line indicates the proposed location of the requested natural gas service to the culinary arts kitchen.

**Prepared by and when recorded
return to:**

Thompson Burton PLLC
1801 West End Avenue, Suite 1550
Nashville, Tennessee 37203
Attn: Walt Burton, Esq.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is made this ____ day of April, 2025 by and among **RUTHERFORD COUNTY BOARD OF EDUCATION** (hereinafter referred to as the "Board of Education") and **SEK SMYRNA, LLC**, a Tennessee limited liability company (hereinafter referred to as "SEK Smyrna").

WITNESSETH:

WHEREAS, Board of Education is the owner of that parcel of land upon which Smyrna High School (the "School") is built, being more particularly described in Exhibit A attached hereto (hereinafter referred to as the "School Tract"); and

WHEREAS, the Board of Education is authorized to grant a grading and construction easement upon the School tract pursuant to _____;

WHEREAS, SEK Smyrna is or may be the owner of the parcel of land lying across Bulldog Drive from the School Tract and being more particularly described on Exhibit B attached hereto (hereinafter referred to as the "SEK Smyrna Tract"); and

WHEREAS, as part of a greater improvement to the junction of Bulldog Drive and Lee Victory Parkway (a/k/a State Highway 102) in connection with SEK Smyrna's development, SEK Smyrna and the Board of Education desire to improve Smyrna High School's parking lot and access to Bulldog Drive, including but not limited to the construction of driveways, parking spaces and landscaping on portions of the School Tract as described and depicted on Exhibit C (the "Improvements").

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, Town, the Board of Education and SEK Smyrna do hereby covenant and agree as follows:

1. Benefited Parties/Binding Effect. The rights, easements and obligations established in this Agreement shall run with the land and be binding upon the School Tract and the SEK Smyrna Tract. SEK Smyrna may delegate the right to use the easement granted herein to its respective agents, contractors and licensees, successors and assigns.

2. Construction Obligation. SEK Smyrna shall be obligated to complete or pay for the Improvements under this Agreement.

3. Grading and Construction Easement. The Board of Education hereby grants to SEK Smyrna, its successors and assigns, a non-exclusive temporary grading and construction easement (the

“Grading and Construction Easement”) over, under and across those portions of the School Tract reasonably required for the orderly development, construction and completion of the Improvements according to SEK Smyrna’s plans and specifications as permitted by the Town of Smyrna, Tennessee (the “Town”) and all applicable municipal authorities, including, without limitation, any necessary or desirable installation or erection of silt screening or other barriers, grading activities, materials storage and other incidents to construction, and including a temporary sediment discharge area used during construction. The Improvements shall be built at SEK Smyrna’s sole cost and expense and in substantial accordance with the site plan attached hereto as Exhibit C. SEK Smyrna will use good faith efforts to conduct construction in a commercially reasonable manner and shall exercise due care to avoid damaging the School Tract. In the event of property damage to the School Tract in connection with construction of the Improvements, SEK Smyrna shall restore the affected area as near as practicable to its original condition. SEK Smyrna shall coordinate the construction with the Board of Education to minimize disruption on the school campus.

4. Timing of Construction. Construction will take place during School’s summer break for pupils.

5. Construction of Improvements; Manner of Performing Work. SEK Smyrna’s construction of the Improvements on the School Tract shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof, and free from liens and defects. All parking spaces and drive aisles constructed by SEK Smyrna on the School Tract shall be paved, striped and graded in a manner consistent with the existing parking and drive aisle improvements on the School Tract. Such work shall be carried out in such manner so as to cause the least amount of disruption to any School operations as is reasonably practicable. At no time during construction of the Improvements shall the utilities servicing the existing improvements on the School Tract be interrupted. The School shall maintain the Improvements on the School Tract following construction.

6. Insurance and Indemnification. SEK Smyrna shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than \$1,000,000.00 for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and \$2,000,000.00 aggregate coverage, and with minimum excess or umbrella policy limits of not less than \$3,000,000.00 per occurrence, and the Board of Education shall be an additional insured under such policy. SEK Smyrna’s contractor shall further maintain adequate worker’s compensation insurance at all times during construction activities in the minimum statutory limits required by the State of Tennessee. SEK Smyrna shall indemnify and hold the Board of Education harmless from and against any and all loss, cost, damage, liability, liens, or expense (including reasonable attorneys’ fees actually incurred and court costs) incurred by the Board of Education in connection with the exercise by SEK Smyrna of its rights created herein, except to the extent caused by the negligence or willful act of the School or the Board of Education, their respective employees, tenants, contractors, agents or licensees.

7. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Tennessee. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. Time is of the essence of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement. The executed signature pages of any counterpart hereof may be appended or attached to any other counterpart hereof; and, provided that all parties hereto shall have executed a counterpart hereof, this Agreement shall be valid and binding upon the parties notwithstanding the fact that the execution of all parties may not be reflected upon any one single counterpart.

IN WITNESS WHEREOF, the Board of Education and SEK Smyrna have set their hands and seals as of the day, month and year first above written.

SEK SMYRNA, LLC

a Tennessee limited liability company

By: _____

Name: _____

As its: Authorized Signatory

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that ___he executed the within instrument for the purposes therein contained, and who further acknowledged that ___he is the Authorized Signatory of SEK SMYRNA, LLC, a Tennessee limited liability company, the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

[Signatures continue on following page]

**RUTHERFORD COUNTY BOARD OF
EDUCATION**

By: _____

Name: _____

As its: _____

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that ___he executed the within instrument for the purposes therein contained, and who further acknowledged that ___he is the _____ of RUTHERFORD COUNTY BOARD OF EDUCATION, the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

The School Tract

[TO BE INSERTED]

EXHIBIT B

The SEK Smyrna Tract

The Land referred to herein below is situated in the County of Rutherford, State of Tennessee, and described as follows:

THAT CERTAIN PARCEL OF REAL ESTATE SITUATED IN 6TH CIVIL DISTRICT OF RUTHERFORD COUNTY, STATE OF TENNESSEE, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTHEAST BY CENTERLINE OF SEABOARD SYSTEMS RAILROAD TRACK AND RIGHT OF WAY OF SEABOARD RAILROAD, DEED BOOK 102, PAGE 276; THE SOUTH BY NISSAN BOULEVARD, THE WEST BY PROPERTY OF RUTHERFORD COUNTY, TENNESSEE (SMYRNA HIGH SCHOOL) DEED BOOK 355, PAGE 485 AND STEWARTS CREEK; THE NORTHWEST BY STEWARTS CREEK.

BEGINNING AT A POINT IN THE CENTERLINE OF SEABOARD SYSTEMS RAILROAD TRACK AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF NISSAN BOULEVARD, THIS POINT BEING THE SOUTHEAST CORNER OF THIS TRACT, THENCE WITH THE CENTERLINE OF SAID RAILROAD TRACK NORTH 40 DEGREES 45 MINUTES 05 SECONDS WEST 1882.25 FEET TO A POINT; THENCE SOUTH 49 DEGREES 14 MINUTES 55 SECONDS WEST 50.0 FEET TO A POINT; THENCE NORTH 40 DEGREES 45 MINUTES 05 SECONDS WEST, 2554.42 FEET TO A POINT IN THE CENTER LINE OF STEWARTS CREEK, SAID POINT BEING 50 FEET SOUTHWEST OF SEABOARD STATION 1147+09; THENCE WITH THE CENTER LINE OF STEWARTS CREEK TO POINTS AS FOLLOWS AGAINST THE FLOW OF WATER SOUTH 48 DEGREES 35 MINUTES 10 SECONDS WEST 214.69 FEET; SOUTH 68 DEGREES 43 MINUTES 18 SECONDS WEST 88.40 FEET; NORTH 81 DEGREES 17 MINUTES 09 SECONDS WEST, 450.30 FEET SOUTH 85 DEGREES 12 MINUTES 13 SECONDS WEST 94.36 FEET; SOUTH 33 DEGREES 30 MINUTES 00 SECONDS WEST, 60.03 FEET; SOUTH 7 DEGREES 59 MINUTES 13 SECONDS EAST 105.83 FEET, SOUTH 30 DEGREES 52 MINUTES 07 SECONDS EAST 338.66 FEET, SOUTH 64 DEGREES 10 MINUTES 45 SECONDS EAST 121.50 FEET, SOUTH 59 DEGREES 37 MINUTES 08 SECONDS EAST 440.24 FEET SOUTH 25 DEGREES 49 MINUTES 48 SECONDS EAST 463.92 FEET TO A POINT IN CENTER OF CREEK; THENCE LEAVING CREEK AND WITH NORTH LINE OF PROPERTY BELONGING TO RUTHERFORD COUNTY NORTH 85 DEGREES 02 MINUTES 00 SECONDS EAST 204.55 FEET TO A PIN; THENCE CONTINUING SOUTH 46 DEGREES 54 MINUTES 30 SECONDS EAST, 656.90 FEET TO A PIN; THENCE WITH EAST LINE OF COUNTY PROPERTY AND CONTINUING WITH CENTER LINE OF A PROPOSED ROAD (50 FOOT RIGHT OF WAY, 25 FEET ON THIS TRACT) SOUTH 1 DEGREES 54 MINUTES EAST 1829.50 FEET TO A PIN ON THE NORTH RIGHT OF WAY OF NISSAN BLVD, THENCE WITH NORTH RIGHT OF WAY OF SAID BLVD. TO CONCRETE MARKERS AS FOLLOWS: NORTH 88 DEGREES 22 MINUTES 02 SECONDS EAST 701.18 FEET, THENCE SOUTH 88 DEGREES 41 MINUTES 39 SECONDS EAST, 558.18 FEET; NORTH 87 DEGREES 05 MINUTES 08 SECONDS EAST, 460.38 FEET; NORTH 66 DEGREES 33 MINUTES 21 SECONDS EAST, 389.23 FEET TO THE BEGINNING.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO RUTHERFORD HOUSING PARTNERS L.P., A TENNESSEE LIMITED PARTNERSHIP, BY DEED OF RECORD IN RECORD BOOK 1119, PAGE 3411, IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED AND DEDICATED TO RIGHT OF WAY FOR BUILDING DRIVE AS SHOWN BY PLAT RECORDED IN PLAT BOOK 36, PAGE 125, REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

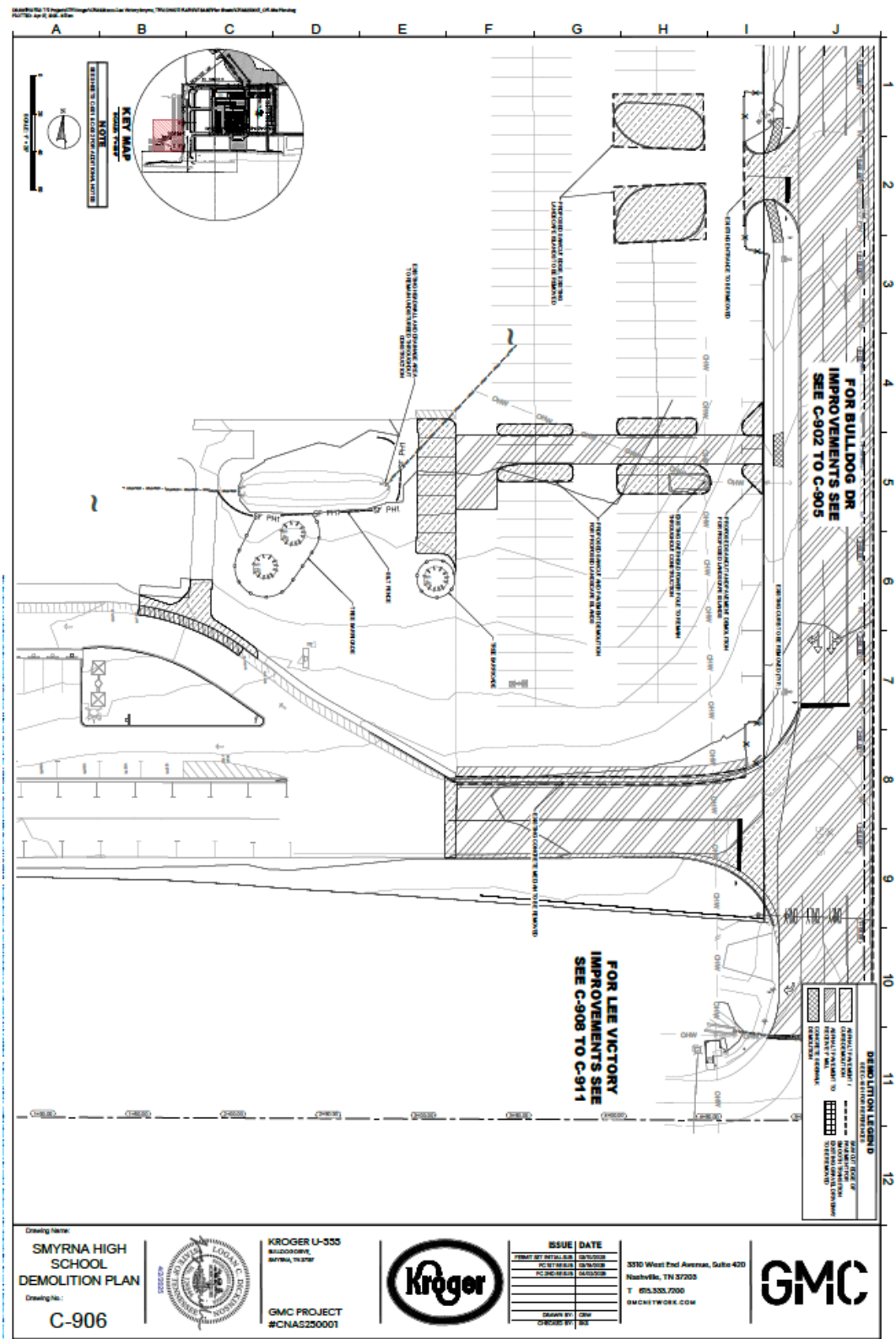
BEING THE SAME PROPERTY CONVEYED TO NIR HOMES, INC., A TENNESSEE CORPORATION, BY DEED FROM AMNON SHREIBMAN, TRUSTEE, OF RECORD IN RECORD BOOK 2195, PAGE 1220, IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

EXHIBIT C
The Improvements

The Improvements will be constructed in accordance with the plans approved by the Town for SEK Smyrna prepared by Goodwin Mills Cawood. A site plan depicting these plans is attached as Exhibit C-1.

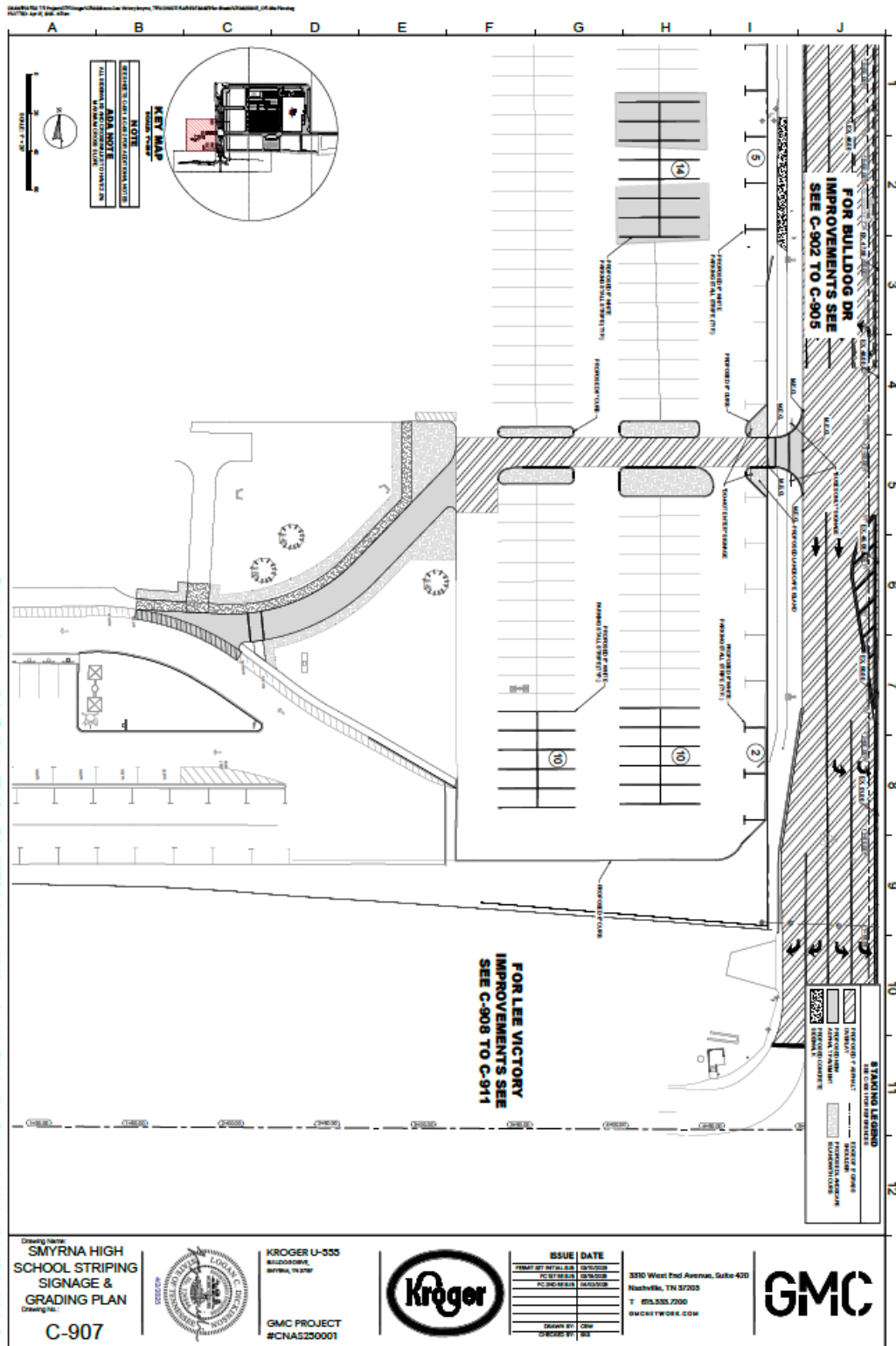
EXHIBIT C-1
(Page 1 of 2)

Depiction of Improvements



(Page 2 of 2)

Depiction of Improvements



**Prepared by and after recording
to be returned to:**

Thompson Burton PLLC
1801 West End Avenue, Suite 1550
Nashville, Tennessee 37203
Attn: Walt Burton, Esq.

**FIRST AMENDMENT TO AGREEMENT FOR DEDICATION, EASEMENTS
AND OPTION TO PURCHASE**

THIS FIRST AMENDMENT TO AGREEMENT FOR DEDICATION, EASEMENTS AND OPTION TO PURCHASE (this "**Amendment**") is entered into as of this ____ day of May, 2025, by and between **THE RUTHERFORD COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Tennessee ("**Board**"), and **AMNON SHRIEBMAN TRUSTEE ("Developer")**, and **SEK SMYRNA, LLC ("SEK")**. Board, Developer, and SEK are individually referred to herein as a "**Party**" and collectively as the "**Parties**."

BACKGROUND:

A. Board and Developer previously entered into an Agreement for Dedication, Easements and Option to Purchase dated effective as of March 12, 2012, of record in Record Book 1119, page 3393, Register's Office for Rutherford County, Tennessee (the "**Agreement**"); and

B. Developer has entered into an agreement to sell the property subject to the Agreement to SEK, and SEK has agreed to convey the Optioned Property described in the Agreement and attached hereto as Exhibit ____ to the Board subject to the terms hereinbelow; and

C. In connection with Developer sale of all or a portion of the Shriebman Tract to SEK Smyrna, LLC, a Tennessee limited liability company ("**SEK**"), Board and Developer now desire to amend the Agreement on the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Amendment and the Agreement, Board and Developer hereby agree as follows:

1. **Exclusive Option to Purchase.** The Parties acknowledge that the Board has properly exercised its option to purchase the Optioned Property and that SEK agrees to convey the Optioned Property to the Board and intends to treat the conveyance of the Optioned Property from SEK to the Board as a donation (as contemplated in the Agreement). Accordingly, as part of the closing of the donation, the parties shall execute such documentation as may be reasonably required by SEK's accounting team to document the conveyance as a charitable donation. The closing on the Optioned Property shall be held no less than twelve (12) months and no more than thirteen (13) months after SEK's acquisition of the Optioned Property from Developer. Notwithstanding the above,

2. SEK joins in the execution of this Amendment to consent, agree to be bound by the terms hereof, and assume the obligations of Developer under the Agreement if SEK closes on the purchase of the property subject to the Agreement.
3. The Agreement, as amended herein, continues to run with the land and be binding upon and inure to the benefit of the Parties, their successors and assigns.
4. Miscellaneous. Except as specifically modified and amended hereby, all of the terms, conditions and provisions of the Agreement remain in full force and effect. This Amendment may be executed in multiple counterparts, each one of which shall be deemed an original and one and the same document.

By: _____
Name: _____
Title: _____

Signatures continue on the following page

"DEVELOPER"

AMNON SHRIEBMAN TRUSTEE

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public of the State and County aforesaid personally appeared AMNON SHREIBMAN, TRUSTEE, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

Signatures continue on the following page

"SEK"

SEK SMYRNA, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF TENNESSEE)
COUNTY OF _____)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that ____he executed the within instrument for the purposes therein contained, and who further acknowledged that ____he is the _____ of **SEK SMYRNA, LLC**, the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

**THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:**

Cope, Hudson, Reed & McCreary, PLLC
16 Public Square N.
Murfreesboro, TN 37130
615-893-5522

AGREEMENT FOR DEDICATION, EASEMENTS AND OPTION TO PURCHASE

This Agreement for Dedication, Easement and Covenants (this "Agreement") is executed, delivered and made effective as of March 12, 2012 (the "Effective Date"), by and between The Rutherford County Board of Education ("Board"), and Amnon Shreibman, Trustee, ("Developer"). The Board and Developer are sometimes each referred to as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the Board is the owner of several tracts of property located in Smyrna, Tennessee on which the Smyrna High School is located being described more particularly in the attached Exhibit 1 (collectively the "Board Tracts"); and

WHEREAS, Developer is the owner of a tract of property adjacent to the Board Tracts in Smyrna, Tennessee, as more particularly described on Exhibit 2 (the "Shreibman Tract"); and

WHEREAS, when Smyrna High School was constructed, a private driveway to the Smyrna High School was built which has become known as Bulldog Drive and approximately one-half of the width of said driveway is located on the Board Tracts and the other approximate one-half of the width of said driveway is located on the Shreibman Tract; and

WHEREAS, the Parties have reached an agreement to dedicate each of the Party's respective portions of Bulldog Drive to the Town of Smyrna to be improved as a public road at Developer's expense and to impose certain easements, restrictions and covenants on their respective tracts to benefit both tracts and to allow for the development of a public road which will better serve both Parties' tracts and to also provide areas for additional parking for Smyrna High School and other school related activities;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein set forth, and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I
Easements & Dedication

1.1 Dedication for a Public Road. The Board and Developer agree to execute a plat to publicly dedicate the portion of each Party's respective tracts depicted in the drawing entitled Final Plat Bulldog Drive Right-Of-Way Dedication to the Town of Smyrna which is attached as Exhibit "3".

1.2 Temporary Construction Easement. Board hereby grants and conveys to Developer a non-exclusive, temporary construction easement thirty (30) feet in width running parallel to the Board's side of Bulldog Drive as shown on Exhibit "3" and continuing in a northerly direction for a length of eight hundred (800) feet beyond the north end of Bulldog Drive along the common property line between the Board Tracts and Shreibman Tract. The easement contained in this Section 1.2 shall automatically expire on the earlier to occur of (a) completion of improvements on the Bulldog Drive or (b) eighteen (18) months from the date of this Agreement.

1.3 Developer Obligations.

(i). Developer shall be solely responsible for the improvements to the road to be built in accordance with the requirements of the Town of Smyrna over, across, and through the existing Bulldog Drive as shown on Exhibit "3". Developer shall complete the construction of said road by no later than eighteen (18) months of the later date that either Party executed this Agreement unless extended by mutual agreement of the Parties. Developer shall be solely responsible for all costs required for construction and all costs of all infrastructure required in regards thereto, including, but not limited to curbs, gutters, drainage systems, relocation and/or upsizing of utility lines, traffic signalization, road signage, drainage systems, and landscaping.

(ii). Developer shall be required to construct a sidewalk along the Board's side of the new roadway in a manner and location acceptable to the Board's Assistant Director of Engineering. The sidewalk must be installed in a manner and at an elevation which will allow the free flow of surface water across the sidewalk and will not create ponding. In the event the Board's Assistant Director for Engineering determines that any tree limbs require cutting to provide sufficient headroom for the use of the sidewalk, Developer shall be responsible to cut limbs in accordance with the Assistant Director of Engineering's directions.

(iii). The Developer shall construct the road improvements in a manner that does not increase any drainage of surface water onto the Board Tracts.

(iv). Any utility line modifications must be constructed in accordance with designs that ensure sufficient capacity for Smyrna High School. Utility line work must be conducted in a manner reasonably acceptable to the Board and which will not result in any utility outages when school is in session or school activities are occurring. Developer shall obtain the Board's Assistant Director for Engineering's approval for all utility designs prior to undertaking construction which approval shall not be unreasonably withheld or delayed..

(v). Developer shall undertake construction in a manner that does not unreasonably interfere with the beginning and ending of the school days, and shall coordinate construction so that it is undertaken in a manner reasonably acceptable to the Board. Developer shall undertake construction of Bulldog drive in a manner that leaves Bulldog Drive open to traffic and passable when school is in session and official school functions are occurring.

(vi). Developer shall also be responsible to cut down and grade, at Developer's expense, an elevated area near the Smyrna High School stadium as directed by the Board's Assistant Director for Engineering.

(vii). All trees within said easement, or adjacent to the easement, are to remain and Developer shall take reasonable measures to safeguard them during construction.

(viii). Developer shall be required to restore the Board's property to its present condition or better following construction, to replace any damaged trees inadvertently damaged, and to seed and straw any disturbed ground following completion of construction in a manner acceptable to the Board. In the event any slope requires matting or sod under good local engineering practices to prevent erosion, Developer shall be responsible to install the same at Developer's expense.

(ix). Developer shall be responsible to undertake all work hereunder in a manner that does not increase the flow of surface water onto the Board's Tracts, creates erosion on the Board's tracts, or results in ponding of water on the Board's Tracts.

(x) Developer shall not use Bulldog drive for construction traffic except as necessary for the construction of the road improvements themselves. Developer shall provide a construction drive at the entrance of Bulldog Drive on Developer's Tract for construction traffic for the construction of the planned apartments and any future development on Developer's Tract.

(xi). Developer shall coordinate all work regarding Bulldog Drive and associated infrastructure with the Board's Assistant Director For Engineering. Developer shall perform all work utilizing local customary best engineering and building practices and in compliance with all applicable codes.

ARTICLE II

Easement for School Use

2.1 **Easement.** Developer grants the Board a non-exclusive, temporary easement to utilize the commercially zoned areas and undeveloped areas of Developer's Tract depicted in the attached Exhibit "4" for parking and other school related activities. Said easement shall terminate upon such time as Developer transfers, deeds or leases 18 acres, or more, of the portion of the Developer's Tract which is currently zoned commercial (C-2) or such earlier time as the Parties mutually agree. Exhibit "4" depicts the portion of the Developer's Tract currently zoned commercial (C-2).

ARTICLE III

Option to Purchase

3.1 **Exclusive Option to Purchase.** As part of the consideration of the execution of this Agreement by the Board, Developer hereby grants the Board an exclusive option to purchase the parcel of property depicted in the attached Exhibit "5" (the "Optioned Property"), or such portion thereof as the Board chooses to purchase ("Option to Purchase"). The purchase price for said property, or the portion which the Board determines to purchase, shall be Ten (\$10) Dollars. The Developer may claim any difference between the purchase price and the market value of the property as a charitable donation. The Board may exercise the Option to Purchase after the following occurs: the sale, transfer, or lease of 18 acres, or more, of the commercially zoned (C-2) property depicted in Exhibit "4" by Developer. Upon the Developer transferring, leasing or selling 18 acres, or more, of the commercially zoned (C-2) area depicted in Exhibit "4," the Developer shall give written notice to the Board that the Board has the right to purchase the property depicted on Exhibit "5", or a portion thereof, for the purchase price of Ten (\$10) Dollars pursuant to this Agreement. The notice shall be sent as provided in this Agreement. Upon the Board's actual receipt of said written notice, the Board shall have one (1) year in which to exercise the Option to Purchase. If the Board does not exercise the Option to Purchase all, or any portion thereof, within said one (1) period after actual receipt of the written notice from Developer of the sale of 18 acre, or more, of the commercially zoned area depicted in Exhibit "4", the Option to Purchase shall expire. Developer is required to obtain releases of any deeds of trusts and liens against the property described in Exhibit "5" to enable the Board to purchase the same free and clear of all deeds of trust and liens. Developer further covenants and agrees not to place any restrictions against any portion of the property depicted in Exhibit "5" so long as this Option to Purchase has not terminated. Notwithstanding the above, if the Board of Education has exercised the Option to Purchase to purchase the Optioned Property, in whole or in part, and accountants for Developer suggest structuring the transfer of the property as a donation from the Developer to the Board in a different manner that results in no cost to the Board, the Board agrees to cooperate with Developer to effectuate the said donation.

ARTICLE III

Defaults and Remedies

3.1 **Defaults.** If either Party (the "Defaulting Party") should fail to observe any of the terms, conditions, restrictions or provisions of, or should fail to perform any of its covenants or obligations under this Agreement within a period of thirty (30) days after written notice of such non-performance from any other Party, then the Defaulting Party shall be in default under this

Agreement. If a default has occurred and is not cured within the time period specified in this Section 3.1, then the non-defaulting Party shall have all of the rights and remedies afforded to it by law or in equity, and also any other right or remedy set forth in this Agreement.

3.2 Attorneys' Fees. In the event any Party brings an action to interpret or enforce any term or condition of this Agreement, the prevailing Party shall be entitled to recover, in addition to any relief awarded by the court, its reasonable attorneys' fees and court costs from the non-prevailing Party.

3.3 Indemnity by Developer. The Developer shall hold harmless and indemnify the Board from and against any and all claims, damages, liability, costs, causes of action and expenses (including reasonable attorneys' fees) arising out of: (a) the exercise by the Developer (and its tenants, occupants, contractors, employees and invitees) of its rights pursuant to this Agreement; and/or (b) any violation by the Developer (and its tenants, occupants, contractors, employees and invitees) of the terms or conditions of this Agreement.

ARTICLE IV Miscellaneous Provisions

4.1 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed effective upon delivery (or refusal of delivery) when transmitted to the address(es) set forth by a nationally recognized overnight delivery service (such as FedEx or UPS) or by certified mail, postage prepaid, return receipt requested. Any Party may change its address for notice by giving written notice thereof to the other Party at least ten (10) business days prior to the effective date of such change of address. The address of each Party for notice initially is as follows:

Developer:

Amnon Shreibman, Trustee
P.O. Box 177
La Vergne, TN 37086

With Copy to:

Imogene Bolin, Esq.
The Victory House
313 Enon Springs Rd.
Smyrna, TN 37167

Board:

The Rutherford County Board of Education
2240 Southgate Blvd.
Murfreesboro, TN 37128

With Copy to:

Director of Schools
Rutherford County Board of Education
2240 Southgate Blvd.
Murfreesboro, TN 37128

Rutherford County Board of Education Attorney
Attn: Jeff Reed
16 Public Square N.
Murfreesboro, TN 37130

4.2 **Notice upon Transfer.** Upon the conveyance of any portion of the Developer Tract, the Developer shall deliver notice of such transfer to the Board in the manner described in Section 3.1 above. Until such time as notice of such transfer is provided to the Board, the Developer shall remain primarily responsible for all obligations applicable to the Developer Tract.

4.3 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Parties.

4.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard for its conflict of laws principles. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts of Rutherford County, Tennessee.

4.5 **Duplicate Originals.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

4.6 **Severability.** If any provision of this Agreement or the application of any provision to any party or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other party or circumstance, all of which other provision shall remain in full force

and effect.

4.7 **Amendments in Writing.** No change, amendment, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any Party unless in writing and signed by the Party(ies) to be charged.

4.8 **Agreement for Exclusive Benefit of Parties.** The provisions of this Agreement are for the exclusive benefit of the Parties (and their successors and assigns) and not for the benefit of any other persons or parties, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other persons or parties.

4.9 **Covenants Run With the Land.** It is intended that the covenants, easements, agreements, promises and duties of each Party, as set forth in this Agreement, shall be construed as covenants and not as conditions and that all such covenants shall run with the land and constitute equitable servitudes.

4.10 **Estoppel Certificates.** Each Party agrees that within fifteen (15) days of written request from time to time of the other Party, it will issue to a prospective mortgagee of such other Party or to a prospective successor Party to such other Party, an estoppel certificate stating:

- (a) whether the Party to whom the request has been directed knows of any default by the requesting Party under this Agreement, and if there are known defaults, specifying the nature thereof;
- (b) whether this Agreement has been assigned, modified or amended in any way by such party (and if it has, then stating the nature thereof); and
- (c) that to the requested party's knowledge this Agreement as of that date is in full force and effect.

Such statement shall act as a waiver of any claim by the party furnishing it to the extent such claim is based upon facts contrary to those asserted in the estoppel statement; however, such estoppel statement shall in no event subject the party furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such party to disclose correct and/or relevant information.

4.11 **Agreement Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or, otherwise terminate this Agreement. However, such limitation shall not affect in any manner any rights or remedies to which a party may be entitled hereunder by reason of any such breach.

4.12 **Term.** Subject to the provision hereinbelow, this Agreement and the rights, obligations and liabilities created herein shall extend for a term of seventy-five (75) years from the date hereof and shall automatically be extended for terms of ten (10) years each thereafter unless all

Parties mutually agree to terminate this Agreement. Notwithstanding the foregoing, the easements contained in this Agreement shall be perpetual to the extent permitted by law and unless otherwise specified herein.

[signatures appear on following page]

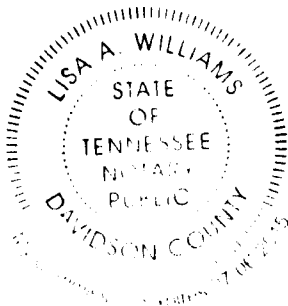
STATE OF ~~ALABAMA~~ TENNESSEE
COUNTY OF DAVIDSON

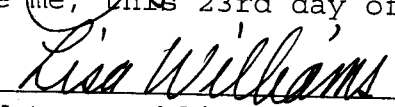
The actual consideration or value, whichever is greater,
for this transfer is \$0.00.



Affiant

SUBSCRIBED AND SWORN TO before me, this 23rd day of
March, 2012.





Notary Public

Commission expires 07-06-2015

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives in multiple counterparts as of the date first above written.

DEVELOPER:

AMNON SHREIBMAN, TRUSTEE

Date: Feb 13, 2012

By: Amnon Shriebman
Name: Amnon Shriebman
Title: Trustee

STATE OF State of Israel
COUNTY OF Municipality of Tel Aviv-Yafo
Embassy of the ss:
United States of America

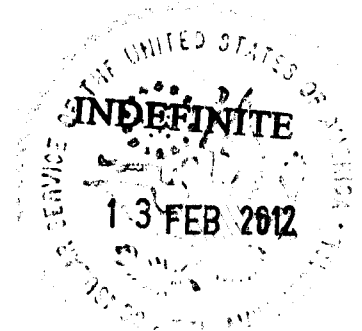
Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Amnon Shriebman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Trustee of Shriebman Family Trust, and is authorized to execute this instrument on behalf of such Trust.

WITNESS my hand and seal at office this 13th day of February, 2012.

My Commission Expires:
INDEFINITE

Julia Forrest
Notary Public
Julia Forrest
Counselor Associate

Embassy of the United States of America
Consular Section - ACS/PPT
71 Mazarion Street
Tel Aviv, Israel 63903



SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives in multiple counterparts as of the date first above written.

RUTHERFORD COUNTY BOARD OF EDUCATION

Date: 3-12, 2012

By: Mark Byrnes
Name: Mark Byrnes
Title: Chairman

STATE OF TENNESSEE)
COUNTY OF RUTHEFORD)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Mark Byrnes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chairman of the Rutherford County Board of Education, and is authorized to execute this instrument on behalf of such Board of Education.

WITNESS my hand and seal at office this 12th day of March, 2012.

[Signature]
Notary Public

My Commission Expires:

02/17/14

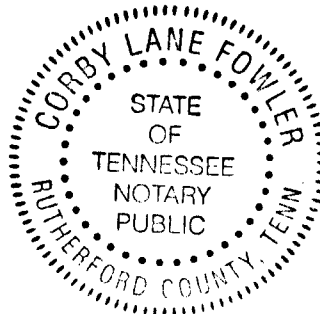


EXHIBIT 1

Bounded on the north by Stewart's Creek and remaining property of Buford & Carl Brewer, Deed Book 238, page 31; the east by remaining property of Buford & Carl Brewer, said Deed Book and page; the south by Nissan Blvd. and property of Linda Watson, et al., Deed Book 319, page 514; the west by property of Linda Watson, et al., said Deed Book and page and Stewart's Creek.

BEGINNING at a pin on the north right of way of Nissan Blvd., said pin being the SW corner of this tract and the SE corner of Linda Watson; thence with the north right of way of Nissan Blvd. as follows: N 43° 52' 42" E, 28.3 feet to a concrete marker; thence around a curve to the right on a radius of 1206.74 feet, for a distance of 474.34 feet to a concrete marker; thence N 84° 08' 35" E, 169.06 feet to a concrete marker; thence N 88° 05' 37" E, 262.10 feet to a concrete marker; thence S 87° 50' 30" E, 364.3 feet to a pin, this being the SW corner of Buford & Carl Brewer's remaining property; thence with west line of their remaining property N 1° 54' W, 803.07 feet to a pin; thence continuing N 1° 54' W, 1026.43 feet to a pin; thence continuing N 46° 54' 30" W, 656.9 feet to a pin; thence with south line of their remaining property S 85° 02' W, 204.55 feet to a point in center line of Stewart's Creek; thence against the flow of water with center line of said creek to points as follows: S 16° 22' 45" E, 125.3 feet; S 11° 51' 40" E, 274.8 feet; S 13° 38' 20" E, 293.5 feet; S 0° 33' E, 140.7 feet; S 14° 49' W, 80.2 feet; S 74° 54' 24" W, 106.17 feet; N 80° 57' W, 244.4 feet; S 65° 00' W, 110.6 feet; S 53° 57' 16" W, 126.45 feet; S 54° 35' 11" W, 99.6 feet; S 87° 13' 16" W, 326.7 feet; S 77° 29' W, 147.05 feet; S 74° 44' W, 82.2 feet; S 58° 14' W, 98.7 feet; S 6° 08' 46" W, 106.76 feet; S 5° 56' 11" E, 123.05 feet; S 14° 47' E, 109.64 feet; S 20° 50' E, 302.43 feet to a point, this being the NW corner of Linda Watson; thence leaving creek and with north fence of Watson N 73° 50' 40" E, through a pin set 45 feet off center line of creek and continuing for a total distance of 379.35 feet to a pin; being Watson's NE corner; thence with east line of Watson S 8° 13' 17" E, 788.24 feet to the beginning, containing 58.20 acres more or less.

Being the same property conveyed to Rutherford County Board of Education by Deed from Rutherford County, Tennessee dated January 18, 1987 and recorded in Book 377, page 108 of the Register's Office of Rutherford County, Tennessee.

Tax Map 034, Parcel 45.02

EXHIBIT 2

BEGINNING at a point in the center line of Seaboard Systems Railroad track at the intersection of the north right of way of Nissan Boulevard, this point being the SE corner of this tract; thence with the center line of said Railroad track N 40° 45' 05" W, 1882.25 feet to a point; thence S 49° 14' 55" W, 50.0 feet to a point; thence N 40° 45' 05" W, 2554.42 feet to a point in the center line of Stewarts Creek, said point being 50 feet southwest of Seaboard Station 1147+09; thence with the center line of Stewarts Creek to points as follows against the flow of water, S 48° 35' 10" W, 214.69 feet, S 68° 43' 18" W, 88.40 feet; N 81° 17' 09" W, 450.30 feet; S 85° 12' 13" W, 94.36 feet; S 33° 30' 00" W, 60.03 feet; S 7° 59' 13" E, 105.83 feet; S 30° 52' 07" E, 338.66 feet; S 64° 10' 45" E, 121.50 feet; S 59° 37' 08" E, 440.24 feet; S 25° 49' 48" E, 463.92 feet to a point in center of creek; thence leaving creek and with north line of property belonging to Rutherford County N 85° 02' 00" E, 204.55 feet to a pin; thence continuing S 46° 54' 30" E, 656.90 feet a pin; thence with east line of County property and continuing with center line of a proposed road (50 foot right of way, 25 feet on this tract) S 1° 54' E 1829.50 feet to a pin on the north right of way of Nissan Blvd., thence with north right of way of said Blvd. to concrete markers as follows: N 88° 22' 02" E, 701.18 feet; thence S 88° 4' 39" E, 558.18 feet; N 87° 05' 08" E, 460.38 feet; N 66° 33' 21" E, 389.23 feet to the beginning, containing 95.10 acres more or less, according to survey of Robert B. Francis dated March 14, 1986.

Being the same property conveyed to Amnon Shreibman Trustee by Robert Carl Brewer, Marilyn Brewer (spouse of Robert Carl Brewer), and Addie Lois Brewer, a widow, by Quitclaim Deed dated January 31, 1997, and appearing of record in Deed Book 590, Page 801, Register's Office for Rutherford County, Tennessee.

Tax Map 034, Parcel 45.00

EXHIBIT 3

EXHIBIT 4

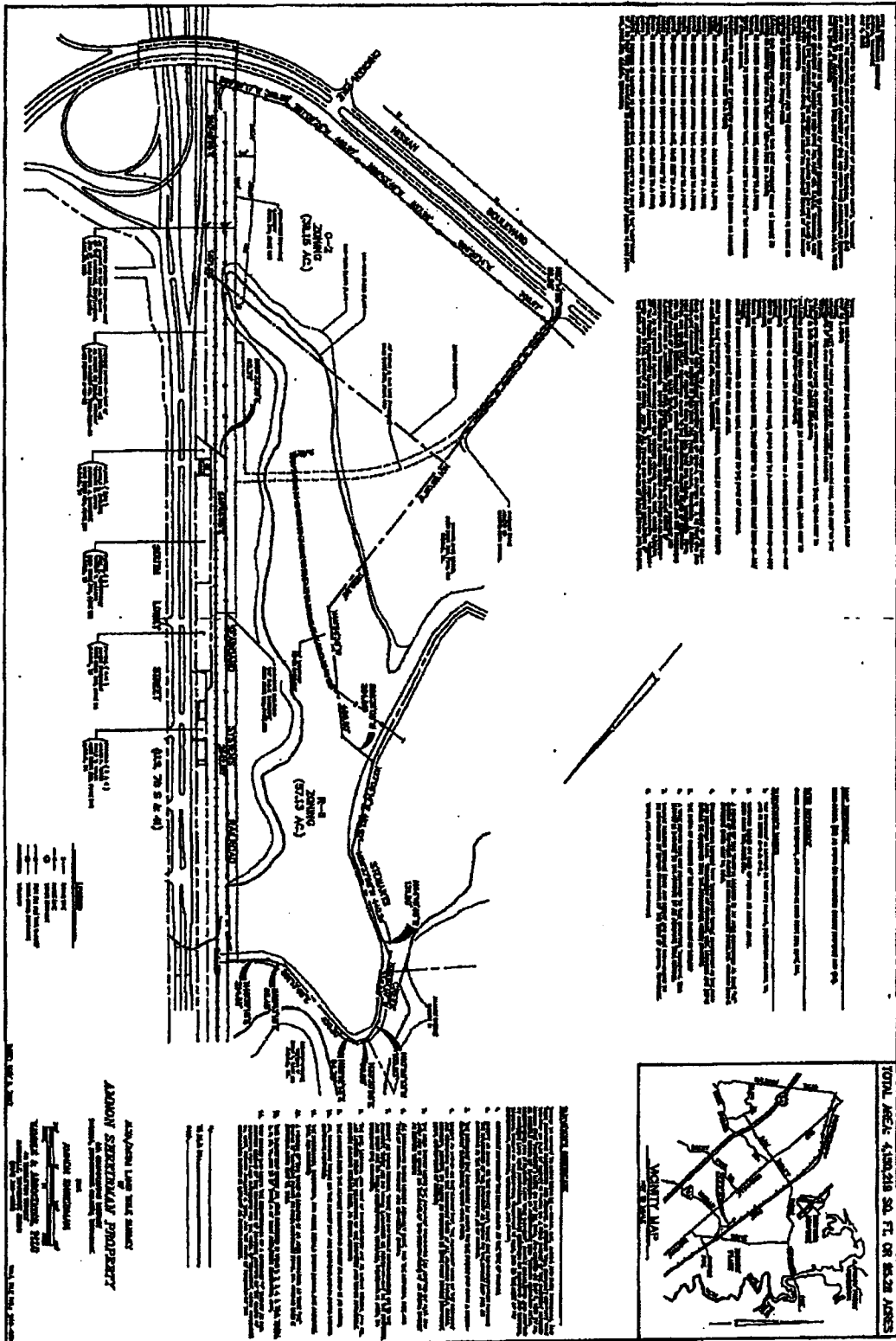
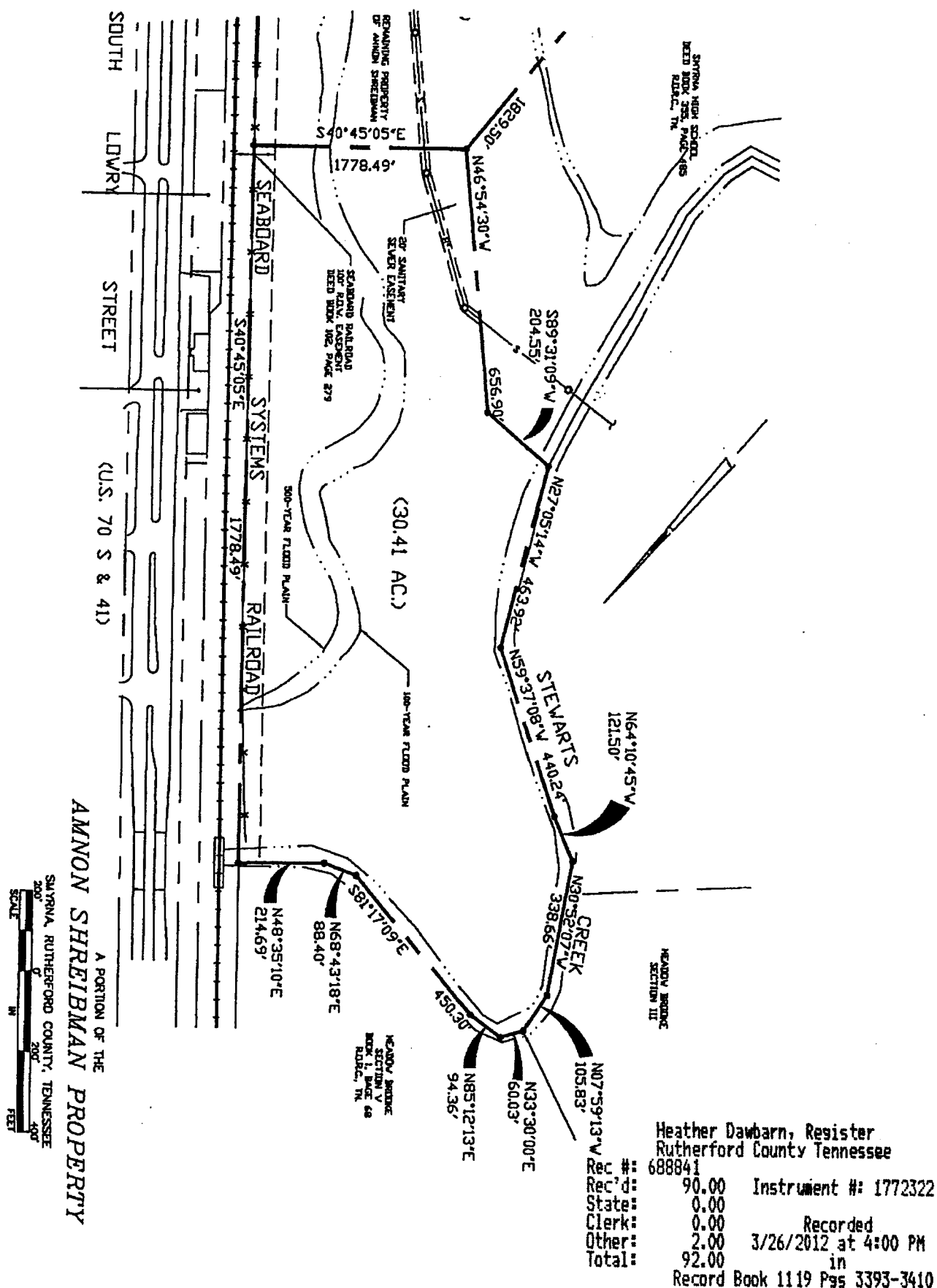


EXHIBIT 5



**AGREEMENT FOR SPONSORSHIP AND ADVERTISING
BETWEEN
MIDDLE TENNESSEE STATE UNIVERSITY
AND
THE RUTHERFORD COUNTY SCHOOL DISTRICT**

This Agreement is made between Middle Tennessee State University ("MTSU") and the Rutherford County School District ("District") for MTSU sponsorship and advertising at high schools in the Rutherford County school system.

WHEREAS, MTSU desires to be a sponsor of activities and place advertising for MTSU in various locations at high schools in the Rutherford County school system; and

WHEREAS, the District desires to authorize high schools within its jurisdiction to accept such sponsorship and advertising.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the District and MTSU agree as follows:

This Agreement provides the terms and conditions under which MTSU will provide funding to high schools in the Rutherford County school system to serve as a sponsor of activities and to place advertising for MTSU at various locations as agreed by each high school. Under this Agreement, the District authorizes the high schools to accept such sponsorship and advertising. High schools will be authorized to accept sponsorship and advertising by use of the Form attached to this Agreement as Attachment A. Each completed Form shall be subject to the terms and conditions of this Agreement.

A. Sponsorship and Advertising. MTSU work with high schools to agree upon and complete the Attachment A Form to provide for MTSU funding for sponsorship of high school activities and advertisement for MTSU at high schools.

1. Under each completed Attachment A, MTSU will agree to pay to the high school a sponsorship fee, which will entitle MTSU to certain recognition and the display of signage, as specified in Attachment A.
2. Attachment A will detail the type and placement of signage and the rights and obligations of the school and MTSU with regard to the signage. Such detail may include, but shall not be limited to, creation and installation of the signage, whether any portion of the sponsorship fee is to be used for any specific purpose, such as purchase of a scoreboard including any specifications required for the scoreboard, and whether sponsorship rights and/or signage rights will be exclusive.
3. Attachment A will set out the total sponsorship fee to be paid to the school, when and how the fee is to be paid, and the term of the sponsorship and advertising rights and how they may be terminated. Attachment A may also provide MTSU a renewal option under terms as may be agreed between the school and MTSU at the time of exercise of the option.
4. Attachment A will also specify any other rights or duties of MTSU and the high school.

B. Term and Termination.

1. The term of this Agreement shall be from the date of last signature below until the expiration of the last Attachment A providing for sponsorship and advertisement under this Agreement.
2. This Agreement may be terminated as follows:

MTSU may terminate this Agreement upon thirty (30) days' prior written notice. MTSU will be responsible for notifying each high school with a current Attachment A in place. MTSU will be responsible for the cost and removal of its signage, unless otherwise agreed between MTSU and the school.

Each school with a current Attachment A in place may terminate its Attachment A upon thirty (30) days' prior written notice to MTSU. A portion of any sponsorship payments made to school by MTSU shall be repaid to MTSU by school; the fees to be repaid shall be calculated by dividing the payment made by MTSU by the number of years of the term of the Attachment A and multiplying the resulting figure by the number of years of the term that would extend beyond the year of termination had the Attachment A not been terminated.

C. Other Terms.

1. This Agreement shall be governed by Tennessee law, including the specific rights of the parties as Tennessee governmental entities.
2. The parties agree to comply with any applicable federal, state, and local laws and regulations, including such laws and regulations pertaining to non-discrimination.

In witness thereof, the parties have by their duly authorized representatives set their signatures below.

RUTHERFORD COUNTY SCHOOL DISTRICT**MIDDLE TENNESSEE STATE UNIVERSITY**



Digitally signed by Drew Harpool, Associate Vice
President for Business and Finance, acting for and
on behalf of Middle Tennessee State University
Date: 2025.04.04 16:07:40 -05'00'

Alan Thomas, VP Business and Finance

4/4/2025

Date_____
Date

ATTACHMENT A Form

This Form, Attachment A to the Agreement for Sponsorship and Advertising between Middle Tennessee State University ("MTSU") and the Rutherford County School District ("District") is to set out the specific rights and obligations of Middle Tennessee State University ("MTSU") and **Riverdale High School** ("School"), which is a high school in the District, with regard to MTSU sponsorship of School activities and placement of advertising for MTSU at School. This Attachment A is subject to the terms and conditions of the Sponsorship and Advertising Agreement between MTSU and the District, to which it is attached.

1. Sponsorship payment and rights.

Total amount to be paid, schedule, and instructions for payment –

- **\$5,000 per year for five years. Fiscal years 2025-2026; 2026-2027; 2027-2028; 2028-2029; 2029-2030**
- **MTSU will inspect signage each year prior to making payments to ensure signage is in good condition.**
- **Checks will be payable to Riverdale High School on or before September 1 each year -2025, 2026, 2027, 2028, 2029.**

Sponsorship rights of MTSU – right to advertise for MTSU in the following location(s), any specific signage requirements, and any other recognition of MTSU as sponsor –

- **Gym signs - (2) 12' wide x 3' High**
- **Football Stadium - (1) 12' wide x 4' High**
- **Baseball stadium - (1) one per location 8' wide x 4'**
- **School buildings - (5) 5' wide x 3'**

Design and installation of signage rights and duties –

- **MTSU inspected current signage at the above locations on March 11, 2025, and determined that all signage is in good condition; therefore, no design or installation of new signage is needed at this time.**

Other sponsorship rights or duties during the five-year agreement -

- **Costs of any design changes requested by MTSU will be paid by MTSU.**
- **Costs to replace any damaged or degraded signage will be paid by Riverdale High School**
- **MTSU will supply designs.**

2. Term of Attachment A.

The Term of this Attachment A shall be 5 years (July 1, 2025-June 30, 2030) and MTSU shall have an option to renew this Attachment A under terms as may be agreed between MTSU and School. This Attachment may be terminated as provided in the Agreement for Sponsorship and Advertising between Middle Tennessee State University and the Rutherford County School District.

The parties intending to be bound by the authorized signatures below.

On Behalf of Riverdale High School

On behalf of MTSU

PRINT Name and title

Alan Thomas, VP Business and Finance



Digitally signed by Drew Harpool, Associate Vice President for Business and Finance, acting for and on behalf of Middle Tennessee State University
Date: 2025.04.04 16:07:26 -0500

4/4/2025

Signature

Date

Signature

Date

RUTHERFORD COUNTY BOARD OF EDUCATION

BUS TRANSPORTATION SERVICES CONTRACT

**BEGINNING WITH 2025/2026
SCHOOL YEAR**

**AND CONTINUING THROUGH 2028/2029
SCHOOL YEAR**

**RUTHERFORD COUNTY BOARD OF EDUCATION BUS TRANSPORTATION SERVICES
CONTRACT BEGINNING WITH 2025/2026 SCHOOL YEAR
AND CONTINUING THROUGH 2028/2029 SCHOOL YEAR**

THIS AGREEMENT is executed and entered effective the 1st day of July, 2025 by and between (“CONTRACTOR”), and the Rutherford County Board of Education, 2240 Southpark Drive, Murfreesboro, Tennessee 37128 (“the Board”).

BACKGROUND

CONTRACTOR is an owner-operator of one or more school buses and desires to provide student transportation services for the Board. The Board is willing to contract with the CONTRACTOR for this purpose. Pursuant to TCA § 49-6-2101(e), CONTRACTOR and the Board have mutually agreed that the terms and conditions of this Agreement will govern their relationship from this date forward and will supersede all prior agreements and understandings between them.

AGREEMENT

In consideration of the foregoing and the mutual covenants contained herein, CONTRACTOR and the Board agree as follows:

1. ROLE OF CONTRACTOR

The Board contracts with the CONTRACTOR as an independent contractor to provide “daily service” student transportation services for Rutherford County Schools and such “other transportation” as individual schools, clubs, or departments may request.

1.1. “Daily services” is defined as all home-to-school and school-to-home transportation of any students of Rutherford County Schools that take place at the beginning or end of the school day for such students. Variations may be made for mid-day runs for students on abbreviated schedules, and locations such as daycares may be designated as the student’s “home” for the purposes of “daily services.”

1.2. “Other transportation” is defined as any school-approved transportation of students and Rutherford County Schools personnel other than daily services, e.g. transportation to/from extracurricular events. Daily services must be completed prior to a bus engaging in other transportation.

2. SPECIFIC DUTIES OF CONTRACTOR

CONTRACTOR will ensure that s/he and any drivers working for CONTRACTOR will perform those duties and services as are customarily performed by school bus drivers in the State of Tennessee and will perform those duties faithfully, conscientiously, and to the best of his/her ability. These specifically include but are not limited to the following:

2.1. Personal Conduct

- a. To engage in no act or omission that endangers the safety and/or wellbeing of any student or places any student at risk.
- b. To establish appropriate rapport with students, parents, and school administrators to

ensure proper student management.

- c. To comply with the Board's drug and alcohol policies contained in the Exhibits to this Agreement. Any updates to these policies shall be furnished to CONTRACTOR, and CONTRACTOR will comply with said changes during this Agreement.
- d. To submit to random background checks and drug and alcohol testing as may be required by the policies and procedures of the Board or any governmental agency and/or as may otherwise be necessary to determine the fitness for duty of CONTRACTOR, and to require any driver the CONTRACTOR may employ to submit to these background checks and testing. A copy of the testing protocols is attached in the Exhibits hereto. The initial screening to qualify as a driver shall be paid by the individual being screened, as well as the second test of a split sample when requested by the individual being screened. Random and unplanned drug screening shall be conducted between 8:00 a.m. and 12:00 p.m., Monday through Friday, during CONTRACTOR'S scheduled working days under the terms of this Agreement unless a random or unplanned drug screen is necessary for post-accident review or based on reasonable suspicion.
- e. To ensure all drivers understand that no smoking, vaping, or use of tobacco products is allowed by any person on any bus or on any Board property at any time.
- f. To provide Transportation Department with a copy of the insurance card and either a bus registration or a lease agreement in CONTRACTOR's name for all contracted bus routes.

2.2. Maintenance and Inspection of Buses

- a. To ensure that CONTRACTOR's buses are always clean, well-maintained, in good operating condition, and completely safe for the transportation of students.
- b. To either obtain or have access to one or more substitute school buses capable of transporting like number of students assigned to the school bus route and to have each such substitute bus pre-approved by the Board's Transportation Department and to also have a competent substitute driver who meets the qualifications specified in Section 6.1 of this Agreement to cover the Contractor's assigned route(s) which has been pre-approved by the Board's Transportation Department or an agreement in place with a CONTRACTOR, as approved by the Rutherford County School System Transportation Department ("Transportation Department"), to ensure route coverage. The Transportation Department shall have the right to disapprove a backup plan if the backup plan does not reasonably provide a backup plan to transport a like number of students assigned to the school bus route. If the Transportation Department determines it is necessary to assign others to cover a route for any day, days, or partial days, the Board shall deduct from Contractor's compensation the amount equal to the Contract amount for each day the Contractor does not provide service and the amount deducted will be paid to the other bus contractors covering the routes(s).

All substitute drivers shall have proof of qualifications and contact information on file with the BOARD Transportation Department.

- c. To ensure that all buses are properly numbered with a Rutherford County School's assigned number; and have "Rutherford County Schools" properly displayed. Bus numbers shall be black, a minimum of six inches (6") in height, and shall not be placed

on fenders, bumpers, etc. The bus number shall be displayed in the following locations:

- i. On the left side of the bus body near the front, but not obscured by the stop arm;
 - ii. On the right side of the bus near the front door, but not obscured by the door;
 - iii. On the right rear of the bus near the emergency door.
 - iv. Temporary numbers shall follow all of the above guidelines. A bus should never have more than one bus number displayed at the above locations at any one time.
- d. To allow and facilitate the periodic inspection of CONTRACTOR's bus by Rutherford County Schools, the Tennessee Department of Education, the Tennessee Department of Safety and Homeland Security, and/or any other governmental agency.
- e. To ensure that all licenses, endorsements, permits, vehicle inspection reports, and similar documentation required for the CONTRACTOR to operate his/her bus or substitute bus for transportation of students are valid and current at all times, and to make such documents available as required by Rutherford County Schools and/or any other governmental agency.
- f. CONTRACTOR shall be required to maintain general liability insurance coverage from an insurance company licensed in the State of Tennessee with an AM Best rating of A- or better, or as otherwise acceptable to the Board, naming the Board as an additional insured. Each CONTRACTOR shall maintain liability insurance with coverage limits as required by State law, but with auto liability coverage limits of no less than \$1,000,000 for auto liability, \$1,000,000 for general business liability, and a \$2,000,000 umbrella policy that provides additional coverage to the auto liability and general business liability policies. The policies obtained by Contractor shall also include uninsured and underinsured coverage of no less than \$1,000,000 per occurrence. The deductibles under the policies shall be no more than \$5,000 unless the Board expressly approves a different deductible maximum. CONTRACTOR may obtain more insurance coverage if they choose to do so. The liability insurance of the CONTRACTOR shall be primary as between any other insurance coverage. CONTRACTOR shall provide the Board with a written Certificate of Insurance confirming coverage required under this Agreement no less than once annually and as requested by the Board. Each policy shall include a provision that it may not be cancelled without the insurance carrier providing thirty (30) days advance written notice to the Board. Upon the termination of this contract for any reason, CONTRACTOR must provide a certificate of insurance to the Board within five (5) days of the last day of service hereunder confirming insurance coverage with the minimum coverages stated above for all claims and occurrences accruing through the CONTRACTOR's last day of service. If a CONTRACTOR fails to maintain the insurance required hereunder or fails to provide the Board proof of coverage upon the Board's request, the Board may suspend or terminate this Contract. CONTRACTOR is also encouraged to obtain additional auto and business liability and property casualty insurance coverage on CONTRACTOR's buses. Notwithstanding the above, if applicable law allows the BOARD to provide liability insurance coverage for CONTRACTORS, the Rutherford County Risk Management Office can obtain insurance

coverage acceptable on terms agreeable by the Board, and the Board elects to do so in writing, the obligations under this Section 1.3 can be amended by written mutual agreement with Contractor.

2.3. Operation of Buses

- a. To require any driver driving on behalf of CONTRACTOR to participate in such safety training and continuing education as may be directed or required by Rutherford County Schools or any state or federal agency.
- b. To complete, certify, and submit mileage affidavits three (3) days following the first full day of the new school year each academic year.
- c. To complete, certify, and submit all forms requested or required by the Board's Transportation Department including, but not limited to, Bus Vehicle Identification Number information, driver information, and bus checker form no later than ten (10) business days prior to the first day of school at the beginning of each academic year. Updated route sheets, pupil load reports, and bus stop changes four weeks after the first full day of the new school year.

To provide maintenance records requested by the Board's Transportation Department within twenty-four (24) hours after receiving written notice.

- d. To require any driver driving on behalf of the CONTRACTOR to be familiar with and abide by all policies, procedures, rules, regulations and other requirements affecting student transportation including, but not limited to, those set forth in the Rutherford County Schools Handbook and the Board Policy Manual, which the Board and/or Rutherford County Schools may revise and/or amend from time to time. Provided, however, the BOARD shall notify CONTRACTOR in writing at least thirty (30) days prior to any changes in existing policy that explicitly pertains to buses except as required by law.
- e. To report all injuries, accidents, and occurrences to the Board and the insurance carrier within the time limits specified by the insurance carrier and the Board's Transportation Department and to cooperate fully in the Board's and/or insurance carrier's investigation of all accidents and occurrences.
 - i. Accidents will be classified as preventable or non-preventable by the Rutherford County's insurance carrier or insurance department. If CONTRACTOR is responsible for two (2) or more preventable accidents within a three (3) year period, the Board reserves the right to prohibit the responsible bus driver from operating a bus and the Board may, within the Board's discretion, terminate this Contract with the CONTRACTOR. In the event a CONTRACTOR is involved in an accident, the Board's Transportation Director shall advise the CONTRACTOR as to whether the Rutherford County's insurance carrier classifies said accident as preventable or non-preventable.
 - ii. Anytime a student is injured while on the bus or at a bus stop and a CONTRACTOR's bus driver is aware of the incident, the CONTRACTOR is responsible to file a report with the Transportation Department for the Board immediately.

- f. To refrain from display on any bus advertising signage, personal statements, religious symbols or statements, or political signage or statements except for signage approved by the Board Transportation Department advertising bus driver positions available for hire.
- g. To ensure all drivers do not permit the bus aisle to be blocked for any reason. The path to the exit and emergency door must always be clear. CONTRACTOR shall make adequate accommodations on the bus for carry-on items in compliance with these provisions. Any questions regarding the safety or appropriateness of carry-on items determined by a driver to be dangerous, hazardous, or unsafe must be referred to the Director of Transportation by the CONTRACTOR.
- h. Animals are not allowed on buses except as required by law or when required under the terms of an Individualized Education Program (IEP) for a special education student.
- i. Carry-on items must be held in the student's lap and must not exceed seat height when sitting on the floor of the bus.
- j. To provide Transportation Department with a copy of the insurance card and either a bus registration or a lease agreement in CONTRACTOR's name for all contracted bus routes. To ensure that all bus drivers are physically and mentally competent to safely drive and operate a bus. The Board Transportation Department reserves the right to require physical medical examinations of drivers. Any drivers which are not determined to be physically or mentally fit to safely drive and operate a bus shall not be permitted to drive a bus under this Contract.

2.4. Capacity

- a. Except as provided hereinbelow, non-special education buses must be rated for a capacity for ninety (90) passengers or more. For certain routes approved in advance by the Transportation Department, buses rated for a capacity of seventy (78) or more can be utilized. In the event a 90-passenger bus is unavailable, replacement buses used must have the same or greater capacity. In the event Contractor elects to utilize a bus rated for less than ninety (90) passengers, Bus Contractor acknowledges and agrees that the routes assigned to said Contractor are subject to being lost or changed more frequently than a ninety (90) passenger bus. The Board cannot guarantee routes will be available for buses of less than ninety (90) passengers. Notwithstanding the above, Contractor is responsible at all times to provide a bus meeting the capacity requested by the Board for each route assigned to Contractor.
- b. Special education buses must have seating capacity between twenty-two (22) and thirty-four (34), with a minimum of one spot for a wheelchair.
- c. CONTRACTOR shall not change the type or size of a bus to result in added expenses for the Board unless, prior to any change, there has been an agreement in writing between the CONTRACTOR and the Board, unless the change was caused by circumstances beyond the CONTRACTOR's control.

2.5. Bus Equipment- specific responsibilities of Board:

- a. Radios
 - i. The Board requires that any time a bus of the CONTRACTOR is in operation, a

two-way radio is on and operating and the Board's Transportation Department should be notified anytime the two-way radio is not operating properly.

- ii. Radios are to be used for school transportation related issues only. Federal guidelines for proper radio operation apply.
- iii. CONTRACTOR shall permit the Board's Transportation Department access to the Radio system and all equipment provided by the Board at any time for the purpose of inspection or repair of the operation of the system. The Transportation Department shall notify the CONTRACTOR prior to accessing the radio or equipment from the bus. Notification may be made by call, email, or in person.
- iv. BOARD is responsible for the maintenance and operation of the radio within state and federal Rules and Regulations.
- v. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing radio system, BOARD will provide the compliant system. CONTRACTOR is required to work with BOARD to guarantee installation of the new system within thirty (30) days of notification from Transportation Department. The BOARD shall be responsible to pay the costs of any repairs required to a Bus following any repairs, modifications, upgrades, installations, or removals of any equipment required by the BOARD.

b. Camera/Digital Recording

- i. CONTRACTOR shall allow BOARD to equip buses with a Board-approved camera/recording system; to verify the system is on and operating anytime the bus is in use for transportation activities in which Rutherford County school students are involved; and to notify the Board's Transportation Department anytime the system is not operating properly.
- ii. The data recorded by the camera/recording system shall be the property of the Board, and shall, under no circumstances, be copied, disclosed, or altered by the CONTRACTOR.
- iii. CONTRACTOR shall permit the Transportation Department access to the camera/recording system at any time for the purpose of reviewing and retrieving the recorded data and inspecting the operation of the system. The Transportation Department shall notify the CONTRACTOR prior to requesting access to the video from the bus. Notification may be made by call, email, or in person. The BOARD shall also permit a CONTRACTOR to view any recordings pertaining to the CONTRACTOR'S bus at the BOARD's office during normal business hours upon written request in advance within two business days of receipt of said written request.
- iv. The CONTRACTOR shall protect the camera/recording system and its recorded data against any harm, damage, or loss.
- v. BOARD is responsible for the maintenance and operation of the camera/digital recording device.

- vi. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing camera/recording system, BOARD will provide the compliant system. CONTRACTOR is required to work with BOARD to guarantee installation of the new system within thirty (30) days of notification from BOARD. The BOARD is responsible for any and all damage to a bus caused by any repairs, modifications, upgrades, installations, or removals of any equipment required by the BOARD.
- c. Global Positioning System (GPS)
 - i. CONTRACTOR shall allow BOARD to equip all buses with a Board-approved GPS that records the path and speed of the bus; and to notify the Board's Transportation Department anytime the system is not operating properly.
 - ii. BOARD is responsible for the maintenance and operation of the GPS.
 - iii. CONTRACTOR shall permit the Board's Transportation Department access to the GPS system at any or the purpose of the repair of the system. The Transportation Department shall notify the CONTRACTOR prior to requesting access to the GPS from the bus. Notification may be made by call, email, or in person.
 - iv. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing GPS, BOARD will provide the compliant system. CONTRACTOR is required to work with BOARD to guarantee installation of the new system within thirty (30) days of notification from BOARD. The BOARD is responsible for any and all damage to a bus caused by any repairs, modifications, upgrades, installations, or removals of any equipment required by the BOARD
- d. Special Education buses shall have wheelchair lifts and be outfitted with all State and Federally mandated disability equipment. It is the responsibility of the CONTRACTOR to verify proper operation of the equipment and maintain all equipment in conformity with State and Federal law. All Special Education buses purchased or approved within this contract period must be equipped with functioning air conditioning systems.

2.6. Communication with the BOARD Transportation Department

- a. CONTRACTOR shall have an active telephone number, email, and address on file with the BOARD Transportation Department. CONTRACTOR must be available at all times by phone or email, in case of emergency or planning changes.
- b. CONTRACTOR shall also provide active telephone numbers, email, and addresses for all drivers no later than ten (10) business days before the first day of school each academic year.
- c. CONTRACTOR must attend one Transportation Meeting each year to be held on the fourth (4th) Thursday in July or such other date in the fourth or last week of July which the Board's Transportation Department notifies Contractor a minimum of three (3) weeks in advance. The only excused absences from said meetings shall be due to medical or

bereavement. Notwithstanding the above, if CONTRACTOR operates a special education bus, the CONTRACTOR shall be required to attend an additional meeting which will be planned and announced by the Director of Transportation a minimum of three (3) weeks in advance.

- d. At the request of the Transportation Director, CONTRACTOR shall furnish on forms specified by the Board a completed route sheet indicating streets or roads, stop locations, and number of students by grade level at each stop and/or other pertinent information four weeks after the first full day of the new school year. If after written notification to CONTRACTOR by the Board, CONTRACTOR has not provided accurate route information to the Board as requested by the Board, the Board may suspend payments of compensation to the CONTRACTOR until such time as said information is provided.
- e. CONTRACTOR shall supply no later than ten (10) business days prior to the first day of school each year for each academic year the name, address and phone number of the person that will check the bus at the end of every run to confirm that no person remains on the bus. This ensures compliance with TCA § 49-6-2114. The Board Transportation Department must be notified in writing of any change of said information within twenty-four (24) hours of any change.
- f. CONTRACTOR should address all concerns and grievances to the Director of Transportation. If not resolved, CONTRACTOR may utilize the grievance procedure contained in Section 7.

3. SPECIFIC DUTIES OF THE BOARD

The BOARD, its agents, or employees will perform the following duties faithfully, conscientiously, and to the best of its ability. These specifically include but are not limited:

- 3.1 To notify Contractor in writing at least thirty (30) days prior to the implementation of any new or revised policies that explicitly pertain to buses except as required by law
- 3.2 To designate the route to be followed, the school bell times, or schools which shall be serviced by the Contractor.
- 3.3 To communicate expectations regarding student carry-on item restrictions to school administrations which shall include, except as provided below, a prohibition of all glass, food, and drink on buses except for water and lunches in lunch boxes or other containers to be consumed at school and not on the bus. Notwithstanding the above, students who provide written proof of medical reasons or of an Individualized Education Plan (IEP) of a need to bring food and consume the same on the bus shall be permitted to do so. Furthermore, students on special meal programs who receive food at school may carry food back to their homes or destinations.
- 3.4 To notify Contractor at least thirty (30) days in advance when Board mandated radio, GPS or camera/digital recording device is scheduled for modification, upgrade or replacement.
- 3.5 To repair any damage to Contractor's bus caused by the installation of new or replacement Board mandated equipment, device, or chemical solution (as near as is reasonably practicable having due regard for normal wear and tear). Bus shall be returned to the condition it was in prior to equipment installation or chemical use(as near as is reasonably practicable having due regard for

normal wear and tear).

- 3.6 To provide first payment to Contractor on the twenty-sixth (26th) day of the month that the school year commences or earlier. Contractor shall be paid on the twenty-sixth (26th) day of each month thereafter or earlier. Checks shall be made available within three (3) days of being produced by the County Government.
- 3.7 BOARD shall provide CONTRACTOR with a list of students prior to the first day of school who appear within the records of the school system to be on CONTRACTOR'S route. CONTRACTOR acknowledges and agrees that said list cannot be fully accurate, and CONTRACTOR remains responsible to pick up, drop off, and transport all students on the assigned route regardless of whether the student is on the list. CONTRACTOR acknowledges and agrees the school system has limited information as to what students are on a route, and the Board is not responsible to provide a fully accurate list and is released and held harmless from any liability if the list is not accurate.

4. BUS ROUTES AND ROUTE AWARDING

- 4.1. The Board, through the Director of Transportation or other designee, will have absolute authority, at any time, to plan, establish, alter, consolidate, or abolish bus routes for the efficient operation of the Rutherford County School System. The Transportation Department may receive input provided by CONTRACTOR on route issues, but the BOARD and the Transportation Department shall have the ultimate decision regarding the same. Abolishment of a route will not be considered termination of this Contract. Termination grounds are contained in Section 8.
- 4.2. Route awarding shall comply with Board Policy.
- 4.3. After a Contract is entered into, the route assigned by BOARD remains the responsibility of the CONTRACTOR for the duration of his/her contract with the Board. Exchanges may only occur with the express written permission of the Director of Transportation after communicating with the Contractors and determining such an exchange creates a cohesive route management system with positive long-term benefits for the students, parents, contractors, and the Transportation Department and is essential to the functioning of the Board.

5. COMPENSATION OF CONTRACTOR

CONTRACTOR's compensation shall consist of and be limited to the following:

5.1. Compensation for Daily Service

a. Payment Table

- i. The Board shall pay CONTRACTOR for CONTRACTOR's services as follows subject to minimums for mileage in Section 5.1 (c) stated hereinbelow:

An amount equal to the product of the miles driven as set forth in section 5.1(c)(i) below multiplied by the applicable Mileage Rate as set out below, and to said amount shall be added an amount equal to the Seat Rate as set out below multiplied by the number of seats on the bus. For all buses, the Seat Rate shall be based on the actual number of seats on the bus. Example of calculation per month: Route Mileage x Mileage Rate x days driven + (plus) Seat Rate x

number of seats on bus. EXAMPLE ONLY: For a 90 passenger bus driving 60 miles for 18 days, the calculation would be $60 \times 2.394331 = 143.66$; $143.66 \times 18 \text{ days} = \$2,585.88$; $90 \text{ seats} \times 64.478883 = \$5,803.10$; Monthly compensation under Mileage and Seat Rates in this example would be: $\$2,585.88 + \$5,803.10 = \$8,388.98$.

Base Period – July 1, 2025 to July 1, 2026 (17% raise from 2024-25 Seat and Mileage Rates)

| <u>CAPACITY</u> | <u>SEAT RATE</u> | <u>MILEAGE RATE</u> |
|-----------------|------------------|---------------------|
| 78 & over | 64.478883 | 2.394331 |
| 22 to 34 | 130.042571 | 2.301301 |

July 1, 2026 to July 1, 2027 (2.5% increase from previous year)

| <u>CAPACITY</u> | <u>SEAT RATE</u> | <u>MILEAGE RATE</u> |
|-----------------|------------------|---------------------|
| 78 & over | 66.090855 | 2.454189 |
| 22 to 34 | 133.293635 | 2.358834 |

July 1, 2027 to July 1, 2028 (2.5% increase from previous year)

| <u>CAPACITY</u> | <u>SEAT RATE</u> | <u>MILEAGE RATE</u> |
|-----------------|------------------|---------------------|
| 78 & over | 67.743126 | 2.515544 |
| 22 to 34 | 136.625976 | 2.417805 |

July 1, 2028 to July 1, 2029 (2.5% increase from previous year)

| <u>CAPACITY</u> | <u>SEAT RATE</u> | <u>MILEAGE RATE</u> |
|-----------------|------------------|---------------------|
| 78 & over | 69.436704 | 2.578433 |
| 22 to 34 | 140.041625 | 2.478250 |

Payments will be made to CONTRACTOR over ten (10) months utilizing eighteen (18) days per month as a full month's operation of daily service. However, if CONTRACTOR fails to provide bus service for any days, the days to be paid to CONTRACTOR will be reduced by the number of days Contractor did not provide bus service.

b. Fuel Rate Adjustment

- i. In addition to the compensation paid to the CONTRACTOR under the mileage and seat rate formula, the Board shall pay an additional amount to account for any fuel increases over the applicable base set forth below, if any. The weekly fuel price data from the Energy Information Administration for the Mid-West shall be averaged together for the month during the operating period which will be used as the "Index" under the formula. The formula for fuel adjustments, if any, is as follows:

$(\text{Index} - (\text{Base} + 10\%)) \times \text{Route Mileage} \times \text{Days}) / \text{Factor} = \text{Fuel Price Adjustment}$

- ii. The “Base” for the fuel adjustment will be \$4.00 per gallon for Diesel operated buses. The “Base” for gasoline operated buses shall be \$4.50 per gallon. The “Base” for propane operated buses shall be \$3.00 per gallon. The Board agrees to review the Base at least annually during the Term of this contract and reserves the right to adjust the Base at such time the Board determines appropriate to do so.
 - iii. A fuel adjustment will be paid when the monthly average applicable price Index for an operating month is 10% or more over the Base for the operating period for which CONTRACTOR is being paid. CONTRACTOR is responsible to pay any fuel increases less than 10% over the applicable Base during the operating period. To the extent the Index is 10% or more over the applicable Base, the amount of said excess shall be multiplied by the Route Mileage and then multiplied by Days Driven. The Product of that calculation shall then be divided by the applicable miles per gallon Factor set forth in subsection iv for the Fuel Price Adjustment.
 - iv. The miles per gallon “Factor” for transit routes is 4 miles per gallon and for special education routes is 5.25 miles per gallon. EXAMPLE: Assuming a 60-mile route, non- special education, with a monthly averaged Diesel Index at \$4.65. The Base is 4.00. To determine whether a Fuel Adjustment is due, it must first be determined whether the Index is 10% higher than the Base: $4.00 ((\text{Base}) \times .10 (\text{the 10 percent}) = 4.40)$. $4.65 - 4.40 = .25$; Accordingly, the Index is 25 cents more than 10% over the Base. To then determine the amount of Fuel Price Adjustment due, the calculation is as follows: $60 (\text{Route Mileage}) \times 20 (\text{days driven}) \times .25 (\text{Amount over Index}) = 300$. $300 / 4 (\text{the Factor}) = \75 which is the amount to be paid to the Contractor for the Fuel Adjustment by the Board.
 - v. The fuel price adjustment will be paid one month in arrears except for September, October, and November which may be paid by the Board in the same month for which the adjustment is made if the Board is capable of calculating the same based on released Index data.
- c. Mileage Compensation
- i. For regular buses (90 and over seat capacity), mileage compensation shall be based on a guarantee of sixty (60) miles if the route is under sixty (60) miles or actual miles if the route is over sixty (60) miles, beginning in the morning at the point where the first child is picked up, and continue until the last load of children is delivered at school. In the afternoon, mileage shall begin at the school and continue until the last child of the last load leaves the bus.
 - ii. For special education buses (22 to 34 seat capacity), mileage compensation shall be based on a guarantee of one hundred (100) miles if the route is under one hundred (100) miles or actual miles if the route is over one hundred (100) miles, beginning in the morning at the point where the first student is picked up, and continue until the last load of children is delivered at school. In the afternoon,

mileage shall begin at the school and continue until the last student of the last load leaves the bus.

- iii. Actual mileage may be measured by a designee of the Board, and it may be measured by using the GPS system. CONTRACTOR has the right to review the GPS mileage data for his/her buses. If CONTRACTOR believes there are errors in the GPS calculation, the CONTRACTOR has the right to appeal to the Director of Transportation.
 - iv. For each bus, the actual mileage will be multiplied by the mileage amount (or analogous “per mile” amount) indicated below. The resulting product shall be referred to as the “mileage rate.”
 - v. The actual mileage to be covered by the CONTRACTOR may be increased or decreased, and the location, course, and/or destination of the bus route is solely at the discretion of the Director of Transportation. The Director of Transportation is to take into consideration the effect the route will have on the CONTRACTOR, but ultimately, the route will be determined to be what is in the best interest of Rutherford County Schools, in the sole discretion of the Director of Transportation. CONTRACTOR shall not change, increase, or decrease the route without approval of the Director of Transportation. Any change to routing mileage becomes effective upon written notification to CONTRACTOR, with notice of the change to be sent verifying said change to the Contractor within twenty- four (24) hours thereafter.
 - vi. Mileage must be verified by the CONTRACTOR immediately after the school term begins. Once the actual mileage has been checked and verified by the CONTRACTOR and Director of Transportation, the mileage compensation shall be adjusted to that mileage. CONTRACTOR shall furnish the Board three (3) days after the first full day of school with an affidavit of the total compensable miles traveled.
 - vii. After an actual mileage check has been made, if the actual mileage is greater than the tentative mileage specified, CONTRACTOR shall be compensated for the additional mileage already driven. If the actual mileage, as defined in Sections (c)(i) and (ii) above, is less than the tentative mileage specified, a reduction in compensation will be made to adjust for the excess compensation received by CONTRACTOR. Adjustments shall not result in a reduction lower than the minimum mileage set forth in Sections (c)(i) and (ii).
 - viii. If a CONTRACTOR requires a mileage adjustment for a route, the adjusted mileage affidavit shall be furnished to Department of Transportation no later than thirty (30) days from the date of the change. Failure to timely submit the affidavit will result in mileage overages not being paid by BOARD to CONTRACTOR.
- d. In addition to the seat rates and mileage rates and subject to the BOARD not providing liability insurance coverage for CONTRACTOR, the CONTRACTOR shall be paid an annual fee of Four Thousand Dollars (\$4,000) (“Insurance Fee”) per each of CONTRACTOR’s buses approved by the Board to operate for routes assigned by the Board. The Board shall take reasonable steps to pay the Insurance Fee to

CONTRACTOR by July 1 of each year of this Agreement, but must pay the same no later than July 31 of each year during the term of this Agreement. Beginning July 1, 2027, in the event the annual premiums for insurance coverage for liability insurance required by this Agreement have increased by more than thirty percent (30%) above said Four Thousand Dollars (\$4,000) amount, the BOARD agrees to review the amount of the Insurance Fee. CONTRACTOR shall be responsible to pay for any workers compensation insurance required, if any, and for an additional insurance coverage CONTRACTOR chooses. In the event State law allows the BOARD to pay for liability insurance for CONTRACTOR and the BOARD provides liability insurance coverage for CONTRACTOR on assigned routes, the BOARD shall not be required to pay the Insurance Fee. In the event CONTRACTOR has a substitute bus approved by the Transportation Department in writing and which runs routes assigned by the Board, the Board shall pay the Insurance Fee for said bus. CONTRACTOR acknowledges and agrees that the Board will only pay the Insurance Fee for a limited number of substitute buses each year. If CONTRACTOR fails to provide bus service for the full academic year, CONTRACTOR shall be required to reimburse the Board the Insurance Fee on a pro-rated basis for the portion of the academic year the CONTRACTOR fails to provide daily bus services.

e. Period of Operation and District Closure

- i. CONTRACTOR shall provide school bus service pursuant to the terms of this Agreement for the full school/classroom calendar established by the Board. CONTRACTOR will be paid for all in-school classroom and virtual learning days only, with a minimum guarantee of one hundred eighty (180) days each year subject to the exceptions set out in Sections e (ii) through (iv) below.
- ii. For any calendared school day closed due to inclement weather, CONTRACTOR shall receive compensation for services that would have been performed under normal circumstance as if the bus/es ran that day. See subsection (iv) for rescheduled days.
- iii. In the event all school is cancelled and no learning is occurring either in-person or virtually in the District for war, political unrest, riots, prolonged shortages of energy supplies, lockouts, pandemic, epidemic, acts of state or governmental action prohibiting or impeding any party from performing its respective obligations, or other acts of God not covered by inclement weather days, CONTRACTOR shall receive compensation for services that would have been performed under normal circumstances for up to ten (10) consecutive school days of closure in a single cancellation period. If the number of cancelled district-wide school days exceeds ten (10) consecutive school days in a single period, CONTRACTOR will be paid 92% of compensation for services that would have been performed under normal circumstances. A cancellation period is a set of consecutive days that begins on the first day all school is cancelled and ends on the last consecutive school day of the closure.
- iv. If school days in which CONTRACTOR was paid in full despite closure are rescheduled, those days will not be compensated as they have already been accounted for in the compensation.

5.2. Compensation for Other Transportation

- a. All arrangements and compensation for transportation outside of Daily Services shall be at the discretion of the Principal or Department Head requesting such transportation and the CONTRACTOR.

5.3. No Other Compensation or Benefits

- a. The compensation set forth in this Agreement is to the exclusion of all other forms of compensation or benefits. The CONTRACTOR understands and agrees that s/he is to bear all other costs and expenses arising out of or related to his/her duties under this Agreement.
- b. Workers' Compensation. Contractor must maintain workers compensation insurance in accordance with State law.

6. EMPLOYMENT OF DRIVERS

6.1. Any driver employed by the CONTRACTOR must be qualified to operate a school bus.

- a. The driver must possess the necessary legal requirements, health and mental requirements, licenses, and endorsements, and he/she must pass the requisite background checks.
- b. The driver must possess the practical skill and knowledge necessary to operate a school bus and to control its students.

6.2. CONTRACTOR shall specify the assigned driver for each route that CONTRACTOR operates no later than ten (10) business days prior the first day of school each academic year.

- a. The Board's Director of Transportation must approve any driver and any substitute driver in advance of the CONTRACTOR employing that driver on any Rutherford County Schools route or trip.
- b. The Board's Transportation Department will maintain a current list of approved drivers and substitutes.

6.3. Physicals

- a. CONTRACTOR shall require every driver to submit to an annual Department of Transportation physical examination. CONTRACTOR must submit records of these examinations to the Board's Transportation Department prior to the expiration of the existing Department of Transportation physical records on file.
- b. When a bus driver has not been driving due to a sickness, illness, or other medical condition, the Board reserves the right to require said driver to have a medical examination by a physician selected by the Board or the Director of Transportation to confirm that the driver is able to safely operate a bus. In the event, the Board's selected

physician is unable to determine from said physical examination that the driver can safely operate a bus, the Board reserves the right to prohibit said driver from operating a bus. The Board shall be responsible to pay the costs of any examination if required by the Board. CONTRACTOR agrees to require the driver to execute a release to allow the examining physician to deliver a written report of said examination to the Board.

6.4. Direction and Control

- a. CONTRACTOR nor his/her drivers are employees of the BOARD. Drivers are not sub-contractors of the BOARD. CONTRACTORS are independent contractors.
- b. CONTRACTOR is solely responsible for hiring, firing, directing, and controlling the drivers s/he employs in fulfillment of the CONTRACTOR's obligations under the terms of this Agreement.
- c. CONTRACTOR is responsible for providing substitute or route coverage in his/her driver's absence.
- d. CONTRACTOR will hold his/her drivers accountable for the faithful performance of the duties set forth in this Agreement and will require each of his/her drivers to be familiar with the terms of this Agreement, the policies of the Board, and the expectations of the Department of Transportation.
- e. In the event that any driver comes under investigation for any reason that might disqualify him/her from operating a bus for the Rutherford County Schools, CONTRACTOR will suspend the driver pending resolution of the investigation. CONTRACTOR must provide a substitute driver during the pendency of the investigated driver's suspension. Failure to do so will permit the Director of Transportation to immediately arrange for alternate student transportation until such time as a satisfactory driver is provided. Payments to the CONTRACTOR may be suspended until the investigation of the CONTRACTOR's driver is resolved to the satisfaction of the Director of Transportation.
- f. The Director of Schools, on behalf of the Board, reserves the right to not allow any bus driver to continue to drive for the BOARD for violation of the policies of the Board regarding the health, safety and welfare of the children transported by contractor under this Contract. In the event the Director of Schools deems it necessary to suspend or remove any driver's eligibility to drive a school bus for Rutherford County, notice shall first be given to the Contractor, stating in detail the reason for the suspension prior to any notice being given to the driver.

- 6.5.** The CONTRACTOR is solely responsible for any compensation due to any driver s/he employs/contracts. CONTRACTOR is further responsible for complying with all applicable wage and hour regulations, withholding requirements, and workers' compensation laws.

7. CONTRACT GRIEVANCE PROCEDURES

CONTRACTOR shall utilize the following procedures with respect to any problems CONTRACTOR may have in connection with the administration of this Agreement by the Board, its agents, or employees:

- 7.1. CONTRACTOR shall file a Contract administration complaint in writing within ten (10) business days of the matter complained of. The matter shall be discussed between CONTRACTOR and/or his/her selected representative and the Director of Transportation within ten (10) business days of filing.
- 7.2. In the event the matter is not satisfactorily resolved within the time period set forth in paragraph 7.1, the CONTRACTOR shall submit a request, by notification to the Director of Schools for additional review of the matter by the Director. Said notification shall be submitted within five (5) business days of the last day of the discussion time period set for in paragraph 7.1. Within ten (10) business days after the notice to the Director of Schools, a meeting will be held between the Director of Schools or the Director of School's designee, the Director of Transportation and the CONTRACTOR and/or the CONTRACTOR's selected representative to discuss the matter.
- 7.3. Failing resolution of the matter, CONTRACTOR and/or his/her selected Representative shall have the right to request in writing to be heard before the Transportation Contractor's Review Board ("TCRB") which will hear the appeal. The TCRB shall consist of the Director of Schools or the Director of School's designee not assigned to the Transportation Department, a Board Member appointed by the Chairman, and the Board attorney. The TCRB shall render a determination regarding the complaint within thirty (30) days of the CONTRACTOR or the CONTRACTOR's representative appearing before the TCRB.
- 7.4. In any case where the grounds for the complaint arise from a written suspension of a bus driver, the CONTRACTOR shall have the right to appear before the Board to discuss the matter after a conference with the Transportation Director and the Director of Schools or the Director of School's' designee. In all cases of suspension in which the CONTRACTOR requests to appear before the Board, written details of the charges will be furnished to the CONTRACTOR at least ten (10) days prior to the hearing. Should the complaint against the bus driver be dismissed after the hearing, the bus driver will be restored to approved status and the CONTRACTOR paid the full amount of any Contract price withheld during the pendency of the matter.
- 7.5. The Board reserves the right to require CONTRACTOR to first present the appeal to the TCRB to hear any matter before permitting the CONTRACTOR to address the Board.
- 7.6. The Minutes from the TCRB meeting are to be made available to individual Board members prior to any open hearing before the Board.
- 7.7. CONTRACTOR AGREES THAT THE PROCEDURE SET FORTH HEREIN SHALL CONSTITUTE HIS/HER EXCLUSIVE ADMINISTRATIVE REMEDY AND THAT FAILURE TO TIMELY PURSUE SAID PROCEDURE SHALL CONSTITUTE A WAIVER OF THE MATTER COMPLAINED OF, AND ANY RIGHT OR CAUSE OF ACTION, ARISING THEREFROM.

8. DURATION AND TERMINATION OF AGREEMENT

This Agreement will be for a term of four years, commencing on July 1, 2025, and ending June 30, 2029.

- 8.1. CONTRACTOR may terminate this Agreement at any time, with or without cause, by giving

thirty (30) days advance written notice of termination to the Board's Director of Transportation. Should CONTRACTOR fail to give the requisite notice, the Board will hold Contractor responsible for any costs the Board incurs in covering CONTRACTOR's route.

- 8.2 In the event of reduced enrollment, or other good and sufficient reason, the Board may transfer/alter CONTRACTOR's route, or offer CONTRACTOR an open route, if one is available. In the event more than one CONTRACTOR is considered for an open route, seniority of existing CONTRACTORS will be used as the determining factor in awarding the open route.
- 8.3 In the event that during the term of this Agreement there is a change in the form of Rutherford County Government, or there is a consolidation of the school systems in Rutherford County and the City of Murfreesboro, this Agreement may be terminated by the Board.
- 8.4 In the event the Transportation Department determines CONTRACTOR has breached this Contract, prior to recommending termination of this Agreement, the Transportation Department shall give written notice to CONTRACTOR and CONTRACTOR shall have thirty (30) days to cure the alleged breach, except in cases in which the breach constitutes a reasonable risk of safety in which no cure period shall be required prior to the Transportation Department recommending termination. The Board's failure to terminate contract upon breach shall not constitute a waiver of the Board's right to terminate for subsequent violations of or failure to adequately fulfill the Contract obligations.
- 8.5 In the event the CONTRACTOR determines the BOARD has breached this Contract, the CONTRACTOR shall serve written notice upon the Transportation Department and the Board shall have thirty (30) days to cure said alleged breach prior to Contractor before the CONTRACTOR taking action within its sole discretion to suspend or terminate this contract. The CONTRACTOR's failure to terminate this contract upon breach shall not constitute a waiver of the CONTRACTOR's right to terminate for subsequent violations of or failure to adequately fulfill the Contract obligations.

9. INDEMNITY

The CONTRACTOR will protect, defend, indemnify, and hold the Board harmless from any and all claims, liabilities, suits and/or demands arising out of or related to the CONTRACTOR'S services under this Agreement, CONTRACTOR's duties under this Agreement, or the performance or the failure of CONTRACTOR to comply with the terms of this Agreement. CONTRACTOR's duties under the terms of this Agreement include, but are not limited to, the operation of any bus and the employment of any driver.

10. ASSIGNMENT AND DELEGATION

This Contract may not be transferred or assigned by Contractor except as follows:

- a. Subject to approval by the Board, the Contract may be assigned to the surviving spouse or family member of the deceased Contractor for the remainder of the contract term in which the death occurs.
- b. Under special circumstances deemed sufficiently unusual to warrant approving an assignment of the contract, the Board may in its discretion approve an assignment of the Contract.

11. GOVERNING LAW

CONTRACTOR and the Board agree that this Agreement and all rights and obligations of the parties hereunder will be governed by and construed in accordance with the policies of the Rutherford County Board of Education and the laws of the State of Tennessee.

12. SEVERABILITY

In the event that any provision of this Agreement should for any reason be held to be invalid or unenforceable, such shall not affect the validity and enforceability of the remaining terms and provisions hereof, all of which shall continue in full force and effect.

13. REMEDIES FOR BREACH OF CONTRACT

In the event either party breaches this agreement, the breaching party shall be liable for any/all damages sustained by virtue of the breach, including reasonable attorney fees, court costs, and discretionary costs incurred in enforcing the terms of this agreement.

14. NO WAIVER

The failure of either party of this Agreement to insist upon the performance of any of the terms and conditions hereof, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, and shall such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

15. NON-DISCRIMINATION

Both Parties hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either Party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.

16. HEADINGS

The headings utilized in this Contract are for convenience only, and do not add or deviate the meaning of the language of this Contract.

17. ENTIRE AGREEMENT

This Agreement replaces and supersedes all prior understandings and agreements between CONTRACTOR and the Board, and all such prior understandings and agreements are hereby declared to be terminated and of no force and effect. No amendment or modification of this Agreement will be effective unless in writing and signed by the CONTRACTOR and the Board.

IN WITNESS WHEREOF, CONTRACTOR and the Board have executed this Agreement on the date first above written.

(EXECUTION ON FOLLOWING PAGE)

CONTRACTOR Signature

Type or Print CONTRACTOR NAME

CONTRACTOR Email Address

RUTHERFORD COUNTY BOARD OF EDUCATION

By: _____
Claire Maxwell, Chairman

By: _____
James Sullivan, Director of Schools

EXHIBIT "A"

DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

POLICY STATEMENT

The Rutherford County School System recognizes the importance of our contracted bus owners/drivers. It is important that every contracted bus owner/driver of our school system understands the dangers of drug and alcohol abuse and be aware of the new federal requirements concerning substance abuse. The policy statement should clarify our position on contracted bus owner/ driver drug and alcohol use.

POLICY OBJECTIVES

To create and maintain a safe, drug-free working environment for all contracted bus owners/ drivers.

To encourage any contracted bus owner/driver with a dependence on, or addiction to, alcohol or other drugs to seek help in overcoming the problem.

To reduce problems of absenteeism, tardiness, carelessness and/or other unsatisfactory matters related to job performance.

To reduce the likelihood of incidents of accidental personal injury and/or damage to pupil transportation, students, or property.

To comply with Federal laws, specifically the requirements of the Omnibus Transportation Employee Testing Act of 1991.

Substance abuse is a serious threat to the school system, its contracted bus owners/drivers and children. Though the percentage of substance abusing contracted bus owners/drivers may be relatively small, practical experience and research indicate that appropriate precautions are necessary. It is the belief of the Board that the benefits derived from the policy objectives outweigh the potential inconvenience to contracted bus owners/drivers. The Board earnestly solicits the understanding and cooperation of all contracted bus owners/drivers in implementing this policy.

The Board must insist that all contracted bus owners/drivers report to work without any alcohol or illegal or mind altering substances in their systems. The Board also prohibits contracted bus owners/drivers using, possessing, manufacturing, distributing or making arrangements to distribute illegal drugs while at work or on school property.

Further, outside conduct of a substance abuse-related nature which affects contracted bus owner/drivers' work, the Board's relationship with the government or reflects badly on the Board is prohibited. Contracted bus owners/drivers must inform their supervisor when they are legitimately taking medication, which may affect their ability to work, in order to avoid creating safety problems and violating the Drug and Alcohol policies.

ENFORCEMENT

In order to enforce these rules, the Board reserves the right to require all contracted bus owners/drivers

to submit, at any time a contracted bus owner/driver is on duty, to drug tests to determine the presence of prohibited substances. The School Board is required to develop, implement and enforce a drug and alcohol policy for their contracted bus owners/drivers as a condition of compliance with the Omnibus Transportation Employee Testing Act of 1991.

Pursuant to Board policy and regulations, contracted bus owners/drivers will undergo drug testing where the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy and on a random basis without advance notice. Contracted bus owners/drivers are required to report all injury or damage- related accidents involving school property or personnel or during school-related activities. Drivers are required to submit to alcohol screening within two (2) hours and drug screening within 32 hours after any accident involving loss of human life, or when the driver receives a citation for a moving traffic violation arising from the accident. Contracted bus owners/drivers who return to work following rehabilitation will be required to undergo testing in addition to the general Board testing requirements.

The Board also reserves the right to search desks, cabinets, tool boxes, vehicles, including personal vehicles brought on the school system's property, bags, or any other property at the school or in vehicles when the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy.

The School Board/Superintendent will consider breach of contract action for any violation of this policy, including, but not limited to, positive drug or alcohol tests, refusing to submit to screening, to execute a release or otherwise cooperate with an investigation by the school system. Any questions should be directed to the superintendent/designee.

DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

I. General Policy

Practical experience and research has proven that even small quantities of narcotics, abused prescription drugs or alcohol can impair judgment and reflexes. Even when not readily apparent, this impairment can have serious results, particularly for contracted bus owners/drivers operating vehicles or potentially dangerous equipment. Drug-using contracted bus owners/drivers are a threat to co-workers, students and themselves, and may make costly errors.

II. Drug Use/Distribution/Impairment/Possession

All contracted bus owners/drivers are prohibited from using, possessing, distributing, manufacturing, or having controlled substances, abused prescription drugs or any other mind altering or intoxicating substances present in their system while at work or on duty.

III. Alcohol Use/Possession/Impairment

All contracted bus owners/drivers are prohibited from possessing, drinking, or being impaired or intoxicated by alcohol while at work or on duty. While contracted bus owners/drivers are prohibited from having any alcohol present in their system while on duty, a Blood Alcohol County (BAC) of .04 will be accepted as presumptive evidence of intoxication.

No driver tested under this policy who is found to have an alcohol concentration of 0.02 or greater but

less than 0.04 shall perform or continue to perform safety sensitive functions for the Rutherford County Schools, including driving a commercial motor vehicle, until the start of the driver's regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test.

IV. Off-Duty Conduct

Off-the-job use of drugs, alcohol, or any other prohibited substance which results in impaired work performance, including, but not limited to, absenteeism, tardiness, poor work product, or harm to the school system's image or relationship with the government is prohibited.

V. Prescription Drugs

The proper use of medication prescribed by a physician is not prohibited, however, the Board of Education prohibits the misuse of prescribed (or over the counter) medications and requires all contracted bus owners/drivers using drugs under the direction of a physician to notify the School Board's Medical Review Officer (MRO), or the superintendent/designee.

VI. Substance Screening

a. Contracted Bus Owner/Driver Applicants

Substance screening is required of all final applicants applying to be contracted bus owners/drivers under the provisions of the Omnibus Transportation Employee Testing Act of 1991. Such testing may be required either alone or as part of the pre-contract physical examination. Contracted bus owners/drivers are required to sign a consent/release form before submitting to screening (Exhibit F) and will be disqualified if they test positive, refuse to submit to a test, or refuse to execute the required consent/release form.

All Current Contracted Bus Owners/Drivers Subject to the Omnibus Transportation Employee Testing Act of 1991

b. Reasonable Cause

All contracted bus owners/drivers will be required to submit to screening whenever a supervisor observes circumstances which provide reasonable cause to believe a contracted bus owner/driver has used a controlled substance or has otherwise violated the substance abuse rules. Examples of circumstances that may establish reasonable cause to warrant testing include supervisor observation, co-worker complaints, performance decline, attendance or behavior changes, involvement in a workplace or vehicular accident, or the actions which indicate a possible error in judgment or negligence, or other violations of the drug or other School Board Policy.

The supervisor or supervisors requesting testing shall prepare and sign written documents explaining the circumstances and evidence upon which they relied within 24 hours of the testing, or before the results of the tests are released, whichever is earlier.

c. Random Testing

The Board of Education will conduct random unannounced screening of all contracted

bus/owners/drivers. Tests of contracted owners/drivers for illicit drugs will be conducted in a number equal to or greater than 50 percent of the effected workforce-without advance notice-in any given 12 month period. Tests of contracted bus owners/drivers for alcohol will be conducted in a number equal to or greater than 25 percent of the effected workforce-without advance notice-in any given 12 month period. There will be no maximum number of samples that any one individual will be required to provide during the testing schedule. Subsequent testing will be conducted at levels equal to or greater than the initial testing level. Contracted bus owners/drivers will be required to report to the School Board - designated collection site for testing as soon as possible but in no case later than 4 hours following notification. Annually, the tests will be spread reasonably over 12 months.

d. Post-Accident Testing

Contracted bus owners/drivers are required to notify the superintendent/designee or the coordinator of transportation immediately of any vehicular accident and/or accident resulting in injury or damage to school system property. The superintendent/designee will at that time give the contracted bus owner/driver the necessary instructions to enable them to meet the drug testing requirements.

e. Follow-up Drug Screening and Alcohol Tests

Following an accident involving a commercial motor vehicle, each surviving contracted bus owner/driver shall be tested for alcohol and controlled substances if (1) said driver was performing safety-sensitive functions with respect to the vehicle, and the accident involved loss of human life; or (2) said driver received a citation under State or local law for a moving traffic violation arising from the accident.

Said driver must undergo substance screening within 32 hours of the occurrence of the accident. If the drug test cannot be administered within 32 hours, a written record of the reasons and attempts must be recorded and maintained on file.

An alcohol test must be administered within two (2) hours following the accident, or a record of the reason why the test could not have been administered, if not, what efforts were made to complete the test. This record must include the eight hours following the accident if the test is not administered within eight hours. After eight hours if not tested, all attempts will be documented in written record, and attempts to give the test will cease. A breach of contract will result if any contracted bus owner/driver fails to report an accident or submit to substance screening where required by law or this policy.

f. Return to Duty and Follow-up Testing

All contracted bus owners/drivers referred through administrative channels who undergo a counseling or rehabilitation program or who are suspended for abuse of substances covered under this policy will be subject to unannounced testing following return to duty for no less than 12 months and no more than 60 months. Testing will be on a daily, weekly, monthly or longer basis and in addition to the other types of tests provided in this policy.

g. Testing Procedures General Guidelines

The School Board shall rely on the guidance of the Federal Department of Transportation, Procedures for Transportation Workplace Drug Testing Programs, 49 C.F.R. Parts 30.1 through 30.39, and on the future guidance of the Omnibus Transportation Employee Testing Act provided in 49 C.F.R. Parts 382, 391, 392, and 395.

h. Substances Tested For

Contracted bus owners/drivers will regularly be tested for amphetamines, cocaine, marijuana, opiates and phencyclidine. Testing for alcohol will also be conducted subject to the final provisions of the Omnibus Transportation Employee Act of 1991. Contracted bus owners/drivers may be tested for other substances without advance notice as part of a separate test performed by the School Board for safety purposes.

i. Testing Procedure

The Board of Education reserves the right to utilize blood, hair, breath, saliva, or urinalysis testing procedures.

j. Collection Sites

The School Board will designate collection sites where individuals may provide specimens.

k. Procedure Used To Test For Controlled Substances

(See Exhibit D for Detailed Procedure Used to Test for Controlled Substances)

The Board of Education and the laboratory, will maintain a documented procedure for collecting, shipping and accessing urine specimens. A tamper-proof sealing system, identifying numbers, labels, and sealed shipping containers will be used to safeguard the specimen in a transit status.

A urine specimen must be provided by the driver in the privacy of a stall or otherwise partitioned area. A driver may be asked to give a specimen under direct observation when:

The driver has presented a urine specimen that falls outside the normal temperature range.

The last urine specimen provided by the driver was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L.

The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample.

The driver has previously been determined to have used a controlled substance without medical authorization and the particular test was being conducted for follow-up testing

upon or after return to service.

If the driver refuses to submit to any controlled substance test as required by this policy and procedure, the individual will not be awarded a contract in the event it is a pre-contract test and the driver will be subject to contract termination in the event it is a random, reasonable suspicion or post accident test.

Refusal to submit to any controlled substance test shall mean:

Failure to provide adequate urine for testing without a valid medical explanation after the driver has received notice of the requirement for urine testing; or

Engagement in conduct that clearly obstructs the testing process.

Urine specimens are divided into two containers by the collection site person in the presence of the driver. Collection sites will maintain instructions and provide training for collection site personnel as needed to protect the integrity of the specimen.

l. Procedure Used to Test for the Presence of Alcohol
(See Exhibit E For Detailed Procedure Used to Test for the Presence of Alcohol)

Testing for alcohol is done by breath test. Two breath tests are required for a positive result. If the first test is below 0.02, it is considered negative. If it is 0.02 or greater, a second test must be performed. A result of 0.04 or higher constitutes a positive result. The confirmation test must be done on a machine that prints out the results, date and time.

If a driver refuses to submit to any alcohol test as required by the policy and procedure, the driver will not be awarded a contract in the event it is a pre-contract test, and the driver will be subject to contract termination in the event is a random, reasonable suspicion or post-accident test.

Refusal to submit to a test for the presence of alcohol shall mean:

Failure to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing; or

Engagement in conduct that clearly obstructs the testing process.

All contracted bus owners/drivers will be required to execute the Consent/Release Form (Exhibit F).

m. Evaluations and Return of Results

The laboratory will transmit (by fax, mail, or computer, but not orally over the telephone) the results of all tests to the School Board's MRO. The MRO will be responsible for reviewing the quantified test results of contracted bus owners/drivers and confirm that the individuals testing positive have used drugs in violation of School Board policy. Prior to making a final decision to verify a positive test result for an individual, the MRO shall give the individual an opportunity to discuss the result with

him or her. The driver must provide documentation (doctor's report, copy of a prescription, etc.) as proof of legitimate use of medication within five (5) days. This information will assist the MRO in determining if a confirmed positive test result is a result from legally prescribed medication.

If the MRO is satisfied that there exists a valid medical explanation for the positive test result, the MRO will inform the employee of this finding and reassure the individual that all information related to the positive test and valid explanation will remain confidential. The MRO will verify the test result as negative and any report to the school system will indicate the test is negative.

If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact a designated school system official who shall direct the individual to contact the MRO as soon as possible.

If the MRO is unable to contact the driver within five (5) days, the MRO will contact the school system's Drug Program Coordinator and advise them to remove the driver from his/her safety sensitive position for medical reasons, pending an interview with the driver. The MRO may verify a test as positive without having communicated directly with the employee about the test if the designated school system representative has successfully made and documented a contact with the individual and instructed the individual to contact the MRO and more than five days have passed since the date the individual was successfully contacted by the designated school system representative or the employee expressly declines the opportunity to discuss the test.

The MRO shall then promptly tell the superintendent/designee which contracted bus owners/drivers tests positive.

n. Request for Re-test

Split sample testing is required of all drug testing. The MRO shall notify each contracted bus owner/driver who has a confirmed positive test that the individual has 72 hours in which to request a test of the split specimen, if the test is verified as positive. If the individual requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the result of the test of the primary specimen is positive, the laboratory shall retain the split specimen in frozen storage for 60 days from the date on which the laboratory acquires it. Following the end of the 60-day period, if not informed by the MRO that the individual has requested a test of the split specimen, the laboratory may discard the split specimen.

The split specimen shall be retained in long-term storage for one year by the laboratory conducting the analysis of the split specimen (or longer if litigation concerning the test is pending).

The contracted bus owner/ driver may be required to pay the associated costs of re- test in advance but will be reimbursed if the results of the re-test are negative.

o. Release of Test Results and Required Record-keeping

Test results and records must be kept confidential. Test results shall not be released by the School Board, beyond the MRO and School Board's management, without the individual's written authorization.

However, all contracted bus owners/drivers will be required to execute a consent/release form permitting the System to release test results and related information to the Unemployment Compensation Commission or the relevant government agency (Exhibit #F).

The MRO shall retain the individual test results for positive specimens for five (5) years and negative for twelve (12) months.

Records that demonstrate the collection process conforms to the plan must be kept for at least three (3) years or for the period required by law.

A record of the number of drivers tested, by type of test (i.e. post-accident, pre-employment or reasonable suspicion), must be kept for at least five (5) years.

Records confirming the supervisors and drivers have been trained as required must be kept for at least three (3) years.

p. Tests For Which Contracted Bus Owners/Drivers Must Pay Pre-Contract:

- i. DOT drug and alcohol tests
- ii. Reasonable cause test if the test result is positive
- iii. All post-accident tests
- iv. Return to duty and follow-up tests Re-certification physical examination
- v. Contracted bus owner/ driver requested re-tests

VII. Breach of Contract

The School Board/Superintendent will consider breach of contract action for any violation of the policy, including refusing to submit to screening, to execute a release, or otherwise cooperate with an investigation or search by the administration.

All contracted bus owners/drivers who test positive in a confirmation substance test will be subject to breach of contract action. Rehabilitation, at a pre-approved treatment provider, may be available to individuals who violate the policy at the expense of the individual.

No individual may be returned to driver status after any rehabilitation or testing positive unless certified as safe and not using drugs by the School Board's MRO. Any contracted bus owner/driver returning to driver status after violating the policy or testing positive will be subject to aftercare and testing as outlined in the Probation Agreement.

VIII. Grounds for Contract Termination

The following are grounds for contract termination under the drug and alcohol- testing program for contracted bus owners/drivers:

Refusal to submit to testing or neglecting to be readily available for testing will be grounds for termination.

Confirmed concentration test reading of 0.04 or greater, on any required alcohol test will be grounds for termination.

Confirmed positive results on any required controlled substance test will be grounds for termination.

IV. Assistance Program (APJ)

The School Board AP shall include:

- a. Education and training for the contracted bus owner/driver regarding drugs and alcohol;
- b. Each supervisor must complete one (1) hour of training on reasonable suspicion for drugs and one (1) hour of training for reasonable suspicion of alcohol each year, including:
- c. Effects and consequences of substance use on personal health, safety and work; (Exhibit A)
- d. Manifestations and behavioral causes that may indicate substance use; and (Exhibits B & C)
- e. Documentation of training provided (Exhibit G)
- f. A written statement on file and available at the School Board office outlining the AP.

V. Investigation/Searches

Where a supervisor has reasonable cause to suspect that a contracted bus owner/driver has violated the substance abuse policy, he or she may inspect vehicles which a contracted bus owner/driver brings on the School Board's property, purses, briefcases, tool boxes or other belongings, and at locations where school related activities are being conducted without prior notice in order to ensure a work environment free of prohibited substances. A contracted bus owner/ driver may be asked to be present and remove a personal lock. Where the contracted bus owner/ driver is not present or refuses to remove a personal lock, the superintendent/designee will do so for him or her. The superintendent/designee may release any illegal, or controlled drugs, or paraphernalia to appropriate law enforcement authorities.

All searches should be coordinated with the superintendent/designee.

NOTE

These procedures represent the School Board's current guidelines in dealing with a developing problem under evolving laws and facts, and may be changed in accordance with Board policy and state federal law.

EXHIBIT A

CHEMICAL EFFECTS OF DRUGS AND ALCOHOL MISUSE

Alcohol - depresses the central nervous system

Cocaine - central nervous system stimulant with short term effects similar to the body's own adrenaline

Marijuana - psychoactive drug involved is THO, a hallucinogenic agent Prescription drugs -

Stimulants (Amphetamines) act as synthetic adrenaline energize the central nervous system by increasing blood pressure, widening pupils, increasing respiration, depressing appetite and decreasing fatigue

Sedatives (Barbiturates/depressants) cause a slowdown of the functions of the brain and the central nervous system

PCP, Angel Dust, creates euphoria which lasts for three to five hours, ensuing loss of feeling, numbness

Heroin - semi-synthetic narcotic drug; morphine derivative; analgesic

EXHIBIT B

BEHAVIOR EFFECTS FROM DRUGS AND ALCOHOL MISUSE (DEFINING PROBABLE CAUSE)

1. Alcohol
 - a. Speech - thick, slurred, loud
 - b. General appearance- flushed face, dishevelment, dirtiness, unkemptness
 - c. Appearance of eyes - red, watery, heavy lids, fixed pupils Breath - foul, distinctive odor of various intoxicants
 - d. Gait - Walking unsteady, deliberately and over-careful, swaying, weaving, stooped
 - e. Behavior - excessive, silliness or boisterousness
2. Narcotics - (Heroin, Morphine)
 - a. Lethargy, drowsiness, and tendency to go "on the nod", falling asleep and then awakening
 - b. Red, watering eyes; pupils fixed and constricted
 - c. Loss of appetite; generally poor physical condition
 - d. Scars (needle tracks) on back of hands and arms, may wear long sleeves to cover scars
 - e. Nausea, vomiting, and muscular twitching resulting from withdrawal
 - f. Syringes, needles, or other evidence of injections left in a locker or desk
3. Sedatives and Depressants (Barbiturates)
 - a. Dozing, lack of concentration and slurred speech
4. Stimulants (Amphetamines/Cocaine)
 - a. Excessive activity and nervousness; extremely talkative and emotionally expressive
 - b. Dilated pupils; mouth and nose dry and irritated; sore throat, nose bleeds
 - c. Lack of interest in personal health and hygiene; long periods without eating or sleeping
 - d. Impatience or irritability
 - e. Sinus problems; runny nose, headaches
 - f. Trembling and convulsions; nausea or vomiting
 - g. Continual licking of lips, grinding of teeth, sniffing, or nose rubbing
5. Hallucinogens (Marijuana, LSD, Mescaline)
 - a. Changes in mood - LSD users may vary from a trance like state to feelings of fear and terror; may experience nausea, chills, flushes, irregular breathing, trembling of hands
 - b. Use of marijuana is difficult to detect - user may be talkative or sleepy as drug takes effect
 - c. Depth and time perception may be distorted, making driving and work with machinery dangerous
 - d. Aroma/circumstances surrounding actual use must be considered

EXHIBIT C

PERFORMANCE BEHAVIOR FOR DRUG AND ALCOHOL MISUSE

In addition to the physical symptoms often displayed, an employee who is misusing alcohol or drugs may exhibit certain behaviors that can lead to problems on the job. Among these are:

1. Unreported absences or late arrivals
2. Poor or erratic work performances and decreased productivity Increase involvement in workplace accidents
3. Poor relations with co-workers
4. Increased request for time off or early dismissal from work Increased use of sick benefits

Here are some specific performance behaviors alcohol misuse and drug abuse can cause while you are trying to perform your job.

1. Alcohol

- a. Turning with wide radius Weaving and swerving Braking erratically
- b. Slow response to traffic signals
- c. Slow speed more than 10 MPH below limit Accelerating or decelerating rapidly

2. Amphetamines

- a. More likely to take risks
- b. Overreactions such as over-braking, over-steering, over-acceleration
- c. Bad judgment concerning distance
- a. Late reaction times

3. Cocaine

- a. Distorted vision and perception
- b. Slow reaction time to traffic situations
- c. Hard to make a decision
- a. Angry about own slow ability to react

4. Marijuana

- a. Slower than usual thinking and reactions
- b. More than usual miles without sleeping
- c. Don't remember last stop, short-term memory loss
- d. Could rear end another vehicle before aware of presence

5. Opiates

- a. Day dreaming
- b. Blurred vision
- c. Distorted sense of time and distance

6. Phencyclidine (PCP)

- a. Aggressive actions such as honking horn, sliding tires, taking aim at other vehicles
- b. Following too close.
- c. Passing on a curve or in a blind spot.

EXHIBIT D

PROCEDURE USED TO TEST FOR CONTROLLED SUBSTANCES

You will be sent to a collection site where a urine sample will be collected in a private location.

Urine specimens are divided into two containers by the collection site person in your presence. These two specimen samples, called "primary" and "split", are sent to a testing laboratory certified by the Department of Health and Human Services.

At the laboratory, a screening test is performed on the "primary" sample. If this test is positive for controlled substances, a confirmation test is performed. This test is called a gas chromatography/mass spectrometry, to ensure that over the counter drugs are not reported as positive.

If the first test is positive, the Medical Review Officer (MRO) will attempt to notify you, to find out if there is a medical reason for the drug use. If you can document why the substance is being taken and if the MRO finds it is a legitimate medical use, the test may be reported as negative to the employer. If you cannot be contacted, the required information must be furnished to the employer within three business days of completion of the MRO's review.

After being notified that the first test was positive, you have 72 hours to request a test of the "split" specimen sample. If you make this request, the split specimen is sent to another DHHS-certified laboratory for the test. If the split specimen does not confirm the presence of a controlled substance, the MRO cancels the test and reports this to the DOT, the employer and to you.

Removal from safety sensitive duty is immediate, and not delayed to await the result of the split specimen test.

If you refuse to submit to any controlled substance test as required by this policy, you will not be hired in the event it is a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. Contracted bus owners/operators will not be awarded a contract in the event it is a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit means the following:

Failure to provide adequate urine for testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or
Engagement in conduct that clearly obstructs the testing process.

EXHIBIT E

PROCEDURE USED TO TEST FOR THE PRESENCE OF ALCOHOL

All alcohol testing is done by a certified breath alcohol technician (BAT) in a private setting where no one but you and the BAT can see or hear the test results. An evidential breath- testing device (EBT) approved by the National Highway Safety Administration must be used to perform the test.

The BAT will ask for identification. You may ask for the BAT's identification as well.

To complete the test you must blow forcefully into the mouthpiece of the testing device as the test requires 210 liters of breath for proper testing of the alcohol concentration.

A screening test is done first. If the reading is less than .02, you will sign a certification and fill in the date on the form and the test is complete.

If the reading is .02 or over, a confirmation test must be done after 15 minutes, but within 20 minutes of the first test. You will be asked not to eat, drink, belch, or put anything in your mouth. These steps prevent the build-up of mouth alcohol, which could lead to an artificially high result.

If the confirmation test results show a reading of .02 but less than .04, you will be removed from safety sensitive functions and sent home until your next duty shift, but not less than 24 hours from the time of the test. Also, you will receive disciplinary action up to and including termination.

If the confirmation test results show a reading of .04 or greater, you will be immediately removed from safety sensitive functions, again receive the referral information per this policy if requested, but are subject to termination. A bus owner/operator will be subject to having his/her contract terminated.

If the screening and confirmation test results are not the same, the confirmation test result will be used.

If you refuse to submit to any alcohol test as requested by this policy, you will not be hired in the event of a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. A contracted bus owner/operator will not be awarded a contract in the event of a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit shall mean the following:

Failure to provide adequate breath for testing without a medical explanation after he or she has received notice of the requirement for breath testing; or Engagement in conduct that clearly obstructs the testing process.

EXHIBIT F

CONSENT/RELEASE FORM CONTRACTED BUS OWNERS/DRIVERS

I have read the above statement of policy and agree to abide by the School Board's drug and alcohol rules. I agree to submit to drug and alcohol tests at any time as a condition of the bus contract. I authorize any laboratory or medical provider to release test results to the superintendent/designee, the transportation supervisor, and the Board's MRO.

I expressly authorize the School Board or its MRO to release any test-related information, including positive results, to the Unemployment Compensation Commission or other government agency investigating the termination of the bus contract or termination of the contracted driver.

Contracted Bus Owner/Driver

Date

Superintendent/Designee

Date

EXHIBIT G

DRUG TESTING PROGRAM ACKNOWLEDGMENT
OF ATTENDANCE AT TRAINING SESSION

The Rutherford County Board of Education (hereinafter known as the Board) has adopted the attached Drug Testing policy and Drug Testing Rules and Regulations. Once you finish your training session explaining the facts about the effects, behavioral changes and job performance dangers of controlled substances and alcohol misuse, sign this cover sheet and return it to the session supervisor. Make sure that all of your questions are fully answered including how to contact an assistance program and substance abuse professional referral service for help. All individuals subject to testing are required to submit to alcohol and a controlled substance tests administered in accordance with this policy:

I, _____,
(Print your name)

have received one hour of more training on controlled substance abuse, and received training and information on alcohol misuse. I have read and understand the Board's policy and rules and regulations regarding drug testing and maintaining a drug-free and alcohol misuse-free workplace. I have been given a copy of the drug testing policy and drug testing rules and regulations, have had all of my questions answered, and understand my obligations and responsibilities as a covered individual.

I am aware that the superintendent or his designee is the Board's designated person to answer any questions that I might have concerning the Board's policy, rules and regulations, educational materials and training.

I am aware that the Board is providing an assistance program and substance abuse professional consultation and referral service phone number for drug and alcohol misuse problems. This is a referral number furnished for consultation only and does not obligate the Board to pay for, or provide treatment, for drug of alcohol addictions, or related problems.

Signature

Blue Bird Body Company - Sales Quotation

Quote 233361 - Central States Bus Sales, Inc.

| | | | | | | | | |
|---------------|------|-----------|--------|----------|---------|-----------|-----|--------------|
| Market | PLBT | Prod Code | Length | Capacity | Chassis | Wheelbase | Qty | Promise Date |
| US School Bus | T3FE | RG | 4004 | 90 | BB-T3FE | 232.0 | 6 | 07/21/2025 |

Quoted To: Central States Bus Sales, Inc.
 1200 Sugar Creek Square
 Fenton MO 63026

Quoted By: CENTRAL STATES BUS SALES, INC.

| Quantity | Base Model / Feature | Description |
|----------|----------------------|--------------|
| 6 | T3FE 4004 | ALL AMERICAN |

| Quote Id: 233361 | Standard Options |
|------------------|------------------|
|------------------|------------------|

| | | |
|---|----------|---|
| 1 | 00198-02 | LATCH,LOCKING,DOOR BATTERY CMPT |
| 1 | 00374-01 | RETAINER REAR EMERG DOOR |
| 1 | 00505-07 | FUEL TANK DOOR,SPRING-LOADED,LATCHING |
| 1 | 00983-14 | PLYWOOD FLOOR 1/2IN THICK |
| 1 | 00984 | PLYWOOD FLOOR SCREWED DOWN |
| 1 | 01485-07 | INSULATION,BODY,FIBERGLASS |
| 1 | 01507-04 | HEADLINING,SOLID,DRVS/1ST ACOUSTIC |
| 1 | 01561 | EMERGENCY DOOR ARROWS |
| 1 | 01922-02 | DAYTIME RUN LGTS,W/ P/BRAKE DEACTIVATE |
| 1 | 02230 | DOOR SWITCH,STEPWELL LIGHT |
| 1 | 02324 | EXTERIOR SOLID NSBY |
| 1 | 02325-18 | LOGO,BIRD ONLY,VINYL,BLACK |
| 1 | 02449-14 | GALVALUME I/S PNL,FULL HEM, TEXTURIZED |
| 1 | 02836-14 | SEAT BELT,DRV,3 PT,SINGLE RETRACT,BLACK |
| 1 | 03110 | GRIP HANDLES |
| 1 | 03118-05 | INSULATION,STEPWELL,NR 3 |
| 1 | 03183-01 | VISOR,ACRYLIC,LEFT SIDE,ADJUSTABLE |
| 1 | 03315-01 | 2 PC CURVED TINTED W/S |
| 1 | 03471-14 | 77IN HEADROOM FORWARD CONTROL |
| 1 | 06266-01 | UNDERCOAT,MODIFIED WAX,PREMIUM |
| 1 | 30001 | ACCESSORY POWER SOCKET W/CAP,BATTERY |
| 1 | 30102-15 | LIGHTS,CL/MK,LED,2 AMBER,2 RED |
| 1 | 30103-10 | LIGHTS,ID,GROMMET MOUNT,LED |
| 1 | 30105-10 | LIGHTS,MKR,LED,INTERMEDIATE |
| 1 | 30116-05 | LIGHTS,DIRECTIONALS,RR,AMBER LED |
| 1 | 30120-03 | LIGHTS,DIR,FRONT AMBER LED |
| 1 | 30123-02 | HEADLAMPS,LED |
| 1 | 30151-01 | LIGHTS,DOME,15 CANDLEPOWER |
| 1 | 30173-06 | LIGHT,4" LED,STOP/TAIL,VANDAL RESIST |
| 1 | 30175-03 | LIGHT,7" STOP/TAIL,LED |
| 1 | 30199-01 | SYSTEM,WARN,8-LGT,SEQ |
| 1 | 30201-01 | SEQUENCE,W/L SYSTEM,SEQUENTIAL |
| 1 | 30210-02 | SWITCH,W/L MASTER,LOC,RH |
| 1 | 30210-04 | SWITCH,W/L START,LOC,RH |
| 1 | 30210-10 | LIGHTS,PILOT,W/L SYSTEM,LOC,RH |
| 1 | 30210-18 | SWITCH,DOOR CONTROL,LOC,RH |
| 1 | 30211-04 | CONTROLS,CONFIG,W/L,OPT #4,8-LGT,RH |
| 1 | 30218-02 | SWITCH,W/L,MASTER,GREEN PILOT |
| 1 | 30225-01 | SWITCH,W/L START,MANUAL |
| 1 | 30228-02 | INDICATOR,W/L SYSTEM,AMBER/RED |

| | | |
|----|----------|--|
| 1 | 30295-05 | LOCATION,STOP ARM,FRONT |
| 1 | 30316-01 | WIRING,W/L SYSTEM,14 GA |
| 1 | 30331-01 | CIRCUIT PROTECTION,FUSES |
| 1 | 30400-01 | PAINT, INTERIOR, ASTRO WHITE |
| 1 | 30430-02 | VINYL,REFL,RR EMER DR YELLOW,3M |
| 1 | 30483-25 | MIRROR,EXT,OPEN VIEW,SPLIT SYSTEM |
| 1 | 30484-15 | MIRROR,CROSSVIEW,EYE-MAX LP |
| 1 | 30529-02 | 3 " REFLECTOR,STANDARD,3M DIA GRADE |
| 30 | 30834-05 | PAD,CUSHION,SEAT,REBOND |
| 1 | 30921-03 | LATCH,NON-LOCKING,ACCESS DOOR |
| 1 | 30945-14 | BODY CONSTRUCTION FM/CMVSS 221 |
| 1 | 30960-06 | STEPWELL, GALVANIZED |
| 1 | 31015-02 | DOOR,EMERGENCY,REAR,2 WINDOW |
| 1 | 31024-02 | TRIM,AISLE,ALUMINUM |
| 1 | 31026-02 | STEPTREAD,VINYL,RIBBED |
| 1 | 31049-08 | HANDRAIL,ENT DR,BARRIER,22.75-23.25 |
| 1 | 31114-01 | END CAP,RUB RAIL,STAMPED STEEL |
| 1 | 31156-06 | LIGHT,STEPWELL,LED |
| 1 | 31166-01 | MARKER LGT CONTROL,STEPWELL LGT |
| 1 | 31188-01 | GLASS,ENT DR,LOWER,CLR,TEMP |
| 1 | 31189-01 | GLASS,ENT DR,UPPER,TEMPERED |
| 1 | 31201-03 | BUZZER,REAR EMERG DOOR |
| 1 | 40000-13 | AXLE,STEER,HENDRICKSON NXT,13200 LBS |
| 1 | 40004-12 | SUSPENSION,SPRG,FRT,SOFTEK,13200 |
| 1 | 40011-01 | SPACER BLOCK,FRT SPRING |
| 1 | 40048-02 | LUBRICATION,OIL,PETROLEUM,AXLE |
| 1 | 40086-04 | BUMPER,REAR,STEEL |
| 1 | 40088-01 | BUMPER,FRONT,STEEL 12IN |
| 1 | 40098-01 | CRUISE CONTROL |
| 1 | 40108-01 | HOSE,COOLING,SILICONE,W/CONST TRQU CLAMP |
| 1 | 40111-02 | FLUID,TRANSMISSION,SYNTHETIC |
| 1 | 40111-11 | ANTIFREEZE,ES COMPLEAT,CUMMINS (BLUE) |
| 1 | 40141-03 | BATTERY COMPARTMENT,SLIDER TRAY,CHAS MTD |
| 1 | 40142-01 | SWITCH,BATTERY DISCONNECT |
| 1 | 40171-09 | GOVERNOR,ROAD SPEED,75 MPH |
| 1 | 40215-18 | EXHAUST,PRIMARY,SING CAN A/T,CUM |
| 1 | 40233-09 | FILTER,FUEL,FRAME MOUNTED |
| 1 | 40280-04 | GAUGE,SPEEDOMETER, MILES |
| 1 | 40452-06 | WHEELBASE,232 IN |

| Quote Id: 233361 | | Optional Features |
|------------------|-----------|---|
| | | ----- CHASSIS ----- |
| 1 | 30058-05 | PUMP,HEATER WATER |
| 1 | 40005-22 | SUSPENSION,SPRG,REAR,1-STAGE,21000 |
| 1 | 40018-56 | AXLE,REAR,23K LBS,5.29 |
| 1 | 40050-03* | BRAKE,EXHAUST,VGT |
| 1 | 40052-03 | ADJ,SLK,AUTO,MERITOR |
| 1 | 40053-03 | CHAMBERS,BRAKE,AIR,WABCO |
| 1 | 40070-08 | BRAKES,AIR,MERITOR,6"FRT/8.62"RR |
| 1 | 40076-01 | BRAKES,ANTI-LOCK(ABS),AIR |
| 1 | 40081-01 | DRYER,AIR,BENDIX AD-9 |
| 1 | 40134-08 | ALTERNATOR,LEECE-NEV,BRUSHLESS,280 AMP |
| 1 | 40142-06 | BATTERIES,GROUP 31,THREE |
| 1 | 40165-08 | TORQUE MGNT,ISB ENGINE 40179 |
| 1 | 40168-01 | HEATER,ENGINE BLOCK,INTERNAL,750W |
| 1 | 40179-81 | ENG,CUM B6.7,DSL,250HP@660LB-FT,EPA |
| 1 | 40216-01 | TAILPIPE,UNDER BUMPER |
| 1 | 40241-02 | FUEL SYSTEM,DSL,100 GAL BFR RH FILL |
| 1 | 40291-09 | TIRES,MICH,11R22.5H XZE2 LRH |
| 1 | 40411-01 | TOW HOOKS, FRONT |
| 1 | 40411-02 | TOW HOOKS, REAR |
| 1 | 40432-12* | TRANS,ALLISON,3000PTS,6 SPD, |
| 1 | 40441-13 | WHEELS,ALUMN,8.25/22.5 DSC HUB-PLTD |
| | | ----- BODY ----- |
| 1 | 00186-05 | DOUBLE,RHMM,LUGGAGE,28.40 CU.FT. |
| 1 | 00186-06 | DOUBLE,LHMM,LUGGAGE,28.40 CU.FT. |
| 1 | 00186-07 | SINGLE,RHOH,LUGGAGE,16.00 CU.FT. |
| 1 | 00186-14 | DOUBLE,LHOH,LUGGAGE,20.7 CU.FT. |
| 1 | 02683 | EXTEND SEAT RAIL |
| 2 | 30030-29 | VENT,ADVANTAGE,STANDARD |
| 1 | 30056-01 | HOSE,HTR,SILICONE,W/CT CLAMPS |
| 1 | 30060-01 | HEATER,12K,DRIVERS |
| 1 | 30060-19 | HEATER,80K,LH,FRONT,F/M |
| 1 | 30060-21 | HEATER,80K,LH,REAR,F/M |
| 1 | 30195-12 | MONITOR,UNIV.,EXTERIOR LT,DORAN |
| 1 | 30245-06 | GUARD, STROBE LIGHT |
| 1 | 30286-02 | WIRING,CROSSING ARM,ELECTRIC |
| 1 | 30296-18 | S/ARM,AIR,H/I,REFL,LED,STROBE |
| 1 | 30450-01 | DECAL,CLEAN IDLE,EPA ONLY |
| 1 | 30456-08 | MIRROR,REARVIEW,INT 6X30,W/MONITOR |
| 1 | 30481-01 | MIRROR,REARVIEW,REMOTE CONTROL |
| 1 | 30482-06 | HEATED MIRROR,EXT,15 MIN TIMER |
| 1 | 30756-01 | HOLDER,CERTIFICATE,7-5/8 X 9-1/4 |
| 1 | 30796-06 | SEAT,DRVR,NATIONAL,AIR,MORD,BLUE |
| 1 | 30797-01 | ARMREST,RH,DRIVER,SEAT,NATIONAL |
| 30 | 30857-44 | UPH,FIRE BLOCK,BLUE,PASS |
| 2 | 30857-51 | UPH,FIRE BLOCK,BLUE,BARRIER |
| 1 | 30905-05 | CONSOLE MOUNT,ARM REST |
| 1 | 30959-03 | PANEL,SIDE,16 GA,19 3/4 SKIRT |
| 1 | 30977-16 | DOOR,ENT,OUTWARD OPENING W/AIR ACTUATOR |
| 1 | 30978-07 | DOOR CONTROL,AIR PWR,LATCH SW,3-POS |
| 1 | 30981-03 | LOCK,SECURITY,ENT DOOR |
| 1 | 31027-02 | STEPTREAD,VINYL,GRAY |
| 1 | 31184-03 | GLASS,RR EMER DR,LWR,DK TINT,TEMP |
| 1 | 31185-03 | GLASS,RR EMER DR UPR,DK TINT,TEMP |

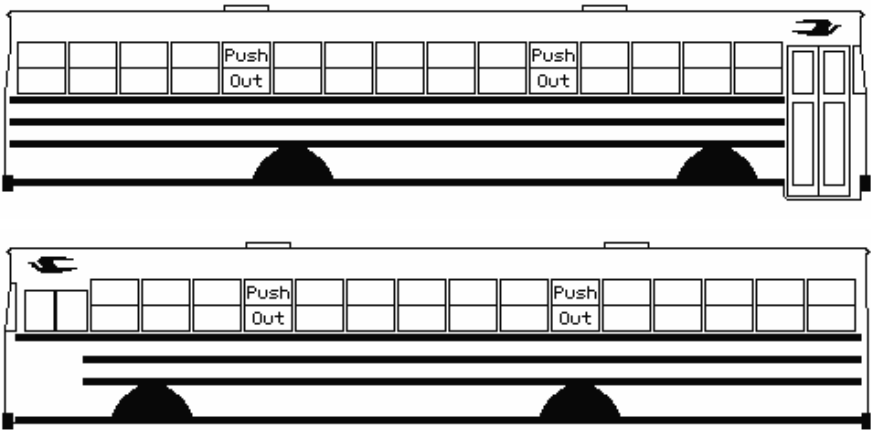
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|----|----------|--|
| 1 | 31187-03 | GLASS,REAR VISION,DK TINT,TEMP |
| 4 | 31193-22 | WINDOW,S/S,P/O,12",TEMP,TINT,BLK |
| 1 | 31200-42 | WDO ASSY,DRV,STORM,GRN TNT,TEMP,BLK |
| 26 | 31202-24 | WINDOW,S/S,12",TEMP,TINT,BLK |
| 1 | 38105-33 | CAMERA,SYSTEM,FRT/RR VIEW,EXTERIOR |
| | | ----- ELECTRICAL ----- |
| 2 | 30029-01 | WIRING,VENT,ROOF HATCH,BUZZER |
| 1 | 30057-02 | SWITCH,NOISE SUPPRESSION,LATCHING |
| 1 | 30117-21 | LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT |
| 1 | 30121-03 | WIRING,DIR,SIDE,FRONT,BELTLINE |
| 1 | 30158-03 | DOME,2 ROW/2 SWITCHES,F & R,CONFIG |
| 1 | 30176-09 | LIGHT,7 INCH BACKUP,LED |
| 1 | 30176-11 | LIGHT,BACKUP,LED,SKIRT MTD,R/WHEELS |
| 1 | 30184-01 | ARM CONDITION,PTI,NOT ACC MAINTAINED |
| 1 | 30185-02 | MONITOR,POST TRIP INSPECT,DORAN |
| 1 | 30186-01 | ARMING,PTI,WARNING LIGHTS |
| 1 | 30187-01 | ALARM CONDITION,PTI,ENT DOOR OPEN |
| 1 | 30188-01 | ALARM INDICATION,PTI,HEADLIGHTS & HORN |
| 1 | 30196-05 | HOODS,WARNING LIGHTS,INDIVIDUAL |
| 1 | 30200-19 | LIGHTS,WARN,LED,8-LGT,AMB/RED |
| 1 | 30244-02 | LOCATION,STROBE,4 FEET FROM REAR OF ROOF |
| 1 | 30245-10 | LIGHT,STROBE,SELF-CONT,LED,CLEAR |
| 1 | 30246-03 | CONTROL,STROBE,S/CONT,W/PILOT |
| 1 | 30260-25 | RADIO,AM,FM,MP3,USB,SD,MMC,BT WITH PA |
| 1 | 30269-06 | SPEAKER,DLX,8 SPKR SYS W/WIRING |
| 1 | 30286-04 | WIRING,MAGNETIC LATCH,CROSSING ARM |
| 1 | 30292-11 | MAGNETIC LATCH,CROSSING CONTROL ARM |
| 1 | 30297-10 | WIRING,S/ARM,AIR W/INDEP FLSHR |
| 1 | 30310-02 | HORN,BACKING SAFETY,112 DB |
| 1 | 30325-04 | POWER,BAT CONTROL,DOME LIGHTS |
| 1 | 31201-09 | BUZZER,MID SEC,P/O WINDOW |
| 4 | 31201-10 | WIRING,P/O WINDOW,DRS BUZ ONLY |
| 1 | 40453-02 | ELECTRONIC STABILITY CONTROL |
| 1 | 40493-18 | PROGRAM,TCM,F/S 2.0,PLUS |
| | | ----- PAINT ----- |
| 1 | 02330-03 | PAINT DESIGN,BRIGHT WHITE ROOF,12.5 IN |
| 4 | 30365-01 | LETTERING,EMERGENCY EXIT,ABOVE EXIT |
| 1 | 30365-02 | LETTERING,EMERGENCY DOOR,ABOVE EXIT |
| 5 | 30366-01 | LETTERING,EMERGENCY,INTERIOR,VINYL,BLACK |
| 5 | 30366-02 | LETTERING,EMERGENCY,EXTERIOR,VINYL,BLACK |
| 1 | 30385-05 | PAINT,RUBRAILS ONLY,FULL WIDTH BLACK |
| 1 | 30395-02 | BACKGROUND,WARN LGT,3" BLACK |
| 4 | 30430-04 | VINYL,REFL,P/O WINDOW YELLOW,3M |
| 1 | 30430-07 | VINYL,REFL,2IN SIDE YELLOW,3M |
| 1 | 30430-08 | VINYL,REFL,1.75 IN RR YELLOW,3M |
| 1 | 30430-62 | VINYL,REFL,SB SIGN,FRT/RR YELLOW |
| 1 | 30883-03 | DECAL,BATTERY DISCONNECT SWITCH,RED |
| | | ----- SEATS ----- |
| 2 | 02783-05 | SEAT,39,NON S/BELT,HBK,REAR |
| 28 | 02798-02 | SEAT,39,NON SEAT BELT,7 DEGREE BACK ANG |
| 1 | 30815-02 | CUTTER,SEAT BELT,TIE-TECH |
| 2 | 30820-09 | BARRIER, 39 INCH HIGH BACK |
| 1 | 30906-03 | COMPARTMENT,DOCUMENT,BARRIER MTD |
| | | ----- ACCESSORIES ----- |
| 1 | 00582 | FLAPS FRONT, FULL LENGTH |
| 1 | 00586 | FLAPS REAR WITH BB LOGO |

| | | |
|---|-----------|---|
| 1 | 00661-01 | FE 5 LB DRY W/HOSE (DRIVERS CPT) |
| 1 | 00754 | TRIANGULAR WARNING DEVICE FLOOR |
| 1 | 04427 | AIR HORN ROOF MOUNTED |
| 1 | 30600-01 | FAK,MULTI-STATE,POLY |
| 1 | 30675-01 | BODY FLUID KIT,TENNESSEE |
| 1 | 30905-03 | HOLDER,CUP |
| 1 | 31300-25* | WARRANTY, BRONZE 2/10 |
| 1 | 40213-07* | ENGINE EMISSIONS CONTROL,EPA,2024 |
| | | ----- INTERIOR ----- |
| 1 | 03183-11 | EDGE TRIM,PADDED,BLACK VINYL,VISOR |
| 1 | 30026-02 | FAN,AUXILIARY,UPPER LEFT,6" |
| 1 | 30026-03 | FAN,AUXILIARY,UPPER CENTER,6" |
| 1 | 31021-09 | COVERING,FLOOR,RUBBER,DARK GREY |
| 1 | 31028-13 | COVERING,FLOOR,RUBBER |
| | | ----- EXTERIOR ----- |
| 1 | 00600 | FENDERS REAR RUBBER |
| 1 | 00605 | FENDERS FRONT RUBBER |
| | | ----- WARNING SECTION ----- |
| 1 | 30292-16 | CONTROL ARM,CROSS,BEHIND BUMP,ELEC,POLY |

* Indicates a non-discountable option

| | |
|------------------|-----------------------------------|
| Quote Id: 233361 | Body Plan / Seat Plan Information |
|------------------|-----------------------------------|

Body Plan: 5011608

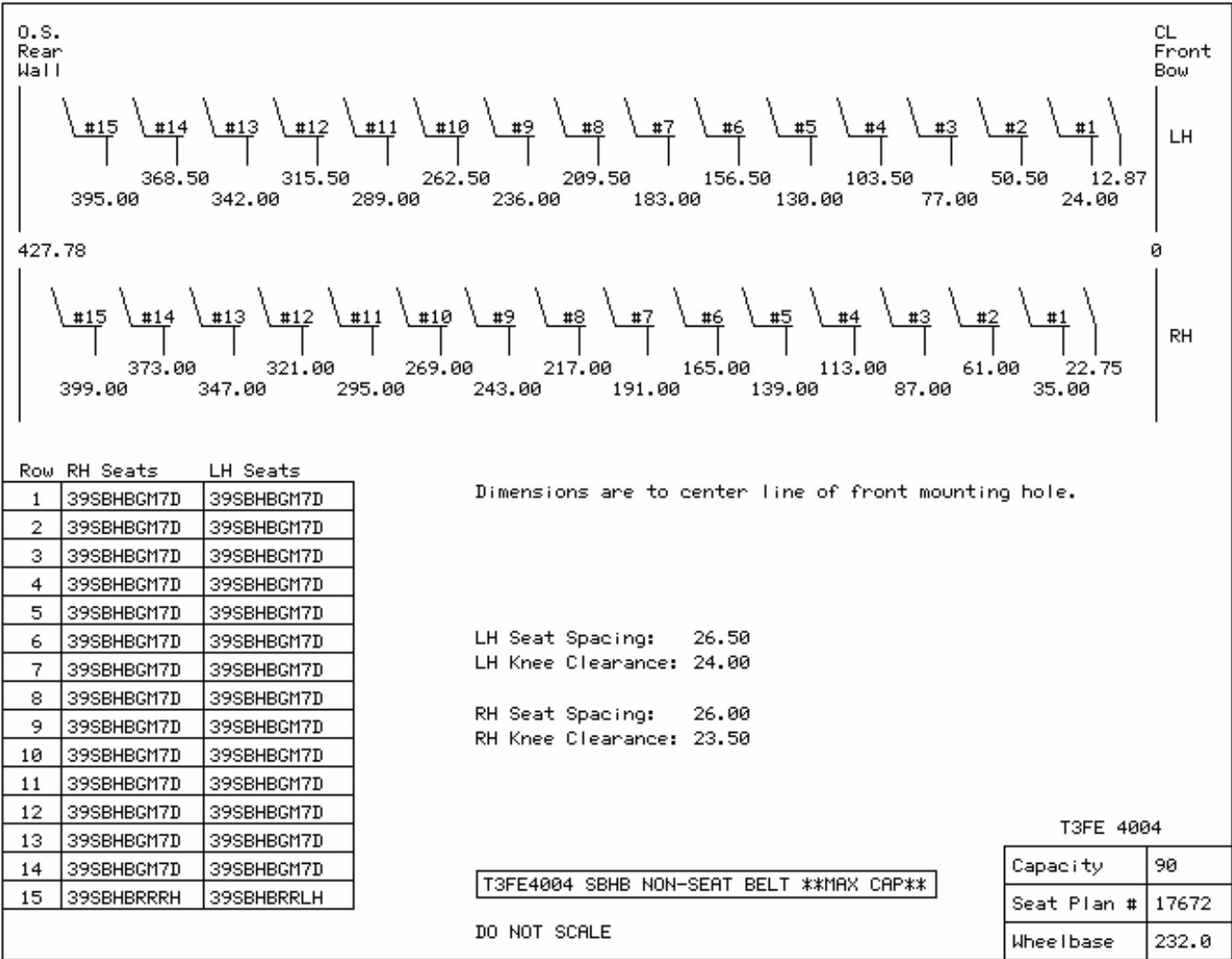


Seat Plan: 17672



| | |
|------------------|-------------------------|
| Quote Id: 233361 | Seat Plan Spacing Chart |
|------------------|-------------------------|

SP: 17672 T3FE 4004, 90 CAP





April 23, 2025

Wanda Barnett
Director of Transportation
Rutherford County Schools
2240 Southpark Blvd
Murfreesboro, TN 37128

Mrs. Barnett,

Please accept this invitation to purchase a Thomas Safe-T-Liner EFX 90 passenger school bus from the SourceWell purchasing consortium **Contract #102623-TBB**. SourceWell advertised and accepted bids on October 26, 2023, and awarded Thomas Built Buses the right to share their products to any of its members. Our bid was considered the best bid overall, and it is available to your school system should you choose to do so.

To process your order, I will need from you a ***"Purchase Order" or "letter of intent" to purchase*** that **includes the SourceWell contract #** by July 15, 2025. I only have five buses available currently from this SourceWell Contract # 102623-TBB at \$172,000.00 but Ill hold all of them in your name until July 15, 2025. Our expected delivery to you should be approximately 60 days or less after receipt of your order. So If you need them by 8-1-25, Ill need your order in writing by 6-1-2025.

Mrs. Barnett, it is my pleasure to extend this offer to you. I have included with this letter ***all*** the necessary documents needed to satisfy your auditors for purchases of this type. If you have any questions or concerns regarding this invitation, please do not hesitate to contact me at the following address or phone number:

Mid-South Bus Center, Inc.
3512 Bill Smith Drive
Murfreesboro, Tennessee 37129
(615) 890 – 6368
ATTN: Chuck LaLance

Thank you for your consideration.

Sincerely,

Chuck LaLance



Customer Quotation

Prepared For:
RUTHERFORD COUNTY
2240 SOUTHPARK BLVD.
MUREFREESBORO, TN 37128

Prepared By :
CHuck LaLance
Mid-South Bus Center, Inc
M'Boro, TN 37129

Quote Number:
406892

Quote Date:
4/23/2025

Customer Order No:
RuthContr90 EFX SOURCEWELL
CONTRACT 102623-TBB

Model Profile: MVP-EF 1418S

Product Type: School Transportation
Year: New 2026
Chassis Model: CHS8
Chassis MFG: THOS
GVWR: GVWR
Passenger Capacity: 90 plus driver
Headroom: 78
Wheelbase: 231
Brake Type: AIR
Engine Type: CUMMINS B6.7 260 DIESEL, 6 Cyl, 260 HP, 2600 RPM
Fuel Type: DIESEL
Fuel Tank Capacity: 100
Transmission Type: Allison AUTOMATIC PTS 3000
Axle, Front: 14600-lb Capacity
Axle, Rear: 23000-lb Capacity
Tires, Front: HANKOOK-11R22.5 16PLY AH37
Tires, Rear: HANKOOK-11R22.5 16PLY AH37
Suspension Front: Spring
Suspension Rear : Air Ride

Total for 1 complete unit(s): TBB Order #240984,86,87, 88, 89
Delivery Cost:

\$ 172,000.00 each plus tax if
applicable
Included to 3512 Bill Smith Dr. M'Boro

Includes the Following Equipment:

DEALER ADD On's EQUIPMENT

- 1 doc holder, 1 Garbage can and mount,
- 1 lettering and #'s black 6"
- 1 oil and filter change/ full service per year for 3 years.
- Any non warranty work is at \$155.00 per hour, these buses only.. add upto 4% increase per year, starting July 1, 2026.

Meets all FMVSS requirements in effect at the time of manufacture.

Total for 1 complete unit(s): 5 buses available at these prices!
Delivery Cost: Written 60 day notice to meet 8-1-25 delivery date.

\$ 172,000.00 each plus tax if
applicable
Included to 3512 Bill Smith Dr. M'Boro

Cost Savings that you may want to consider:
If three (3) or more buses are purchased

\$170,000.00 each plus tax if applicable

Terms and Conditions: net on delivery
Quote Expires: July 15, 2025

Customer Signature: _____ Date: _____

Dealer Signature: _____ Date: _____

Optional Equipment - Body:

1 [A000000172] 2019 CUMMINS ENGINE TARIFF
 1 [A000017141] SURCHARGE-RAW MATERIAL (STEEL) 1408/1418 MODELS
 1 [A200100000] PDI IDENTIFIER-DEALER PERFORMED
 1 [A202200000] 2022 PIP INCENTIVE
 1 [B132401000] PAINT STANDARD SASH FLAT BLACK
 1 [B134501000] PAINT BLACK EYES - 3" MINIMUM
 1 [B144032000] LABEL-APPROVED FUEL INSTRUCTIONS
 1 [B144200000] LABEL - DIESEL EXHAUST FLUID (DEF) - ENGLISH
 1 [B145505000] LABEL - 2010 EPA EXHAUST REGENERATION - ENGLISH
 1 [B147502100] YELLOW REFLEXITE - 2", PERIMETER OF REAR BUS BODY
 1 [B147503300] YELLOW "SCHOOL BUS" SIGN - FRONT HOOD - EFX
 1 [B147504000] YELLOW "SCHOOL BUS" SIGN - REAR HOOD
 4 [B147508000] YELLOW REFLEXITE-PERIMETER OF PUSHOUT SASH (28.5" HIGH SASH)
 1 [B147515000] YELLOW REFLEXITE - PERIMETER OF REAR EMERGENCY DOOR
 1 [B147600141] YELLOW REFLEXITE - 2", FLOOR LINE - BOTH SIDES OF BUS BODY
 1 [B150633032] GRAY KOROSEAL STEP TREADS - OUTWARD OPENING ENT DOOR - EFX
 1 [B151163000] STEPWELL GUARD - EFX
 1 [B152401141] STAINLESS STEEL AISLE STRIPS
 1 [B153520141] DARK GRAY VINYL FLOOR WITH 13" CENTER AISLE
 1 [B157154200] VESTIBULE FLOOR COVERING - GRAY MARBLE,CENTER - EFX
 1 [B158000141] PLYWOOD FLOOR - 5/8" THICKNESS
 1 [B161106141] TINTED TEMPERED GLASS - COMPLETE - EFX
 1 [B161107000] TINTED TEMPERED GLASS-DRIVER'S WINDOW, BLK FINISH WIND FRAME
 1 [B162014000] TINTED WINDSHIELD W/5" BAND - EFX
 2 [B164410000] TINTED TEMPERED PUSHOUT-LEFT SIDE,VERTICAL HINGE
 2 [B164411000] TINTED TEMPERED PUSHOUT-RIGHT SIDE,VERTICAL HINGE
 1 [B183010000] CLEAR TEMPERED GLASS-OUTWARD OPENING ENT DOOR, UPPER/LOWER
 1 [B200119000] PASSENGER ADVISORY SYSTEM - HORN ACTIVATION - EFX
 1 [B202001000] FIRE EXTINGUISHER - 5 LB.
 1 [B2050TN000] KIT - FIRST AID, 24 UNIT, COMPLIES WITH TENNESSEE STATE SPEC
 1 [B2060TN000] KIT - BODY FLUID CLEAN-UP, COMPLIES W/TENNESSEE STATE SPEC
 1 [B209007000] REFLECTORIZED TRIANGLES (3)-REAR OF ENTRANCE DOOR STEPWELL
 1 [B214501000] SEAT BELT CUTTER - TIE TECH
 1 [B216018000] DEFROSTER FAN - MOUNTED LEFT SIDE CORNER FRONT BULKHEAD
 1 [B216019000] TWO(2)DEFROSTER FANS MOUNTED OVER CENTER WINDSHIELD
 1 [B230007000] AIR HORN - ROOF L/S
 1 [B231015000] BACKING ALARM - HEAVY DUTY - 112DB
 1 [B231020000] MIRROR - INTERIOR 6" X 30" BACK UP CAMERA
 1 [B259116002] ZONAR - NONE
 1 [B259208000] CELLULAR PHONE POWER OUTLET REAR END WALL OF SWITCH CABINET
 1 [B260300008] SPEAKERS - EIGHT (8)
 1 [B260405001] RADIO - AM/FM DEA700 DELPHI, TRANSIT W/PAGE
 1 [B283608300] EF - ACCUSTYLE HEATED REMOTE REAR VIEW
 1 [B287906300] EF - EYE-MAX HEATED CROSSVIEW MIRRORS
 1 [B28WAR-000] EXTENDED BODY WARRANTY-3 YR 50,000 MI-EFX
 1 [B294030000] AIR CLUSTER LED / STROBE STOP SIGNAL
 1 [B302004000] BREAKERS - MANUAL RESET
 1 [B303000002] SWITCH BANK - 2, 1 THRU 9
 1 [B319007141] LED LIGHT MONITOR - 16 LIGHT SYSTEM
 1 [B320306141] ADDITIONAL DOME LIGHTS-LED, EFX
 1 [B323012000] LIGHT-LED DOME MOUNTED OVER DRIVER & STEPWELL
 1 [B329002000] STEP LIGHT SWITCH (IGNITION ON)
 1 [B329021000] FLUSH MTD EXTERIOR LED LIGHT-ENT DOOR
 1 [B329609000] LIGHT-LED STEPWELL - EFX
 1 [B333113000] 7" LED FRONT DIRECTIONAL LIGHTS - EFX
 1 [B336002000] LAMPS-STOP/TAIL/DIRECTIONAL AMBER/REVERSE LED
 1 [B339302000] LAMPS-STOP/TAIL 4"FLUSH-MOUNT LED
 1 [B339501000] LAMPS-LICENSE PLATE ILLUMINATION LED
 1 [B339602000] LAMP - LED REAR SIDE SKIRT, TRANSIT
 1 [B342200002] SIDE DIRECTIONAL-PIN AMBER TURN,CEBTER FRONT WHEEL
 1 [B342200008] SIDE DIRECTIONAL-PIN AMBER TURN,MIDSHIP
 1 [B342200012] SIDE DIRECTIONAL-PIN AMBER TURN,CENTER REAR WHEEL
 1 [B357605000] STROBE LGT(S) OPERATIONS W/IGNITION&SWITCH
 1 [B358028006] LED WARNING LIGHTS - STROBE,FOUR(4)AMBER & FOUR (4) RED LENS
 1 [B358204000] HALOGEN 8-LIGHT WARNING SYSTEM

1 [B364053000] MARKER/ID LAMPS - LED PIN TYPE
1 [B364054000] MID-MARKER LAMPS - LED PIN TYPE
1 [B368503000] HEADLAMPS - ALTERNATELY FLASHING - EF
1 [B368505000] HEADLIGHTS -LED,W/HEATER TRANSIT
1 [B371019000] STROBE-ECCO 7460CC REAR HOOD CLEAR
1 [B380511000] ENGINE HEATER RECEPTACLE-RS FRONT AT ENTRANCE DOOR
1 [B382910000] SWITCH - ENTRANCE DOOR, THREE POSITION
1 [B383300000] NOISE SUPPRESSION SWITCH
1 [B403003000] HEATER - LEFT SIDE, 15,000 BTU
1 [B411202000] GROCO CENTRIFUGAL BOOSTER PUMP
1 [B412012050] 84,000 BTU HEATER - 12TH SECTION LEFT SIDE
1 [B421604000] GATES BLUE STRIPE HEATER HOSE - RIGHT FRONT HEATER
1 [B421612141] HEATER HOSE - GATES BLUE STRIPE, REAR HEATER
1 [B502015000] AIR DOOR CONTROLLER/NON-STANDARD-EFX
1 [B503009000] EXTERIOR DOOR HANDLE
1 [B503503829] AIR, ELECTRIC OR MANUAL OPER O/O ENT DOOR, NO VANDALOCK-EFX
1 [B504601700] 141828_N
1 [B505500000] RIGHT SIDE DOOR - NONE
1 [B505600000] LEFT SIDE DOOR - NONE
1 [B518206000] VANDALOCK - AIR-OPERATED OUTWARD OPENING ENTRANCE DOOR
1 [B519015000] LATCH-LOCK DEF ACCESS DOOR
1 [B525281002] HATCH-RF ESC SPEC ADVANTAGE H1975-025-111 ENGLISH (2)
1 [B531000141] 78" HEADROOM
1 [B533611000] ACOUSTIC HEADLINING - VESTIBULE MVP-EF
1 [B538007000] FUEL FILLER DOOR WITH LOCK AND SPRING
1 [B542002000] 20 GAUGE SMOOTH SIDE SHEETS
1 [B543000141] BOTTOM RAIL
1 [B546000000] LOWER REAR RAILS
1 [B546001000] EXTENDED REAR WINDOW RAILS
1 [B565902000] MUD FLAPS - REAR, RUBBER, 22" WIDE WITH LOGO
1 [B566001000] MUD FLAPS - FRONT, RUBBER, 15"W WITH LOGO
1 [B567000000] TOW HOOKS - TWO (2)
1 [B571001000] FENDERETTES - FOUR (4)
1 [B575532000] EXTRA ASSIST RAIL, R/S - MANUAL DOOR
1 [B579100000] OMIT STATIC VENTILATOR
1 [B582000000] LABEL - QR, VEHICLE DATA
1 [B583127000] SPECIAL DATA LABEL - TENNESSEE
1 [B583175000] LABEL - U.S. CERTIFICATION
1 [B585740000] ELECTRIC-DEFENDER XING CONTROL ARM
1 [B596015002] LUGGAGE COMPARTMENT - SIDE MOUNT LS 100"
1 [B596016002] LUGGAGE COMPARTMENT - SIDE MOUNT RS 100"
1 [B599000002] BATTERY HOLD DOWN BRACKET - STANDARD 3 BATTERY
1 [B599063000] BATTERY BOX - STANDARD
1 [B599335000] BODY ADJUSTMENT-MVP-EF 2010 EPA
1 [B599343EFX] EFX BODY ADJUSTMENT
1 [B599349000] BODY ADJUSTMENT-EFX 2013 EPA
1 [B599900001] APPLICATION - SCHOOL
1 [B610000097] SEAT BELT - DRIVERS SEAT
1 [B620039090] KICK PLATE/MODESTY PANEL-39"VERT, WALL-MTD BARRIER,RT SIDE
1 [B640139200] 39" BARR-VERT,WALL MT 45"H RS 2009
1 [B640239000] 39"8DEG BARR-REV. WALL-MT 45"H 2009
2 [B660025121] PROFORM EDO GRAY UPHOLSTERY-45"HIGH RECESSED BARRIER
22 [B700701002] TINT TEMP GLASS-COMP (28.5")
2 [B700702002] TINT TEMP GLASS-COMP(28.5")+10
1 [B700900003] WINDOW STOPS (12")
1 [B817001000] ANTIFREEZE-34F, EXTENDED LIFE COOLANT (MVP-EF)
1 [D50601F141] PAINT-EXTERIOR ROOF WHITE 6"
1 [D5061SC141] PAINT-EXT WDO AREA SAME AS BODY
1 [D506347000] PAINT-EXT GRD RAIL @ WINDOW BLACK
1 [D506447000] PAINT-EXT GRD RAIL @ SEAT BLACK
1 [D506547000] PAINT-EXT GRD RAIL @ FLOOR BLACK
1 [D506647000] PAINT-EXT GRD RAIL @ SKRT BLACK
1 [D506747002] PAINT-EXT BUMPERS FRT/RR BLACK
1 [D510646141] PAINT-SOLID COLOR YELLOW
1 [D622300000] LABEL-GHG CERTIFICATION ENGLISH
1 [D900104001] SEAT-DRIVER NATIONAL W/HEAT
1 [D900302001] ARMREST NATIONAL DRVR'S ST. BOTH SIDES
1 [D900403003] UPH DR.ST.FABRIC BLK NATIONAL
1 [D900503007] PEDESTAL-NATIONAL AIR W/2 SHOCKS

1 [D900602001] COVER PEDASTAL NATIONAL NONE
 1 [D900702001] SLIDE STOP NATIONAL DR.ST. NONE
 1 [D900802002] RETAINER NATIONAL DR.ST.BELT
 1 [D900902001] POUCH-DR.ST.STORAGE NONE
 1 [D901200003] RISER-DRIVERS SEAT, NATIONAL NONE
 1 [D901600001] ELEC-PEDESTAL, HEATED SEAT NAT
 14 [D950139000] IMMI SBR 39" LS WALL MNT NO BELTS
 14 [D950239000] IMMI SBR 39" RS WALL MNT NO BELTS
 30 [D95040P166] FIREBLOCK GRAY UPHOLSTERY - IMMI SBR PASSENGER SEAT
 1 [D950739000] IMMI SBR 39" LS WALL MNT THIN NO BELTS-SBR 39 LS WL THN
 1 [D950839000] IMMI SBR 39" RS WALL MNT THIN NO BELTS
 1 [D950D00000] HARDWARE-SBR WALL MOUNT TRANSIT
 1 [D950H00000] HARDWARE-SBR WALL MT 6DEG

Optional Equipment - Chassis:

| | | |
|---|--------------|---|
| 1 | [C114900100] | REMOTE AIR RESERVOIR DRAINS - LEFT SIDE |
| 1 | [C115807000] | AIR DRYER-BENDIX AD- IP W/HTR CUMMINS ISB-200 2013 EPA |
| 1 | [C117202000] | AIR ACCESSORY SYSTEM (MVP-EF EQUIPPED WITH AIR BRAKES) |
| 1 | [C136007000] | DET FRONT AXLE - 14,600 LB. VS. STANDARD |
| 1 | [C136501000] | LEECE-NEVILLE 240 AMP ALTERNATOR CUMMINS-ISB (EF) |
| 1 | [C145134000] | AXLE - REAR, DET 23K, 5.22 RATIO |
| 1 | [C181618000] | TRIPLE 12-VOLT BATTERIES CUMMINS ISB EFX - 2013 EPA |
| 1 | [C184501000] | CIRCUIT BREAKERS-MANUAL RESET - MVP-EF |
| 1 | [C206300000] | AIR DISC BRAKES, FRONT - EFX |
| 1 | [C206301000] | AIR DISC BRAKES, REAR - EFX |
| 1 | [C207030000] | ANTILOCK BRAKES(AIR)-MERITOR/WABCO FOR REAR AXLE (8) |
| 1 | [C207211000] | ELECTRONIC STABILITY CONTROL - EFX AIR BRAKES |
| 1 | [C207905000] | CUMMINS ISB TURBO BRAKE |
| 1 | [C221003000] | CRUISE CONTROL - CUMMINS ISB ENGINE |
| 1 | [C221275000] | VEHICLE SPEED LIMITING(75 MILES PER HOUR SETTING) |
| 1 | [C230006000] | COOLANT RECOVERY BOTTLE - MVP-EF |
| 1 | [C230539000] | FUEL/WATER SEPARATOR WITH HEATER - EFX, CUMMINS ISB |
| 1 | [C230602129] | WATER FILTER CUMMINS ISB-260 2013 EPA |
| 1 | [C231605000] | BLOCK HEATER - 750 WATT, 120 VOLT (CUMMINS ISB'02) |
| 1 | [C231610000] | 6' BLOCK HEATER ELECTRIC CORD - FRONT/REAR RECEPTACLE |
| 1 | [C236920000] | HOSES-RBR,ADVNCED GRD(GATES BLU STRIPE)W/CONSTNT TRQ CLMP |
| 1 | [C241014260] | CUMMINS B6.7-260 ENGINE (EFX) 2013 EPA |
| 1 | [C336501000] | 100 GALLON FUEL TANK BETWEEN THE RAILS |
| 1 | [C340501000] | TOW HOOKS, FRONT - TWO (2) |
| 1 | [C341507000] | 163 3/8<w:br/> REAR FRAME OVERHANG |
| 1 | [C362302000] | SOLID STATE ELECTRONIC FLASHER FOR HAZARD LIGHTS |
| 1 | [C367401000] | TWO WAY RADIO PREP POWER LEAD |
| 1 | [C367626000] | DAYTIME RUNNING LIGHTS - MVP-EF |
| 1 | [C367629000] | LED UNDERBODY LAMP REAR, TRANSIT |
| 1 | [C367631000] | LED LIGHT WIRING-SKIRT,REAR OF REAR WHEEL |
| 1 | [C386005000] | SYNTHETIC LUBE STD W/AXLE |
| 1 | [C386006000] | SYNTHETIC LUBE STANDARD W/Front AXLE |
| 1 | [C430407000] | FRONT SUSPENSION CAPACITY - 14,600 LB. |
| 1 | [C440501000] | FREIGHTLINER <w:br/>AIRLINER<w:br/> RR SUSPENSION-8 5/8<w:br/> BRAKES,23K LBS |
| 6 | [C528007001] | HANKOOK-11R22.5 16PLY AH37 |
| 1 | [C599324000] | ENGINE MODEL YEAR 2024 |
| 1 | [C599343EFX] | EFX CHASSIS ADJUSTMENT |
| 1 | [C600001000] | PARKING BRAKE INTERLOCK |
| 1 | [C602808129] | ALLISON 3000 PTS TRANSMISSION CUMMINS ISB-260 2013 EPA |
| 1 | [C602912129] | 6SPEED SHIFT CONTL-3000 PTS |
| 1 | [C605000101] | ALLISON FUEL SENSE-BASIC, DSS MED |
| 1 | [C605200000] | ALLISON 6 GENERATION CONTROL |
| 1 | [C656501000] | HUB-PILOTED WHEEL EQUIPMENT - 23,000 LB AXLE |
| 6 | [C657007000] | DISC WHEEL - ACCU-LITE ALUMINUM (HUB PILOTED)8.25X22.5 |
| 1 | [C8-WAR-002] | WARRANTY - 3 YEAR 50K MILES-EFX CHAS |

April 23, 2025

Rutherford County SourceWell Pricing, 90 pax Safe-T-Liner EFX School bus
TBB Bus Order #'s 240984, 240986, 240987, 240988, 240989

MSRP

Starting Safe-T-Liner EFX 84 pax MFRP **\$182,866.00**

Delivery from Thomas bus and to MSBC SBG **1,287.00**

Required items to meet state of Tn. Standards, included but not limited to:
Two 39" school bus seats, all out warning device, two dash defroster, Fire Block,
fans, Back-up alarm w/112DBS, strobe 8way warning lights, 84K BTU wear heater,
4th rub-rail, tow hooks, block heater, 2" Yellow reflective tape exterior, FAK, BFK,
Triangles, bumper crossing arm, noise suppressant switch and many others. **10,528.00**

Rutherford County desired options included but not limited to: 5/8" exterior grade
plywood, tinted side windows, stereo w/ speakers, Heated and remote-controlled
mirrors, LED exterior lights, LED light monitor, roof strobe light w/ guard, driver's
heater, air door control w/vandal lock, mud flaps, right side handrail,
23K lb GVWR rear axle, 23K lb. GVWR rear air ride suspension, 3000 CCA Batteries,
air disc brakes, cruise control, driver's arm rest, Aluminum Alloy Wheels
heated air ride driver's seat, left side luggage, right side luggage, LED stop arm,
sound abatement pkg, 3mo/50K mile bumper to bumper, 260 HP engine, PTS3000
Transmission w/ 6 speeds, 100 gal fuel tank, and more. **33,216.00**

Dealer add-ons included but not limited to: lettering and numbers
Garbage can and mount, doc holder, windshield hammer, wash, 5 pocket barrier
Cover 1 oil change and filters / service per year and more. **3,500.00**

MSRP Total **\$231,397.00**

Minimum 20% to 25% TBB offered discount as listed in bid document.. (25%) **(\$57,849.00)**

SourceWell advertised sales price after largest discount available (25%) **\$173,548.00**

Additional discount available from Dealer and Manufacturer (\$1,548.00)

SourceWell Ending sales Price to Rutherford County Schools per bus \$172,000.00

Additional discount available from Dealer & Manufacturer with 3 or more buses (\$2,000.00)

SourceWell Ending sales Price to Rutherford County Schools per bus \$170,000.00

NEW Pricing 2/1/25

THOMAS BUILT BUS – SOURCEWELL SCHOOL BUS PROGRAM PRICING MATRIX

The prices listed below represent a complete school bus vehicle Base Price Level for school bus models offered by Thomas Built Buses, which are configured and specified only to meet U.S. Federal FMVSS and Canadian CMVSS standards. These are BASIC school bus configurations – these do not meet all required State/Provincial or local requirements. Minotour pricing is subject to availability GMC/Ford chassis. All prices are in US Dollars. Canadian pricing will be determined by dealer due to the fluctuation in exchange rates.

IMPORTANT: Your school bus specifications and pricing must be configured by your local Thomas Built Bus dealer to meet all mandatory State and local regulatory requirements.

There are many other school bus configurations, passenger capacities, and factory and dealer-installed options, which are available through your Thomas Built Bus dealer. Your Thomas Bus dealer consultant will provide expert specification consultation to meet your specific application requirements, and will include these into the final price quotation. Please contact your local Thomas Built Bus dealer representative for a complete analysis of your school bus operation. They can provide guidance and recommendations to best achieve your overall school transportation objectives.

All Thomas Built Bus dealer pricing will adhere to the approved provisions of the Sourcewell agreement.

Freight, pre-delivery, dealer installed components or other non-factory installed costs will be added to the final dealer price quotation.

| MODEL | CONFIGURATION | PASSENGER CAPACITY | ENGINE TYPE | BRAKE SYSTEM | MSRP | BASE PRICE (US Dollars) |
|-----------------|-----------------------------|--------------------|-------------|--------------|-----------|-------------------------|
| Saf-T-Liner C2 | Type C Conventional | 60 | Diesel | Hydraulic | \$148,938 | \$118,960 |
| Saf-T-Liner C2 | Type C Conventional | 60 | Diesel | Air | \$149,890 | \$119,912 |
| Saf-T-Liner C2 | Type C Conventional | 66 | Diesel | Hydraulic | \$155,971 | \$123,017 |
| Saf-T-Liner C2 | Type C Conventional | 66 | Diesel | Air | \$156,923 | \$123,969 |
| Saf-T-Liner C2 | Type C Conventional | 72 | Diesel | Hydraulic | \$162,650 | \$126,658 |
| Saf-T-Liner C2 | Type C Conventional | 72 | Diesel | Air | \$163,602 | \$127,610 |
| Saf-T-Liner C2 | Type C Conventional | 78 | Diesel | Hydraulic | \$169,624 | \$130,391 |
| Saf-T-Liner C2 | Type C Conventional | 78 | Diesel | Air | \$170,576 | \$131,343 |
| Saf-T-Liner EFX | Type D Transit-Front Engine | 78 | Diesel | Air | \$179,935 | \$136,751 |
| Saf-T-Liner EFX | Type D Transit-Front Engine | 84 | Diesel | Air | \$182,866 | \$138,978 |
| Saf-T-Liner HDX | Type D Transit-Rear Engine | 78 | Diesel | Air | \$195,823 | \$150,784 |

February 1, 2025

THOMAS BUILT BUS – SOURCEWELL SCHOOL BUS PROGRAM PRICING MATRIX

| | | | | | | |
|-----------------|------------------------------|----|----------|-----------|-----------|-----------|
| Saf-T-Liner HDX | Type D Transit-Rear Engine | 84 | Diesel | Air | \$199,739 | \$153,799 |
| Minotour | Type A DRW (dual rear wheel) | 24 | Gasoline | Hydraulic | \$86,331 | \$76,401 |
| Minotour | Type A DRW (dual rear wheel) | 30 | Gasoline | Hydraulic | \$91,294 | \$80,371 |
| Saf-T-Liner C2 | Type C Conventional | 72 | Electric | Air | \$448,672 | \$358,937 |
| Saf-T-Liner C2 | Type C Conventional | 78 | Electric | Air | \$453,181 | \$362,545 |

**Solicitation Number: RFP #102623****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Thomas Built Buses, Inc., 1408 Courtesy Road, High Point, NC 27260 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for School Buses with Related Accessories, Supplies, Parts, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 22, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier's authorized dealers, distributors, or resellers network, as applicable, will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. Supplier will not be responsible for non-contract items added by Supplier's authorized dealers, distributors, or resellers, as applicable.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier's authorized dealers, distributors, or resellers network, as applicable, must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier's authorized dealers, distributors, or resellers network, as applicable, may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier's authorized dealers, distributors, or resellers network, as applicable, determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's authorized dealers, distributors, or resellers may be required to perform work at government-owned facilities, including schools. Supplier's authorized dealers, distributors, or resellers and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier's authorized dealers, distributors, or resellers network, as applicable, may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier's authorized dealers, distributors, or resellers network, as applicable, in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed



assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. This Section 11 will not apply to the extent that a claim results from Sourcewell or Participating Entities' negligence, gross negligence, or willful misconduct.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, authorized dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default, other than payment obligations, caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on a claims made basis and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract. Products & Completed Operations coverage can be met via the use of an Umbrella Policy.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that

neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

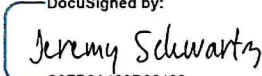
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

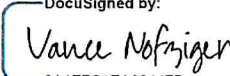
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/13/2023 | 8:20 AM CST

Thomas Built Buses, Inc.

DocuSigned by:

By: 0A1E7C1EA06447D...
Vance Nofziger
Title: Strategic Pricing General Manager
Date: 12/13/2023 | 7:36 AM CST

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 12/13/2023 | 8:22 AM CST

RFP 102623 - School Buses with Related Accessories, Supplies, Parts, and Services

Vendor Details

Company Name: Thomas Built Buses, Inc.

Does your company conduct business under any other name? If yes, please state: No

Address: 1408 Courtesy Road
High Point, NC 27260

Contact: Casandra Parnell

Email: casandra.parnell@daimlertruck.com

Phone: 336-906-3085

Fax: 336-881-7204

HST#: 56-0427960

Submission Details

Created On: Friday September 08, 2023 09:02:56

Submitted On: Friday October 20, 2023 12:50:09

Submitted By: Casandra Parnell

Email: casandra.parnell@daimlertruck.com

Transaction #: fd759dcd-eed7-4f64-a38e-84b22bcafb73

Submitter's IP Address: 163.116.252.76



RFP #102623
REQUEST FOR PROPOSALS
for
School Buses with Related Accessories, Supplies, Parts, and Services

Proposal Due Date: October 26, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for School Buses with Related Accessories, Supplies, Parts, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 26, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

| | |
|---------------------------------|---|
| Public Notice of RFP Published: | September 7, 2023 |
| Pre-proposal Conference: | September 26, 2023, 10:00 a.m., Central Time |
| Question Submission Deadline: | October 18, 2023, 4:30 p.m., Central Time |
| Proposal Due Date: | October 26, 2023, 4:30 p.m., Central Time Late responses will not be considered. |
| Opening: | October 26, 2023, 4:30 p.m., Central Time See RFP Section V.G. "Opening" |

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for School Buses with Related Accessories, Supplies, Parts, and Services, including, but not limited to:
 - a. School buses as classified by type:
Type A;
Type C; and,
Type D
 - b. A wide range of school buses by: 1) engine type, to include conventional internal combustion, natural gas or propane autogas, hybrid or alternative fuel, and electric powered solutions; 2) seating configurations; and, 3) optional equipment offerings.
 - c. Proposers may include multifunction school activity buses, prison buses, and EVSE equipment, software, and related products specific to the solutions offered in their proposal, provided that they are complementary to a Proposer's offering of Type A, Type C, and Type D school buses.
 - d. Proposers may offer related accessories, supplies, parts, and services to the extent that they are incidental to the offering of the type(s) of buses described in subsection 1.a. above.
2. This solicitation should NOT be construed to include:
 - a. Mass transit or commercial buses.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920); and,
 - b. Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories (RFP #091521).

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$100 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcwell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcwell become a part of the RFP and will be delivered to potential proposers through the Sourcwell Procurement Portal. Sourcwell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcwell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcwell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcwell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcwell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcwell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcwell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcwell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcwell is solely determined by the Sourcwell Procurement Portal web clock.

In the event of problems with the Sourcwell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcwell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcwell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the

proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

| | |
|---|-------------|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |
| Warranty | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| TOTAL POINTS | 1000 |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A

protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



09/08/2023

Addendum No. 1

Solicitation Number: RFP 102623

Solicitation Name: School Buses with Related Accessories, Supplies, Parts, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can a school bus dealer be part of the RFP process with their buses or are applicants limited to OEMs?

Answer 1:

Sourcewell does not limit the proposers in any given solicitation. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Can EV chargers be included in this RFP even though they are covered under other Sourcewell contracts?

Answer 2:

Refer to RFP Section II. B. c., proposers may include EVSE equipment provided that it is complementary to their offering of Type A, Type C, and Type D school buses.

End of Addendum

Acknowledgement of this Addendum to RFP 102623 posted to the Sourcewell Procurement Portal on 09/08/2023, is required at the time of proposal submittal.



09/11/2023

Addendum No. 2

Solicitation Number: RFP 102623

Solicitation Name: School Buses with Related Accessories, Supplies, Parts, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a way that the questionnaire on the submission screen can be downloaded in a Word for Excel Format?

Answer 1:

After selecting "Start Submission," a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF," if a downloadable PDF of the questionnaire tables is desired.

Question 2:

Page 7 - B. Administrative Fee: Is the administrative fee ONLY if equipment is purchased under the contract, no as a quarterly fee, correct?

Answer 2:

Administrative fees are calculated as a percentage (%) of total sales during a calendar quarter. Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 3:

Table 14A & 14B - Depth and Breadth of Offered Equipment Product & Services: Are these two the same or is 14B a continuation of 14A?

Answer 3:

Table 14A and 14B contain separate and distinct questions. A proposer may describe its equipment, products, and services Tables 14A and 14B of the Portal questionnaire and in the supporting documentation, as applicable. Proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 102623 posted to the Sourcewell Procurement Portal on 09/11/2023, is required at the time of proposal submittal.



09/14/2023

Addendum No. 3

Solicitation Number: RFP 102623

Solicitation Name: School Buses with Related Accessories, Supplies, Parts, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Solicitation Schedule - Pre-Proposal Conference, how many individuals can attend this pre-proposal conference from on bidder?

Answer 1:

There is no limit imposed on the number of individuals that may attend the pre-proposal conference. Following the live conference, a link to the recording will be sent via email.

Question 2:

Page 4. 3.(b) Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories (RFP #091521). Is Sourcewell seeking quotes for the equipment or product, or can we provide this as an option for Sourcewell Entities to select? If so, can we provide this information with the statement - cost to be determine after site visit and entity requirement?

Answer 2:

RFP Section III. B. 3. identifies equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell that have been excluded from consideration under this RFP. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of this RFP will be included in any contract awarded by Sourcewell.

Question 3:

Page 6. Additional Consideration-2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and with cooperation, collaboration, or collusion. We are an OEM with subsidiary in US and Canada under one umbrella. Each subsidiary has its own FEIN, but the parent company name is the same. Will we need to submit one response for US and one for Canada, or will that disqualify us? Or, do we need to submit only one submission to include all the detail for both US and Canada?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 4:

Page 6. Additional Consideration- 2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and with cooperation, collaboration, or collusion. We are an OEM with several dealer networks across the US that are authorized to sell our buses. Could the dealer submit a separate proposal with our models listed on their proposal?

Answer 4:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Only those products and services within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 5:

Page 6-7. III. Pricing – A. Requirements, will Sourcewell provide a detail price form or can the bidder provide their own price form?

Answer 5:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with its business methods and satisfies the requirements of RFP Section III. – Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 6:

Page 6-7. III. Pricing - A. Requirements 3. Stated in US and Canadian dollars. Is Sourcewell seeking separate price forms - One for US and one for Canada?

Answer 6:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 7:

Is there a link to join in the Pre-Proposal Conference on September the 26th.

Answer 7:

Registered plan takers will receive log-in instructions via email two business days prior to the online conference.

End of Addendum

Acknowledgement of this Addendum to RFP 102623 posted to the Sourcewell Procurement Portal on 09/14/2023, is required at the time of proposal submittal.



09/18/2023

Addendum No. 4

Solicitation Number: RFP 102623

Solicitation Name: School Buses with Related Accessories, Supplies, Parts, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Page. 6-7 - III. Pricing - A. Requirements: Q. What are the delivery locations that are in the US and Canada?

Answer 1:

Refer to RFP Section I. A. – Sourcewell, “Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada.”

Question 2:

Page. 6-7 - III. Pricing - A. Requirements: Q. I don't see anything about taxes in the RFP, does that mean these school buses are tax exempt?

Answer 2:

Refer to Section 3. B. – Sales Tax of the Sourcewell contract template, “Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.”

End of Addendum

Acknowledgement of this Addendum to RFP 102623 posted to the Sourcewell Procurement Portal on 09/18/2023, is required at the time of proposal submittal.



09/22/2023

Addendum No. 5

Solicitation Number: RFP 102623

Solicitation Name: School Buses with Related Accessories, Supplies, Parts, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would this opportunity include vendors that supply fasteners, chemicals, and hand tools?

Answer 1:

In the competitive process, Sourcewell will not pre-evaluate a proposer's equipment, product, or services offering or advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 102623 posted to the Sourcewell Procurement Portal on 09/22/2023, is required at the time of proposal submittal.



09/25/2023

Addendum No. 6

Solicitation Number: RFP 102623

Solicitation Name: School Buses with Related Accessories, Supplies, Parts, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In regards to Exceptions, we are to upload them via Redline under Bid Documents section. I do not see any reference to Redline under this section. I did find the Exception field to upload a file. What is Redline referring to?

Answer 1:

If you wish to propose exceptions to the contract, use the contract template found in the "Bid Documents" section to redline those changes. Once complete, upload the document to the "Requested Exceptions" field during Step 2 – "Documents" of the proposal submission process in the Sourcewell Procurement Portal. Proposed exceptions are not mandatory and are subject to review and approval.

End of Addendum

Acknowledgement of this Addendum to RFP 102623 posted to the Sourcewell Procurement Portal on 09/25/2023, is required at the time of proposal submittal.



09/27/2023

Addendum No. 7

Solicitation Number: RFP 102623

Solicitation Name: School Buses with Related Accessories, Supplies, Parts, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Question 71: Within this RFP category there may be subcategory of solutions. List subcategory titles that best describe your products and services. Can Sourcewell please clarify this question, are you seeking options that can be added to the bus or another name to the product being offered and its description?

Answer 1:

Proposers may identify descriptors that may be relevant to the offered equipment, products, and services.

Question 2:

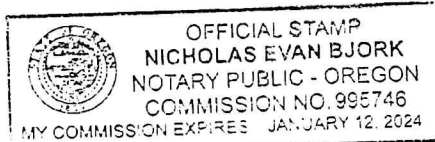
Will the awardee be allowed to add more dealers once the cooperative agreement and contract have been executed?

Answer 2:

Proposers may add new dealers as needed. Refer to template contract Section 2. C. – Dealers, Distributors, and/or Resellers, for the manner in which an awarded supplier provides sales or service provider updates during the contract term.

End of Addendum

Acknowledgement of this Addendum to RFP 102623 posted to the Sourcewell Procurement Portal on 09/27/2023, is required at the time of proposal submittal.



**SOURCEWELL
SCHOOL BUSES WITH RELATED
ACCESSORIES, SUPPLIES, PARTS,
AND SERVICES**

Proposals due 4:30 pm,
October 26, 2023

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **School Buses with Related Accessories, Supplies, Parts, and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 26, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Sep. 8, 2023. 2537224

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Brandon Town
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

09/07/2023, 09/14/2023

and that the fees charged are legal.
Sworn to and subscribed before on 09/14/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$40.25

Order No: 9232943

of Copies:

Customer No: 727698

1

PO #: School Buses

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **School Buses with Related Accessories, Supplies, Parts, and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **October 26, 2023, at 4:30 p.m. Central Time**, and late proposals will not be considered.

9232943 9/7 9/14/23



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Attention: Brandon Town

Sourcewell

PO Box 219

Staples, MN 56479

brandon.town@sourcewell-mn.gov

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for School Buses with Related Accessories, Supplies, Parts, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 26, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

IPL0137971
Sep 7 2023

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:

09/07/23

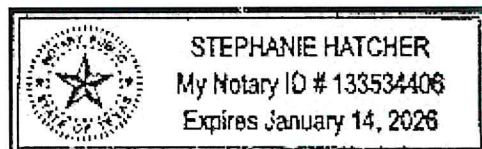
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 7th day of September in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion.

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Proposal Opening Record

Date of opening: October 26, 2023


Sourcewell posted Request for Proposal #102623, for the procurement of School Buses with Related Accessories, Supplies, Parts, and Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, September 7, 2023, and the solicitation remained in an open status within the portal until October 26, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on October 26, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #102623 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

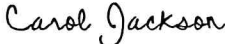
Responses were received from the following:

Bendpak, Inc. - Submitted 10/26/23 at 1:34:30 PM
Betts Truck Parts and Service - Submitted Thu Oct 26, 2023 4:28:25 PM
Collins Bus Corporation - Submitted 10/26/23 at 3:49:52 PM
GreenPower Motor Company, Inc. - Submitted 10/26/23 at 2:32:40 PM
IC Bus - Submitted 10/26/23 at 2:53:23 PM
Lion Buses, Inc. - Submitted 10/25/23 at 12:52:39 PM
Radio Engineering Industries, Inc. (REI) - Submitted 10/24/23 at 1:48:53 PM
RIDE MOBILITY, LLC - Submitted 10/26/23 at 1:36:36 PM
Safety Vision - Submitted 10/26/23 at 9:21:19 AM
Thomas Built Buses, Inc. - Submitted 10/20/23 at 12:50:09 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on October 26, 2023, at 4:33:57 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

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Kim Austin, MBA, CPPB, NIGP-CPP, Procurement Supervisor

DocuSigned by:

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Carol Jackson, Procurement Analyst

49



Proposal Evaluation

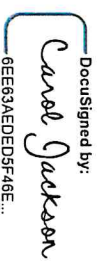
School Buses with Related Accessories, Supplies, Parts, and Services RFP #102623

| | Possible Points | Bendpak, Inc. | Betts Truck Parts and Service | Collins Bus Corporation | GreenPower Motor Company, Inc. | IC Bus | Lion Buses Inc | Radio Engineering Industries, Inc. (REI) | RIDE MOBILITY, LLC | Safety Vision | Thomas Built Buses, Inc. |
|---|-----------------|---------------|-------------------------------|-------------------------|--------------------------------|--------|----------------|--|--------------------|---------------|--------------------------|
| Conformance to RFP Requirements | 50 | | | | | | | | | | |
| Pricing | 400 | | | 40 | 43 | 43 | 44 | | 40 | | 44 |
| Financial Viability and Marketplace Success | 75 | | | 306 | 326 | 303 | 335 | | 278 | | 318 |
| Ability to Sell and Deliver Service | 100 | | | 70 | 51 | 71 | 66 | | 68 | | 71 |
| Marketing Plan | 50 | | | 83 | 73 | 88 | 81 | | 72 | | 88 |
| Value Added Attributes | 75 | | | 42 | 41 | 42 | 43 | | 42 | | 42 |
| Warranty | 50 | | | 64 | 64 | 67 | 64 | | 59 | | 65 |
| Depth and Breadth of Offered Equipment, Products, or Services | | | | 39 | 43 | 39 | 41 | | 42 | | 41 |
| Total Points | 200 | | | 160 | 154 | 168 | 165 | | 171 | | 183 |
| | 1,000 | | | 804 | 795 | 821 | 839 | | 772 | | 852 |
| Rank Order | | | | 4 | 5 | 3 | 2 | | 6 | | 1 |

DocuSigned by:

 Scott Dobereiner
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Scott Dobereiner, CPPO, NIGP-CP, Procurement Analyst

DocuSigned by:

 Carol Jackson
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Carol Jackson, Procurement Analyst

DocuSigned by:

 Ashley Powers
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Ashley Powers, Procurement Analyst

DocuSigned by:

 Nicole Luetth
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Nicole Luetth, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #102623
Entitled

School Buses with Related Accessories, Supplies, Parts, and Services

The following advertisement was placed September 7, 2023 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, September 8, 2023 in Oregon's *Daily Journal of Commerce*, and September 7 and September 14, 2023 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for School Buses with Related Accessories, Supplies, Parts, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 26, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

| | |
|-------------------------------|--|
| Aktiv Solutions | Jasper-Weller, LLC |
| Bendpak, Inc. | Lion Buses, Inc. |
| Betts Truck Parts and Service | Mondial Automotive, Inc. |
| BorgWarner | Motiv Power Systems, Inc. |
| BYD CANADA | Napa Auto Parts |
| BYD Motors, LLC | Neopart Transit, LLC |
| Capital Filtrations, Inc. | Parts for Trucks, Inc. |
| Collins Bus Corporation | PWXPress |
| Creative Bus Sales, Inc. | Radio Engineering Industries, Inc. (REI) |
| Cummins, Inc. | RIDE MOBILITY, LLC |
| D&N Leasing Company | Rugged Race Products, Inc. |

| | |
|--|------------------------------------|
| Diamond International Trucks, Ltd. | Safety Vision |
| DjBari' Designs, LLC | Siemens Industry, Inc. |
| Endera Motors | Thomas Built Buses, Inc. |
| eRepublic, Inc. | TINA'S Green Energy Solutions, LLC |
| ForeFront Power, LLC | Transit Team, Inc. |
| General Parts, Incorporated dba Carquest, Advance Auto Parts, General Parts Distribution, LLC | Vehicle Maintenance Program |
| GreenPower Motor Company, Inc. | Wurth USA, INC. |
| IC Bus | Zebra Technologies |

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on October 26, 2023 at 4:33:57 pm CT. Proposals were received from the following:

Bendpak, Inc.
 Betts Truck Parts and Service
 Collins Bus Corporation
 GreenPower Motor Company, Inc.
 IC Bus, LLC
 Radio Engineering Industries, Inc. (REI)
 RIDE MOBILITY, LLC
 Safety Vision
 The Lion Electric Company dba Lion Buses, Inc.
 Thomas Built Buses, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Carol Jackson, Procurement Analyst
 Ashley Powers, Procurement Analyst
 Nicole Lueth, Procurement Analyst
 Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Bendpak, Inc., Betts Truck Parts and Service, Radio Engineering Industries, Inc. (REI), and Safety Vision, fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Collins Bus Corporation manufactures Type A gas and electric, single, and dual rear wheel buses. They sell and service their buses throughout the United States and Canada via their internal sales and service teams and in conjunction with an independently owned third party network of 49 dealers. They provide a solid warranty that covers all products, including parts and labor. Collins Bus Corporation participates in the EPA Clean School Bus Program to bring cleaner emission vehicles into US school districts. Collins Bus Corporation offers a solid price discount to all Sourcewell participating entities.

IC Bus, LLC, a wholly-owned subsidiary of Navistar, Inc., manufactures Type C and D buses, activity buses, and prison buses. The buses are available in gas, diesel, or electric engines. IC Bus is able to serve Sourcewell participating entities in the United States and Canada with over 850 dealer locations spread throughout North America. They are offering Sourcewell solid price discounts, with additional volume discounts.

The Lion Electric Company offers turn-key Type C, D electric school and activity buses. With LionEnergy, they help fleets identify and choose optimal charging stations for their electric buses and manage the elements involved in infrastructure installation. They serve all of Canada and the United States using direct sales and dealerships. Their competitive pricing includes a discount exclusively for Sourcewell participating entities. They also provide a comprehensive warranty program for all vehicles, including the High-Voltage Battery System.

Thomas Built Buses manufactures Type A, C, D school, activity, and prison buses. The buses are available in gas, diesel, or electric engines. Thomas Built Buses has an independent dealer network encompassing all 50 states and 9 Canadian provinces. Dealers also have access to service support through over 450 dealer-authorized satellite service support facilities. They are offering Sourcewell participating entities a substantial discount off MSRP.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #102623 to:

| | |
|---------------------------|---------------|
| Collins Bus Corporation | #102623-COLNS |
| IC Bus, LLC | #102623-ICB |
| The Lion Electric Company | #102623-LON |
| Thomas Built Buses, Inc. | #102623-TBB |

The preceding recommendations were approved on December 12, 2023.

DocuSigned by:

Carol Jackson

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Carol Jackson, Procurement Analyst

DocuSigned by:

Ashley Powers

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Ashley Powers, Procurement Analyst

DocuSigned by:

Nicole Lueth

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Nicole Lueth, Procurement Analyst

DocuSigned by:

Scott Dobereiner

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Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #102623 for School Buses with Related Accessories, Supplies, Parts, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

Jeremy Schwartz

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

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**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

8/15/2023

Resolution No. 2023_20

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Linda Arts

0EF5785E1EAD4CF...
Clerk to the Board of Directors

Thomas Built Buses #102623-TBB

Pricing for contract 102623-TBB offers Sourcewell participating agencies the following discounts:

- 20% – 25% discount off standard pricing

Thomas Built Buses

School buses

#102623-TBB

Maturity Date: 12/22/2027

Website: thomasbuiltbuses.com/sourcewell

Products & Services

Buy Sourcewell

Documents

Contact Information

4/3/24, 3:34 PM

Thomas Built Buses: Contract 102623-TBB | Sourcewell

Products & Services

Sourcewell contract 102623-TBB gives access to the following types of goods and services:

o Saf-T-Liner® C2 diesel

o Saf-T-Liner® C2 Jouley® all-electric bus

o Saf-T-Liner® HDX diesel

o Saf-T-Liner® EFX diesel

o Minotour® type A

o Electric Bus Authority

o Daimler Truck Financial



BID QUOTE

SUBMITTED TO: Rutherford County Schools
PASSENGERS: 90
BUS TYPE: 2026 Blue Bird All American T3FE
ENGINE MODEL: Cummins ISB 6.7L Diesel
BID PRICE: \$179,286.00

BID SUBMITTED BY: Central States Bus Sales, Inc.
303 Business Park Drive
Lebanon, TN 37090

State Dealer License # 14796 Federal ID #: 43-1051799
Authorized Representative: Chuck Harvill Phone Number: 615-466-5040

Parts and Service Facility Location: 303 Business Park Drive
Lebanon, TN 37090

Delivery: Prior to August 1, 2025

Signature: 

Date: 4/29/2025

*All units meet or exceed State and Federal regulations.
We currently have 4 of these on order and all are available at the price above with delivery before August 1, 2025. All 4 units are subject to prior sale. Price includes 3-year bumper-to-bumper warranty as well as 3-years of preventative maintenance.

BID QUOTE

SUBMITTED TO: Rutherford County Schools
90
PASSENGERS: 2026 Blue Bird All American T3FE
BUS TYPE: Cummins ISB 6.7L Diesel
ENGINE MODEL: \$174,986.00 for 4, \$176,286 for 3, \$177,286 for 2 and
BID PRICE: \$179,286 for 1

BID SUBMITTED BY: Central States Bus Sales, Inc.
303 Business Park Drive
Lebanon, TN 37090

State Dealer License # 14796 Federal ID #: 43-1051799
Authorized Representative: Chuck Harvill Phone Number: 615-466-5040

Parts and Service Facility Location: 303 Business Park Drive
Lebanon, TN 37090

Delivery: Prior to August 1, 2025

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*All units meet or exceed State and Federal regulations.
We currently have 4 of these on order and all are available at the price above with delivery before August 1, 2025. All 4 units are subject to prior sale. Price includes 3-year bumper-to-bumper warranty as well as 3-years of preventative maintenance.

**RUTHERFORD COUNTY BOARD OF EDUCATION BUS TRANSPORTATION
SERVICES CONTRACT SERVICES CONTRACT
SUMMER CAMP**

THIS AGREEMENT is executed and entered into this the _____ day of _____, 20____
by and between _____ (“CONTRACTOR”), and the
Rutherford County Board of Education, 2240 Southpark Drive, Murfreesboro, Tennessee 37128
 (“the Board”). This Agreement ends on 27th day June 2025.

BACKGROUND

CONTRACTOR is an owner-operator of one or more school buses and desires to provide student transportation services for the Board. The Board is willing to contract with the CONTRACTOR for this purpose. Pursuant to TCA § 49-6-2101(e), CONTRACTOR and the Board have mutually agreed that the terms and conditions of this Agreement will govern their relationship from this date forward and will supersede all prior agreements and understandings between them.

AGREEMENT

In consideration of the foregoing and the mutual covenants contained herein, CONTRACTOR and the Board agree as follows:

1. ROLE OF CONTRACTOR

The Board contracts with the CONTRACTOR to provide “daily service” student transportation services for Rutherford County Schools and such “other transportation” as individual schools, clubs, or departments may request.

- 1.1. “Daily services” is defined as all home-to-school and school-to-home transportation of any students of Rutherford County Schools that take place at the beginning or end of the school day for such students. Variations may be made for mid-day runs for students on abbreviated schedules, and locations such as daycares may be designated as the student’s “home” for the purposes of “daily services.”
- 1.2. “Other transportation” is defined as any school-approved transportation of students and Rutherford County Schools personnel other than daily services, e.g. transportation to/from extracurricular events. Daily services must be completed prior to a bus engaging in other transportation.
- 1.3. The Board shall provide liability insurance through Rutherford County’s self-insurance program on all school buses operated by CONTRACTOR to fulfill this Contract in an amount that will cover losses, property damages and bodily injuries to all third parties and protect the CONTRACTOR and CONTRACTOR’s bus drivers for any liability exposure during school related activities in an amount up to \$350,000. In addition, the Board will provide excess carrier insurance coverage up to a coverage limit of \$5,000,000 subject to any limitations and exclusions in Rutherford County’s excess liability insurance policy that will cover losses, property damages, and bodily injuries to all third parties and protect the CONTRACTOR and CONTRACTOR’s bus drivers for any liability exposure during school related activities. CONTRACTOR is responsible to obtain property casualty insurance on CONTRACTOR’s

bus(es) if CONTRACTOR determines to do so. The general liability coverage referenced above shall be subject to the claims arising while CONTRACTOR's bus is on school related activities, in transit to or from school related activities, or in transit for repairs or fuel. Said coverage shall extend to liability claims to third parties caused by uninsured motorists in an amount up to \$350,000. Subject to Rutherford County continuing to carry excess carrier coverage for uninsured and underinsured motorist coverage, the Board will also provide uninsured and underinsured motorist coverage for CONTRACTOR during school related activities, in transit to or from school related activities, and in transit for repairs or fuel for any claims in excess of \$350,000 up to the amount of \$1,000,000, but said coverage will be subject to any limitations and exclusions provided in the Rutherford County's insurance policy with the excess carrier.

2. SPECIFIC DUTIES OF CONTRACTOR

CONTRACTOR will ensure that s/he and any drivers working for CONTRACTOR will perform those duties and services as are customarily performed by school bus drivers in the State of Tennessee and will perform those duties faithfully, conscientiously, and to the best of his/her ability. These specifically include but are not limited to the following:

2.1. Personal Conduct

- a. To engage in no act or omission that endangers the safety and/or wellbeing of any student or places any student at risk.
- b. To establish appropriate rapport with students, parents, and school administrators to ensure proper student management.
- c. To comply with the Board's drug and alcohol policies contained in "Appendix A" of this agreement. Any updates to these policies shall be furnished to CONTRACTOR, and CONTRACTOR will comply with said changes during this Agreement.
- d. To submit to random background checks and drug and alcohol testing as may be required by the policies and procedures of the Board or any governmental agency and/or as may otherwise be necessary to determine the fitness for duty of CONTRACTOR, and to require any driver the CONTRACTOR may employ to submit to these background checks and testing. A copy of the testing protocols is attached in "Appendix A." The initial screening to qualify as a driver shall be paid by the individual being screened, as well as the second test of a split sample when requested by the individual being screened. Random and unplanned drug screening shall be conducted between 8:00 a.m. and 12:00 p.m., Monday through Friday, unless a random or unplanned drug screen is necessary for post-accident review or based on reasonable suspicion.
- e. To ensure all drivers understand that no smoking or use of tobacco products is allowed by any person on any bus or on any Board property at any time.

2.2. Maintenance and Inspection of Buses

- a. To ensure that CONTRACTOR's buses are always clean, well-maintained, in good operating condition, and completely safe for the transportation of students.
- b. To obtain or to have access to one or more substitute school buses capable of

transporting like number of students assigned to the school bus route and to have each such substitute bus pre-approved by the Board's Director of Transportation or have a competent substitute driver who meets the qualifications specified in 6.1 of this agreement to cover the route. All substitute drivers shall have proof of qualifications and contact information on file with the RCS Transportation Department.

- c. To ensure that all buses are properly numbered with a Rutherford County School's assigned number; and have "Rutherford County Schools" properly displayed. Bus numbers shall be black, a minimum of six inches (6") in height, and shall not be placed on fenders, bumpers, etc. The bus number shall be displayed in the following locations:
 - i. On the left side of the bus body near the front, but not obscured by the stop arm;
 - ii. On the right side of the bus near the front door, but not obscured by the door;
 - iii. On the right rear of the bus near the emergency door.
- d. To allow and facilitate the periodic inspection of CONTRACTOR's bus by Rutherford County Schools, the Tennessee Department of Education, the Tennessee Department of Safety and Homeland Security, and/or any other governmental agency. The Board's Transportation Department shall give CONTRACTOR forty-eight (48) hour notice of its intent to inspect for any other reason.
- e. To ensure that all licenses, endorsements, permits, vehicle inspection reports, and similar documentation required for the CONTRACTOR to operate his/her bus or substitute bus for transportation of students are valid and current at all times, and to make such documents available as required by Rutherford County Schools and/or any other governmental agency.

2.3. Operation of Buses

- a. To require any driver driving on behalf of CONTRACTOR to participate in such safety training and continuing education as may be directed or required by Rutherford County Schools or any state or federal agency.
- b. To complete, certify, and submit all forms requested or required by the Board's Transportation Department including, but not limited to, updated route sheets, pupil load reports, and bus stop changes four weeks after the first full day of the new school year.
- c. To provide maintenance records requested by the Board's Transportation Department within twenty-four (24) hours after receiving written notice.
- d. To require any driver driving on behalf of the CONTRACTOR to be familiar with and abide by all policies, procedures, rules, regulations and other requirements affecting student transportation including, but not limited to, those set forth in the Rutherford County Schools Handbook and the Board Policy Manual, which the Board and/or Rutherford County Schools may revise and/or amend from time to time.
- e. To report all injuries, accidents, and occurrences to the Board and its insurance carrier

within the time limits specific by the carrier and the Board's Transportation Department and to cooperate fully in the Board's and/or carrier's investigation of all accidents and occurrences.

- i. Accidents will be classified as preventable or non-preventable by the Rutherford County's insurance carrier or insurance department. If CONTRACTOR is responsible for two (2) or more preventable accidents within a three (3) year period, the Board reserves the right to prohibit the responsible bus driver from operating a bus and the Board may, within the Board's discretion, terminate this Contract with the CONTRACTOR. In the event a CONTRACTOR is involved in an accident, the Board's Transportation Director shall advise the CONTRACTOR as to whether the Rutherford County's insurance carrier classifies said accident as preventable or non-preventable.
 - ii. Anytime a student is injured while on the bus or at a bus stop and a CONTRACTOR's bus driver is aware of the incident, the CONTRACTOR is responsible to file a report with the transportation department for the Board immediately.
- f. To refrain from display on any bus advertising signage, personal statements, religious symbols or statements, or political signage or statements.
- g. To ensure all drivers do not permit the bus aisle to be blocked for any reason. The path to the exit and emergency door must always be clear. CONTRACTOR shall make adequate accommodations on the bus for carry-on items in compliance with these provisions. Any questions regarding the safety or appropriateness of carry-on items determined by a driver to be dangerous, hazardous, or unsafe must be referred to the Director of Transportation by the CONTRACTOR.
 - i. Carry-on items must be held in the student's lap and must not exceed seat height.
- h. To provide Transportation Department with a copy of the insurance card and either a bus registration or a lease agreement in CONTRACTOR's name for all contracted bus routes.

2.4. Capacity

- a. Non-special education buses shall have a capacity of ninety (90) or more. In the event a 90-passenger bus is unavailable, replacement buses used must have the same or greater capacity. If such a change is approved by the Director of Transportation, the agreement shall be brought to the Board for its approval.
- b. Special education buses must have seating between twenty-two (22) and thirty-one (31), with a minimum of one spot for a wheelchair.
- c. CONTRACTOR shall not change the type or size of a bus to result in added expenses for the Board unless, prior to any change, there has been an agreement in writing between the CONTRACTOR and the Board, unless the change was caused by circumstances beyond the CONTRACTOR's control.

2.5. Bus Equipment

a. Radios

- i. The Board requires that anytime a bus of the CONTRACTOR is in operation, a two-way radio is on and operating and the Board's Transportation Department should be notified anytime the two-way radio is not operating properly.
- ii. Radios are to be used for school transportation related issues only. Federal guidelines for proper radio operation apply.
- iii. RCS is responsible for the maintenance and operation of the radio within state and federal Rules and Regulations.
- iv. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing radio system, RCS will provide the compliant system. CONTRACTOR is required to work with RCS to guarantee installation of the new system within thirty (30) days of notification from RCS.

b. Camera/Digital Recording

- i. CONTRACTOR shall allow RCS to equip buses with a Board-approved camera/recording system; to verify the system is on and operating anytime the bus is in use for transportation activities in which Rutherford County school students are involved; and to notify the Board's Transportation Department anytime the system is not operating properly.
- ii. The data recorded by the camera/recording system shall be the property of the Board, and shall, under no circumstances, be copied, disclosed, or altered by the CONTRACTOR.
- iii. CONTRACTOR shall permit the Board's Transportation Department access to the camera/recording system at any time for the purpose of reviewing and retrieving the recorded data and inspecting the operation of the system. The Transportation Department shall notify the CONTRACTOR prior to accessing the video from the bus. Notification may be made by call, email, or in person.
- iv. The CONTRACTOR shall protect the camera/recording system and its recorded data against any harm, damage, or loss.
- v. RCS is responsible for the maintenance and operation of the camera/digital recording device.
- vi. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing camera/recording system, RCS will provide the compliant system. CONTRACTOR is required to work with RCS to guarantee installation of the new system within thirty (30) days of notification from RCS.

c. Global Positioning System (GPS)

- i. CONTRACTOR shall allow RCS to equip all buses with a Board-approved GPS that records the path and speed of the bus; and to notify the Board's Transportation Department anytime the system is not operating properly.
 - ii. RCS is responsible for the maintenance and operation of the GPS.
 - iii. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing GPS, RCS will provide the compliant system. CONTRACTOR is required to work with RCS to guarantee installation of the new system within thirty (30) days of notification from RCS.
 - d. Special Education buses shall have wheelchair lifts and be outfitted with all State and Federally mandated disability equipment. It is the responsibility of the CONTRACTOR to verify proper operation of the equipment and maintain all equipment in conformity with State and Federal law. All Special Education buses purchased or approved within this contact period must be equipped with functioning air conditioning systems.
- 2.6. Communication with the RCS Transportation Department
- a. CONTRACTOR shall have an active telephone number, email, and address on file with the RCS Transportation Department. CONTRACTOR must be available at all times by phone or email, in case of emergency or planning changes.
 - b. CONTRACTOR shall also provide active telephone numbers, email, and addresses for all drivers.
 - c. CONTRACTOR shall be provided with a list of names and addresses for students on CONTRACTOR's routes. CONTRACTOR shall be responsible for planning an efficient route and communicating pick-up times to the student and his/her parents/guardians. The Route should be planned in a manner that ensures timely drop-off at the CONTRACTOR's designated summer school locations by that site's start time.
 - d. CONTRACTOR should address all concerns and grievances to the Director of Transportation. If not resolved, CONTRACTOR may utilize the grievance procedure contained in Section 6.
- 2.7. Penalties for Specific Acts of Non-Compliance
- a. While each and every duty set forth in Section 2 is vitally important to the transportation of Rutherford County Students, CONTRACTOR understands and agrees that the following breaches will result in the corresponding fines:
 - i. Failure to notify of inoperable cameras/digital recording or radio – Twenty-Five Dollars (\$25.00) per day;
 - ii. Misuse of radio for non-transportation business – 1st Offense: Warning; Additional Offenses: Twenty-Five Dollars (\$25.00) per incident, with the fine increasing by an additional twenty-five dollars (\$25.00) per each additional incident up to a maximum fine of One Hundred Dollars (\$100) per incident.

Special Education Bus with Non-functioning lifts and required equipment for students with

disabilities -- \$2.00 per seat deducted from the Seat Rate owed as compensation to the CONTRACTOR.

3. SPECIFIC DUTIES OF THE BOARD

The BOARD, its agents, or employees will perform the following duties faithfully, conscientiously, and to the best of its ability. These specifically include but are not limited:

- 3.1 To notify Contractor in writing at least thirty (30) days after any changes to existing or newly formed policies and procedures affecting bus transportation services.
- 3.2 To communicate expectations regarding student carry-on item restrictions to school administrations.
- 3.3 To notify Contractor at least thirty (30) days in advance when Board mandated radio, GPS or camera/digital recording device is scheduled for modification, upgrade or replacement.
- 3.4 To repair any cosmetic damage to Contractor's bus caused by the installation of new or replacement Board mandated equipment, device, or chemical solution. Bus shall be returned to the cosmetic condition it was in prior to equipment installation or chemical use (as near as is reasonably practicable having due regard for normal wear and tear).
- 3.5 Contractor shall be paid at the completion of Summer Camp. Checks shall be made available within three (3) days of being produced by the County Government.

4. BUS ROUTES AND ROUTE AWARDING

- 4.1. For Summer Camp session routes, priority lists will be randomly drawn. Routes will be distributed in the order the CONTRACTORS appear on the list.

5. COMPENSATION OF CONTRACTOR

- 5.1. CONTRACTOR shall be paid a daily rate of four hundred and fifty dollars (\$450) for providing additional services for the afterschool extended sessions. This fee shall be inclusive of all expenses, and no additional compensation will be awarded. CONTRACTOR must complete all scheduled days.
- 5.2. Period of Operation and District Closure
 - a. In the event a day of the Summer Camp program is cancelled for any reason, CONTRACTOR will be excused from duties and compensation will not be paid.
- 5.3. Compensation for Other Transportation
 - a. All arrangements and compensation for transportation outside of Daily Services for the extended session program shall be at the discretion of the Principal or Department Head requesting such transportation and the CONTRACTOR.

5.4. No Other Compensation or Benefits

- a. The compensation set forth in this Agreement is to the exclusion of all other forms of compensation or benefits. The CONTRACTOR understands and agrees that s/he is to bear all other costs and expenses arising out of or related to his/her duties under this Agreement.
- b. Workers' Compensation
 - i. While the Board has arranged for motor vehicle liability insurance through its self-insured fund to be provided to the CONTRACTOR, CONTRACTOR understands that the Board does not provide CONTRACTOR with workers' compensation insurance.
 - ii. CONTRACTOR understands and acknowledges that, if Tennessee law requires CONTRACTOR to carry workers' compensation insurance, then CONTRACTOR is responsible for obtaining any such coverage.

6. EMPLOYMENT OF DRIVERS

6.1. Any driver employed by the CONTRACTOR must be qualified to operate a school bus.

- a. The driver must possess the necessary legal qualifications, licenses, and endorsements, and he/she must pass the requisite background checks.
- b. The driver must possess the practical skill and knowledge necessary to operate a school bus and to control its students.

6.2. CONTRACTOR shall specify the assigned driver for each route that CONTRACTOR operates.

- a. The Board's Director of Transportation must approve any driver and any substitute driver in advance of the CONTRACTOR employing that driver on any Rutherford County Schools route or trip.
- b. The Board's Transportation Department will maintain a current list of approved drivers and substitutes.

6.3. Physicals

- a. CONTRACTOR shall require every driver to submit to an annual Department of Transportation physical examination. CONTRACTOR must submit records of these examinations to the Board's Transportation Department prior to the first day of daily service of each new school year.
- b. When a bus driver has not been driving due to a sickness, illness, or other medical condition, the Board reserves the right to require said driver to have a medical examination by a physician selected by the Board or the Director of Transportation to confirm that the driver is able to safely operate a bus. In the event, the Board's selected physician is unable to determine from said physical examination that the driver can safely operate a bus, the Board reserves the right to prohibit said driver from operating a bus. The Board shall be responsible to pay the costs of any examination if required by

the Board. CONTRACTOR agrees to require the driver to execute a release to allow the examining physician to deliver a written report of said examination to the Board.

6.4. Direction and Control

- a. CONTRACTOR nor his/her drivers are considered employees of RCS. Drivers are not sub-contractors of RCS.
- b. CONTRACTOR is solely responsible for hiring, firing, directing, and controlling the drivers s/he employs in fulfillment of the CONTRACTOR's obligations under the terms of this Agreement.
- c. CONTRACTOR is responsible for providing substitute or route coverage in his/her driver's absence.
- d. CONTRACTOR will hold his/her drivers accountable for the faithful performance of the duties set forth in this Agreement and will require each of his/her drivers to be familiar with the terms of this Agreement, the policies of the Board, and the expectations of the Department of Transportation.
- e. In the event that any driver comes under investigation for any reason that might disqualify him/her from operating a bus for the Rutherford County Schools, CONTRACTOR will suspend the driver pending resolution of the investigation. CONTRACTOR must provide a substitute during the pendency of the driver's suspension. Failure to do so will permit the Director of Transportation to immediately arrange for alternate student transportation until such time as a satisfactory driver is provided. Payments to the CONTRACTOR may be suspended until the situation is resolved to the satisfaction of the Director of Transportation.
- f. The Director of Schools, on behalf of the Board, reserves the right to not allow any bus driver to continue to drive for RCS for violation of the policies of the Board regarding the health, safety and welfare of the children transported by contractor under this Contract. In the event the Director of Schools deems it necessary to suspend or remove any driver's eligibility to drive a school bus for Rutherford County, notice shall first be given to the Contractor, stating in detail the reason for the suspension prior to any notice being given to the driver.

- 6.5. The CONTRACTOR is solely responsible for any compensation due to any driver s/he employs/contracts. CONTRACTOR is further responsible for complying with all applicable wage and hour regulations, withholding requirements, and workers' compensation laws.

7. CONTRACT GRIEVANCE PROCEDURES

CONTRACTOR shall utilize the following procedures with respect to any problems CONTRACTOR may have in connection with the administration of this Agreement by the Board, its agents, or employees:

- 7.1. CONTRACTOR shall file a Contract administration complaint in writing within ten (10) business days of the matter complained of. The matter shall be discussed between CONTRACTOR and/or his/her selected representative and the Director of Transportation within ten (10) business days of filing.

- 7.2. In the event the matter is not satisfactorily resolved within the time period set forth in paragraph 7.1, the CONTRACTOR shall submit a request, by notification to the Director of Schools for additional review of the matter by the Director. Said notification shall be submitted within five (5) business days of the last day of the discussion time period set for in paragraph 7.1. Within ten (10) business days after the notice to the Director of Schools, a meeting will be held between the Director of Schools designee, the Director of Transportation and the CONTRACTOR and/or the CONTRACTOR's selected representative to discuss the matter.
- 7.3. Failing resolution of the matter, CONTRACTOR and/or his/her selected Representative shall have the right to appear before the Board to discuss and explain the matter. The Board shall render a determination regarding the complaint within thirty (30) days of the CONTRACTOR or the CONTRACTOR's representative appearing before the Board.
- 7.4. Any matter which is withdrawn shall be with prejudice, not to be re-filed again.
- 7.5. In any case where the grounds for the complaint arise from a written suspension of a bus driver, the CONTRACTOR shall have the right to appear before the Board to discuss the matter after a conference with the Transportation Director and the Director of Schools' designee. In all cases of suspension in which the CONTRACTOR requests to appear before the Board, written details of the charges will be furnished to the CONTRACTOR at least ten (10) days prior to the hearing. Should the complaint against the bus driver be dismissed after the hearing, the bus driver will be restored to approved status and the CONTRACTOR paid the full amount of any Contract price withheld during the pendency of the matter.
- 7.6. The Board reserves the right to appoint a committee to hear any matter before permitting the CONTRACTOR to address the Board.
- 7.7. The Minutes from the committee meeting are to be made available to individual Board members prior to any open hearing before the Board.
- 7.8. CONTRACTOR AGREES THAT THE PROCEDURE SET FORTH HEREIN SHALL CONSTITUTE HIS/HER EXCLUSIVE ADMINISTRATIVE REMEDY AND THAT FAILURE TO TIMELY PURSUE SAID PROCEDURE SHALL CONSTITUTE A WAIVER OF THE MATTER COMPLAINED OF, AND ANY RIGHT OR CAUSE OF ACTION, ARISING THERE FROM.

8. DURATION AND TERMINATION OF AGREEMENT

This Agreement will be for a term indicated on the first page.

- 8.1. In the event of reduced enrollment, or other good and sufficient reason, the Board may transfer/alter CONTRACTOR's route, or offer CONTRACTOR an open route, if one is available. In the event more than one CONTRACTOR is considered for an open route, seniority of existing CONTRACTORS will be used as the determining factor in awarding the open route.
- 8.2. In the event that during the term of this Agreement there is a change in the form of

Rutherford County Government, or there is a consolidation of the school systems in Rutherford County and the City of Murfreesboro, this Agreement may be terminated by the Board.

- 8.3. In the event of a material breach of this Contract, the Board may immediately suspend this Contract. CONTRACTOR shall immediately resolve the material breach to the satisfaction of the Board. In the event of a breach of this Contract by CONTRACTOR, the Board may within its sole discretion, terminate this contract by giving thirty (30) days' notice. The Board's failure to terminate contract upon breach shall not constitute a waiver of the Board's right to terminate for subsequent violations of or failure to adequately fulfill the Contract obligations. No breach of this Contract on the part of a breaching party shall be deemed material, unless the party claiming such breach shall have given the other party written notice of the breach and said party shall fail to cure the breach within thirty (30) days after receipt of such notice.

9. INDEMNITY

The CONTRACTOR will protect, defend, indemnify, and hold the Board harmless from any and all claims or demands arising out of or related to this Agreement or the performance of the CONTRACTOR's duties under the terms of this Agreement including, but absolutely not limited to, the operation of any bus and the employment of any driver.

10. GOVERNING LAW

CONTRACTOR and the Board agree that this Agreement and all rights and obligations of the parties hereunder will be governed by and construed in accordance with the policies of the Rutherford County Board of Education and the laws of the State of Tennessee.

11. SEVERABILITY

In the event that any provision of this Agreement should for any reason be held to be invalid or unenforceable, such shall not affect the validity and enforceability of the remaining terms and provisions hereof, all of which shall continue in full force and effect.

12. REMEDIES FOR BREACH OF CONTRACT

In the event either party breaches this agreement, the breaching party shall be liable for any/all damages sustained by virtue of the breach, including reasonable attorney fees, court costs, and discretionary costs incurred in enforcing the terms of this agreement.

13. NO WAIVER

The failure of either party of this Agreement to insist upon the performance of any of the terms and conditions hereof, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, and shall such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

14. NON-DISCRIMINATION

Both Parties hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either Party on the grounds of disability, age, race,

color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.

15. HEADINGS

The headings utilized in this Contract are for convenience only, and do not add or deviate the meaning of the language of this Contract.

16. ENTIRE AGREEMENT

This Agreement replaces and supersedes all prior understandings and agreements between CONTRACTOR and the Board, and all such prior understandings and agreements are hereby declared to be terminated and of no force and effect. No amendment or modification of this Agreement will be effective unless in writing and signed by the CONTRACTOR and the Board.

IN WITNESS WHEREOF, CONTRACTOR and the Board have executed this Agreement on the date first above written.

CONTRACTOR Signature

Type or Print CONTRACTOR Name

CONTRACTOR Email Address

RUTHERFORD COUNTY BOARD OF EDUCATION

By:

Chair, Rutherford County Board of Education

By:

Director of Schools

EXHIBIT "A"

DRUG TESTING RULES AND REGULATIONS OF BOARD

EXHIBIT "A"

DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

POLICY STATEMENT

The Rutherford County School System recognizes the importance of our contracted bus owners/drivers. It is important that every contracted bus owner/driver of our school system understands the dangers of drug and alcohol abuse and be aware of the new federal requirements concerning substance abuse. The policy statement should clarify our position on contracted bus owner/driver drug and alcohol use.

POLICY OBJECTIVES

To create and maintain a safe, drug-free working environment for all contracted bus owners/drivers.

To encourage any contracted bus owner/driver with a dependence on, or addiction to, alcohol or other drugs to seek help in overcoming the problem.

To reduce problems of absenteeism, tardiness, carelessness and/or other unsatisfactory matters related to job performance.

To reduce the likelihood of incidents of accidental personal injury and/or damage to pupil transportation, students, or property.

To comply with Federal laws, specifically the requirements of the Omnibus Transportation Employee Testing Act of 1991.

Substance abuse is a serious threat to the school system, its contracted bus owners/drivers and children. Though the percentage of substance abusing contracted bus owners/drivers may be relatively small, practical experience and research indicate that appropriate precautions are necessary. It is the belief of the Board that the benefits derived from the policy objectives outweigh the potential inconvenience to contracted bus owners/drivers. The Board earnestly solicits the understanding and cooperation of all contracted bus owners/drivers in implementing this policy.

The Board must insist that all contracted bus owners/drivers report to work without any alcohol or illegal or mind altering substances in their systems. The Board also prohibits contracted bus owners/drivers using, possessing, manufacturing, distributing or making arrangements to distribute illegal drugs while at work or on school property.

Further, outside conduct of a substance abuse-related nature which affects contracted bus owner/drivers' work, the Board's relationship with the government or reflects badly on the Board is prohibited. Contracted bus owners/drivers must inform their supervisor when they are legitimately taking medication, which may affect their ability to work, in order to avoid creating safety problems and violating the Drug and Alcohol policies.

ENFORCEMENT

In order to enforce these rules, the Board reserves the right to require all contracted bus owners/drivers to submit, at any time a contracted bus owner/driver is on duty, to drug tests to determine the presence of prohibited substances. The School Board is required to develop, implement and enforce a drug and alcohol policy for their contracted bus owners/drivers as a condition of compliance with the Omnibus Transportation Employee Testing Act of 1991.

Pursuant to Board policy and regulations, contracted bus owners/drivers will undergo drug testing where the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy and on a random basis without advance notice. Contracted bus owners/drivers are required to report all injury or damage-related accidents involving school property or personnel or during school-related activities. Drivers are required to submit to alcohol screening within two (2) hours and drug screening within 32 hours after any accident involving loss of human life, or when the driver receives a citation for a moving traffic violation arising from the accident. Contracted bus owners/drivers who return to work following rehabilitation will be required to undergo testing in addition to the general Board testing requirements.

The Board also reserves the right to search desks, cabinets, tool boxes, vehicles, including personal vehicles brought on the school system's property, bags, or any other property at the school or in vehicles when the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy.

The School Board/Superintendent will consider breach of contract action for any violation of this policy, including, but not limited to, positive drug or alcohol tests, refusing to submit to screening, to execute a release or otherwise cooperate with an investigation by the school system. Any questions should be directed to the superintendent/designee.

DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

General Policy

Practical experience and research has proven that even small quantities of narcotics, abused prescription drugs or alcohol can impair judgment and reflexes. Even when not readily apparent, this impairment can have serious results, particularly for contracted bus owners/drivers operating vehicles or potentially dangerous

equipment. Drug-using contracted bus owners/drivers are a threat to co-workers, students and themselves, and may make costly errors.

II Drug Use/Distribution/Impairment/Possession

All contracted bus owners/drivers are prohibited from using, possessing, distributing, manufacturing, or having controlled substances, abused prescription drugs or any other mind altering or intoxicating substances present in their system while at work or on duty.

III Alcohol Use/Possession/Impairment

All contracted bus owners/drivers are prohibited from possessing, drinking, or being impaired or intoxicated by alcohol while at work or on duty. While contracted bus owners/drivers are prohibited from having any alcohol present in their system while on duty, a Blood Alcohol County (BAC) of .04 will be accepted as presumptive evidence of intoxication.

No driver tested under this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety sensitive functions for the Rutherford County Schools, including driving a commercial motor vehicle, until the start of the driver's regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test.

IV Off-Duty Conduct

Off-the-job use of drugs, alcohol, or any other prohibited substance which results in impaired work performance, including, but not limited to, absenteeism, tardiness, poor work product, or harm to the school system's image or relationship with the government is prohibited.

V Prescription Drugs

The proper use of medication prescribed by a physician is not prohibited, however, the Board of Education prohibits the misuse of prescribed (or over the counter) medications and requires all contracted bus owners/drivers using drugs under the direction of a physician to notify the School Board's Medical Review Officer (MRO), or the superintendent/designee.

VI Substance Screening

Contracted Bus Owner/Driver Applicants

Substance screening is required of all final applicants applying to be contracted bus owners/drivers under the provisions of the Omnibus Transportation Employee Testing Act of 1991. Such testing may be required either alone or as part of the pre-

contract physical examination. Contracted bus owners/drivers are required to sign a consent/release form before submitting to screening (Exhibit F) and will be disqualified if they test positive, refuse to submit to a test, or refuse to execute the required consent/release form.

All Current Contracted Bus Owners/Drivers Subject to the Omnibus Transportation Employee Testing Act of 1991

Reasonable Cause

All contracted bus owners/drivers will be required to submit to screening whenever a supervisor observes circumstances which provide reasonable cause to believe a contracted bus owner/driver has used a controlled substance or has otherwise violated the substance abuse rules. Examples of circumstances that may establish reasonable cause to warrant testing include supervisor observation, co-worker complaints, performance decline, attendance or behavior changes, involvement in a workplace or vehicular accident, or the actions which indicate a possible error in judgment or negligence, or other violations of the drug or other School Board Policy.

The supervisor or supervisors requesting testing shall prepare and sign written documents explaining the circumstances and evidence upon which they relied within 24 hours of the testing, or before the results of the tests are released, whichever is earlier.

Random Testing

The Board of Education will conduct random unannounced screening of all contracted bus/owners/drivers. Tests of contracted owners/drivers for illicit drugs will be conducted in a number equal to or greater than 50 percent of the effected workforce-without advance notice-in any given 12 month period. Tests of contracted bus owners/drivers for alcohol will be conducted in a number equal to or greater than 25 percent of the effected workforce-without advance notice-in any given 12 month period. There will be no maximum number of samples that any one individual will be required to provide during the testing schedule. Subsequent testing will be conducted at levels equal to or greater than the initial testing level. Contracted bus owners/drivers will be required to report to the School Board - designated collection site for testing as soon as possible but in no case later than 4 hours following notification. Annually, the tests will be spread reasonably over 12 months.

Post-Accident Testing

Contracted bus owners/drivers are required to notify the superintendent/designee or the coordinator of transportation immediately of any vehicular accident and/or accident resulting in injury or damage to school system property. The superintendent/designee will at that time give the contracted bus owner/driver the necessary instructions to enable them to meet the drug testing requirements.

Follow-up Drug Screening and Alcohol Tests

Following an accident involving a commercial motor vehicle, each surviving contracted bus owner/driver shall be tested for alcohol and controlled substances if (1) said driver was performing safety-sensitive functions with respect to the vehicle, and the accident involved loss of human life; or (2) said driver received a citation under State or local law for a moving traffic violation arising from the accident.

Said driver must undergo substance screening within 32 hours of the occurrence of the accident. If the drug test cannot be administered within 32 hours, a written record of the reasons and attempts must be recorded and maintained on file.

An alcohol test must be administered within two (2) hours following the accident, or a record of the reason why the test could not have been administered, if not, what efforts were made to complete the test. This record must include the eight hours following the accident if the test is not administered within eight hours. After eight hours if not tested, all attempts will be documented in written record, and attempts to give the test will cease. A breach of contract will result if any contracted bus owner/driver fails to report an accident or submit to substance screening where required by law or this policy.

Return to Duty and Follow-up Testing

All contracted bus owners/drivers referred through administrative channels who undergo a counseling or rehabilitation program or who are suspended for abuse of substances covered under this policy will be subject to unannounced testing following return to duty for no less than 12 months and no more than 60 months. Testing will be on a daily, weekly, monthly or longer basis and in addition to the other types of tests provided in this policy.

Testing Procedures

General Guidelines

The School Board shall rely on the guidance of the Federal Department of Transportation, Procedures for Transportation Workplace Drug Testing Programs, 49 C.F.R. Parts 30.1 through 30.39, and on the future guidance of the Omnibus Transportation Employee Testing Act provided in 49 C.F.R. Parts 382, 391, 392, and 395.

Substances Tested For

Contracted bus owners/drivers will regularly be tested for amphetamines, cocaine, marijuana, opiates and phencyclidine. Testing for alcohol will also be conducted subject to the final provisions of the Omnibus Transportation Employee Act of 1991. Contracted bus owners/drivers may be tested for other substances without advance notice as part of a separate test performed by the School Board for safety purposes.

Testing Procedure

The Board of Education reserves the right to utilize blood, hair, breath, saliva, or urinalysis testing procedures.

Collection Sites

The School Board will designate collection sites where individuals may provide specimens.

Procedure Used To Test For Controlled Substances

(See Exhibit D for Detailed Procedure Used to Test for Controlled Substances)

The Board of Education and the laboratory, will maintain a documented procedure for collecting, shipping and accessing urine specimens. A tamper-proof sealing system, identifying numbers, labels, and sealed shipping containers will be used to safeguard the specimen in a transit status.

A urine specimen must be provided by the driver in the privacy of a stall or otherwise partitioned area. A driver may be asked to give a specimen under direct observation when:

The driver has presented a urine specimen that falls outside the normal temperature range.

The last urine specimen provided by the driver was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L.

The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample.

The driver has previously been determined to have used a controlled substance without medical authorization and the particular test was being conducted for follow-up testing upon or after return to service.

If the driver refuses to submit to any controlled substance test as required by this policy and procedure, the individual will not be awarded a contract in the event it is a pre-contract test and the driver will be subject to contract termination in the event it is a random, reasonable suspicion or post accident test.

Refusal to submit to any controlled substance test shall mean:

Failure to provide adequate urine for testing without a valid medical explanation after the driver has received notice of the requirement for urine testing; or

Engagement in conduct that clearly obstructs the testing process.

Urine specimens are divided into two containers by the collection site person in the presence of the driver. Collection sites will maintain instructions and provide training for collection site personnel as needed to protect the integrity of the specimen.

Procedure Used To Test For The Presence of Alcohol

(See Exhibit E For Detailed Procedure Used To Test For The Presence of Alcohol)

Testing for alcohol is done by breath test. Two breath tests are required for a positive result. If the first test is below 0.02, it is considered negative. If it is 0.02 or greater, a second test must be performed. A result of 0.04 or higher constitutes a positive result. The confirmation test must be done on a machine that prints out the results, date and time.

If a driver refuses to submit to any alcohol test as required by the policy and procedure, the driver will not be awarded a contract in the event it is a pre-contract test, and the driver will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit to a test for the presence of alcohol shall mean:

Failure to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing; or

Engagement in conduct that clearly obstructs the testing process.

All contracted bus owners/drivers will be required to execute the Consent/Release Form (Exhibit F).

Evaluations and Return of Results

The laboratory will transmit (by fax, mail, or computer, but not orally over the telephone) the results of all tests to the School Board's MRO. The MRO will be responsible for reviewing the quantified test results of contracted bus owners/drivers and confirm that the individuals testing positive have used drugs in violation of School Board policy. Prior to making a final decision to verify a positive test result for an individual, the MRO shall give the individual an opportunity to discuss the result with him or her. The driver must provide documentation (doctor's report, copy of a prescription, etc.) as proof of legitimate use of medication within five (5) days. This information will assist the MRO in determining if a confirmed positive test result is a result from legally prescribed medication.

If the MRO is satisfied that there exists a valid medical explanation for the positive test result, the MRO will inform the employee of this finding and reassure the individual that all information related to the positive test and valid explanation will remain confidential. The MRO will verify the test result as negative and any report to the school system will indicate the test is negative.

If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact a designated school system official who shall direct the individual to contact the MRO as soon as possible.

If the MRO is unable to contact the driver within five (5) days, the MRO will contact the school system's Drug Program Coordinator and advise them to remove the driver from his/her safety sensitive position for medical reasons, pending an interview with the driver. The MRO may verify a test as positive without having communicated directly with the employee about the test if the designated school system representative has successfully made and documented a contact with the individual and instructed the individual to contact the MRO and more than five days have passed since the date the individual was successfully contacted by the designated school system representative or the employee expressly declines the opportunity to discuss the test.

The MRO shall then promptly tell the superintendent/designee which contracted bus owners/drivers tests positive.

Request for Re-test

Split sample testing is required of all drug testing. The MRO shall notify each contracted bus owner/driver who has a confirmed positive test that the individual has 72 hours in which to request a test of the split specimen, if the test is verified as positive. If the individual requests an analysis of the split specimen within 72 hours

of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the result of the test of the primary specimen is positive, the laboratory shall retain the split specimen in frozen storage for 60 days from the date on which the laboratory acquires it. Following the end of the 60-day period, if not informed by the MRO that the individual has requested a test of the split specimen, the laboratory may discard the split specimen.

The split specimen shall be retained in long-term storage for one year by the laboratory conducting the analysis of the split specimen (or longer if litigation concerning the test is pending).

The contracted bus owner/driver may be required to pay the associated costs of re-test in advance but will be reimbursed if the results of the re-test are negative.

Release of Test Results and Required Record-keeping

Test results and records must be kept confidential. Test results shall not be released by the School Board, beyond the MRO and School Board's management, without the individual's written authorization.

However, all contracted bus owners/drivers will be required to execute a consent/release form permitting the System to release test results and related information to the Unemployment Compensation Commission or the relevant government agency (Exhibit #F).

The MRO shall retain the individual test results for positive specimens for five (5) years and negative for twelve (12) months.

Records that demonstrate the collection process conforms to the plan must be kept for at least three (3) years or for the period required by law.

A record of the number of drivers tested, by type of test (i.e. post-accident, pre-employment or reasonable suspicion), must be kept for at least five (5) years.

Records confirming the supervisors and drivers have been trained as required must be kept for at least three (3) years.

Tests For Which Contracted Bus Owners/Drivers Must Pay

Pre-contract DOT drug and alcohol tests

Reasonable cause test if the test result is positive

All post-accident tests

Return to duty and follow-up tests

Re-certification physical examination

Contracted bus owner/driver requested re-tests

VII BREACH OF CONTRACT

The School Board/Superintendent will consider breach of contract action for any violation of the policy, including refusing to submit to screening, to execute a release, or otherwise cooperate with an investigation or search by the administration.

All contracted bus owners/drivers who test positive in a confirmation substance test will be subject to breach of contract action. Rehabilitation, at a pre-approved treatment provider, may be available to individuals who violate the policy at the expense of the individual.

No individual may be returned to driver status after any rehabilitation or testing positive unless certified as safe and not using drugs by the School Board's MRO. Any contracted bus owner/driver returning to driver status after violating the policy or testing positive will be subject to aftercare and testing as outlined in the Probation Agreement.

GROUND FOR CONTRACT TERMINATION

The following are grounds for contract termination under the drug and alcohol-testing program for contracted bus owners/drivers:

Refusal to submit to testing or neglecting to be readily available for testing will be grounds for termination.

Confirmed concentration test reading of 0.04 or greater, on any required alcohol test will be grounds for termination.

Confirmed positive results on any required controlled substance test will be grounds for termination.

VIII ASSISTANCE PROGRAM (AP)

The School Board AP shall include:

Education and training for the contracted bus owner/driver regarding drugs and alcohol;

Each supervisor must complete one (1) hour of training on reasonable suspicion for drugs and one (1) hour of training for reasonable suspicion of alcohol each year, including:

Effects and consequences of substance use on personal health, safety and work; (Exhibit A)

Manifestations and behavioral causes that may indicate substance use; and (Exhibits B & C)

Documentation of training provided (Exhibit G)

A written statement on file and available at the School Board office outlining the AP.

IX INVESTIGATION/SEARCHES

Where a supervisor has reasonable cause to suspect that a contracted bus owner/driver has violated the substance abuse policy, he or she may inspect vehicles which a contracted bus owner/driver brings on the School Board's property, purses, briefcases, tool boxes or other belongings, and at locations where school related activities are being conducted without prior notice in order to ensure a work environment free of prohibited substances. A contracted bus owner/driver may be asked to be present and remove a personal lock. Where the contracted bus owner/driver is not present or refuses to remove a personal lock, the superintendent/designee will do so for him or her. The superintendent/designee may release any illegal, or controlled drugs, or paraphernalia to appropriate law enforcement authorities.

All searches should be coordinated with the superintendent/designee.

NOTE

These procedures represent the School Board's current guidelines in dealing with a developing problem under evolving laws and facts, and may be changed in accordance with Board policy and state federal law.

EXHIBIT A
CHEMICAL EFFECTS OF DRUGS AND ALCOHOL MISUSE

Alcohol - depresses the central nervous system

Cocaine - central nervous system stimulant with short term effects similar to the body's own adrenaline

Marijuana - psychoactive drug involved is THO, a hallucinogenic agent

Prescription drugs -

Stimulants (Amphetamines) act as synthetic adrenaline energize the central nervous system by increasing blood pressure, widening pupils, increasing respiration, depressing appetite and decreasing fatigue

Sedatives (Barbiturates/depressants) cause a slowdown of the functions of the brain and the central nervous system

PCP, Angel Dust, creates euphoria which lasts for three to five hours, ensuing loss of feeling, numbness

Heroin - semi-synthetic narcotic drug; morphine derivative; analgesic

EXHIBIT B
BEHAVIOR EFFECTS FROM DRUGS AND ALCOHOL MISUSE
(DEFINING PROBABLE CAUSE)

1. Alcohol

Speech - thick, slurred, loud

Flushed face

General appearance, dishevelment, dirtiness, unkemptness

Appearance of eyes - red, watery, heavy lids, fixed pupils

Breath - foul, distinctive odor of various intoxicants

Gait - Walking unsteady, deliberately and over-careful, swaying, weaving, stooped

Behavior - excessive, silliness or boisterousness

2. Narcotics - (Heroin, Morphine)

Lethargy, drowsiness, and tendency to go "on the nod", falling asleep and then awakening

Red, watering eyes; pupils fixed and constricted

Loss of appetite; generally poor physical condition

Scars (needle tracks) on back of hands and arms, may wear long sleeves to cover scars

Nausea, vomiting, and muscular twitching resulting from withdrawal

Syringes, needles, or other evidence of injections left in a locker or desk

3. Sedatives and Depressants (Barbiturates)

Dozing, lack of concentration and slurred speech

4. Stimulants (Amphetamines/Cocaine)

Excessive activity and nervousness; extremely talkative and emotionally expressive

Dilated pupils; mouth and nose dry and irritated; sore throat, nose bleeds

Lack of interest in personal health and hygiene; long periods without eating or sleeping

Impatience or irritability

Sinus problems; runny nose, headaches

Trembling and convulsions; nausea or vomiting

Continual licking of lips, grinding of teeth, sniffing, or nose rubbing

5. Hallucinogens (Marijuana, LSD, Mescaline)

Changes in mood - LSD user's may vary from a trance like state to feelings of fear and terror; may experience nausea, chills, flushes, irregular breathing, trembling of hands

Use of marijuana is difficult to detect - user may be talkative or sleepy as drug takes effect -

Depth and time perception may be distorted, making driving and work with machinery dangerous

Aroma/Circumstances surrounding actual use must be considered

EXHIBIT C

PERFORMANCE BEHAVIOR FOR DRUG AND ALCOHOL MISUSE

In addition to the physical symptoms often displayed, an employee who is misusing alcohol or drugs may exhibit certain behaviors that can lead to problems on the job.

Among these are:

- Unreported absences or late arrivals

- Poor or erratic work performances and decreased productivity

- Increase involvement in workplace accidents

- Poor relations with co-workers

- Increased request for time off or early dismissal from work

- Increased use of sick benefits

Here are some specific performance behaviors, alcohol misuse and drug abuse can cause while you are trying to perform your job.

ALCOHOL-

- Turning with wide radius

- Weaving and swerving

- Braking erratically

- Slow response to traffic signals

- Slow speed more than 10 MPH below limit

- Accelerating or decelerating rapidly

AMPHETAMINES-

More likely to take risks

Overreactions such as over-braking, over-steering, over-acceleration

Bad judgment concerning distance

Late reaction times

COCAINE-

Distorted vision and perception

Slow reaction time to traffic situations

Hard to make a decision

Angry about own slow ability to react

MARIJUANA-

Slower than usual thinking and reactions

More than usual miles without sleeping

Don't remember last stop, short-term memory loss

Could rear end another vehicle before aware of presence

OPIATES-

Day dreaming

Blurred vision

Distorted sense of time and distance

PHENCYCLIDINE (PCP)-

Aggressive actions such as honking horn, sliding tires, taking aim at other vehicles.

Following too close. Passing on a curve or in a blind spot.

EXHIBIT D

PROCEDURE USED TO TEST FOR CONTROLLED SUBSTANCES

You will be sent to a collection site where a urine sample will be collected in a private location.

Urine specimens are divided into two containers by the collection site person in your presence. These two specimen samples, called "primary" and "split", are sent to a testing laboratory certified by the Department of Health and Human Services.

At the laboratory, a screening test is performed on the "primary" sample. If this test is positive for controlled substances, a confirmation test is performed. This test is called a gas chromatography/mass spectrometry, to ensure that over the counter drugs are not reported as positive.

If the first test is positive, the Medical Review Officer (MRO) will attempt to notify you, to find out if there is a medical reason for the drug use. If you can document why the substance is being taken and if the MRO finds it is a legitimate medical use, the test may be reported as negative to the employer. If you cannot be contacted, the required information must be furnished to the employer within three business days of completion of the MRO's review.

After being notified that the first test was positive, you have 72 hours to request a test of the "split" specimen sample. If you make this request, the split specimen is sent to another DH HS-certified laboratory for the test. If the split specimen does not confirm the presence of a controlled substance, the MRO cancels the test and reports this to the DOT, the employer and to you.

Removal from safety sensitive duty is immediate, and not delayed to await the result of the split specimen test.

If you refuse to submit to any controlled substance test as required by this policy, you will not be hired in the event it is a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. Contracted bus owners/operators will not be awarded a contract in the event it is a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit means the following:

Failure to provide adequate urine for testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or
Engagement in conduct that clearly obstructs the testing process.

EXHIBIT E

PROCEDURE USED TO TEST FOR THE PRESENCE OF ALCOHOL

All alcohol testing is done by a certified breath alcohol technician (BAT) in a private setting where no one but you and the BAT can see or hear the test results. An evidential breath-testing device (EBT) approved by the National Highway Safety Administration must be used to perform the test.

The BAT will ask for identification. You may ask for the BAT's identification as well.

To complete the test you must blow forcefully into the mouthpiece of the testing device as the test requires 210 liters of breath for proper testing of the alcohol concentration.

A screening test is done first. If the reading is less than .02, you will sign a certification and fill in the date on the form and the test is complete.

If the reading is .02 or over, a confirmation test must be done after 15 minutes, but within 20 minutes of the first test. You will be asked not to eat, drink, belch, or put anything in your mouth. These steps prevent the build-up of mouth alcohol, which could lead to an artificially high result.

If the confirmation test results show a reading of .02 but less than .04, you will be removed from safety sensitive functions and sent home until your next duty shift, but not less than 24 hours from the time of the test. Also, you will receive disciplinary action up to and including termination.

If the confirmation test results show a reading of .04 or greater, you will be immediately removed from safety sensitive functions, again receive the referral information per this policy if requested, but are subject to termination. A bus owner/operator will be subject to having his/her contract terminated.

If the screening and confirmation test results are not the same, the confirmation test result will be used.

If you refuse to submit to any alcohol test as requested by this policy, you will not be hired in the event of a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. A contracted bus owner/operator will not be awarded a contract in the event of a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit shall mean the following:

Failure to provide adequate breath for testing without a medical explanation after he or she has received notice of the requirement for breath testing; or
Engagement in conduct that clearly obstructs the testing process.

EXHIBIT F
CONSENT/RELEASE FORM
CONTRACTED BUS OWNERS/DRIVERS

I have read the above statement of policy and agree to abide by the School Board's drug and alcohol rules. I agree to submit to drug and alcohol tests at any time as a condition of the bus contract. I authorize any laboratory or medical provider to release test results to the superintendent/designee, the transportation supervisor, and the Board's MRO.

I expressly authorize the School Board or its MRO to release any test-related information, including positive results, to the Unemployment Compensation Commission or other government agency investigating the termination of the bus contract or termination of the contracted driver.

Contracted Bus Owner/Driver

Date

Superintendent/Designee

Date

EXHIBIT G
DRUG TESTING PROGRAM
ACKNOWLEDGMENT OF ATTENDANCE AT TRAINING SESSION

The Rutherford County Board of Education (hereinafter known as the Board) has adopted the attached Drug Testing policy and Drug Testing Rules and Regulations. Once you finish your training session explaining the facts about the effects, behavioral changes and job performance dangers of controlled substances and alcohol misuse, sign this cover sheet and return it to the session supervisor. Make sure that all of your questions are fully answered including how to contact an assistance program and substance abuse professional referral service for help. All individuals subject to testing are required to submit to alcohol and a controlled substance tests administered in accordance with this policy:

I, _____,
(Print your name)

have received one hour of more training on controlled substance abuse, and received training and information on alcohol misuse. I have read and understand the Board's policy and rules and regulations regarding drug testing and maintaining a drug-free and alcohol misuse-free workplace. I have been given a copy of the drug testing policy and drug testing rules and regulations, have had all of my questions answered, and understand my obligations and responsibilities as a covered individual.

I am aware that the superintendent or his designee is the Board's designated person to answer any questions that I might have concerning the Board's policy, rules and regulations, educational materials and training.

I am aware that the Board is providing an assistance program and substance abuse professional consultation and referral service phone number for drug and alcohol misuse problems. This is a referral number furnished for consultation only and does not obligate the Board to pay for, or provide treatment, for drug or alcohol addictions, or related problems.

Signature