

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

**April 25, 2019  
5:00 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOMENT OF SILENCE**
- 4. APPROVAL OF AGENDA**

**Recommend Approval---motion to approve the agenda as presented.**

**5. APPROVAL OF CONSENT AGENDA (TAB 1)**

- A. Minutes:**
  - April 8, 2019 Special Called Budget Meeting**
  - April 10, 2019 Board Meeting**
  - April 16, 2019 Special Called Budget Meeting**
  - April 22, 2019 Special Called Budget Meeting**
- B. Community Use of Facilities**
- C. Title I Contract**
  - LaVergne Middle School and Mindsteps Inc.**
  - Roy Waldron Elementary School and SBP Consulting, Inc.**
- D. Routine Bids**

**Bid #3396 – Cooling Tower and Heat Exchange Replacement (BHS)**

**Request to Purchase:**

**Oakland High School would like to purchase from TN Statewide Contract #209  
(1) One, 2019 Ford Transit 150 (10) Ten Passenger Van from Ford of Murfreesboro  
at a cost of \$25,000.00. To be funded from Oakland High School.**

**E. School Salary Supplements and Contract Payments:**

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Ben Holl	NTE \$700.00	Blackman High School	School Funds-Boys Basketball	Assistant Boys Basketball Coach
James Jones	NTE \$800.00	Blackman High School	School Funds-Boys Basketball	Assistant Boys Basketball Coach
Tim Pedigo	NTE \$1,000.00	Blackman High School	School Funds-Instruction	Admin Support/Training during school standards
Brad Cowan	NTE \$5,000.00	Oakland High School	School Funds-Indoor Facility	Indoor Facility Coordinator
Andrew Brewer	NTE \$1,500.00	Oakland Middle School	School Funds-Swimming	Provide Spring Training for Oakland Middle and Oakland High swimmers
Travis Childers	NTE \$1,328.00	Siegel High School	School Funds-Baseball	Assistant Baseball JV Coach
Tommy Entrekin (6)	NTE \$2,212.00	Siegel High School	School Funds-Baseball	Assistant Baseball Coach/Bus Driver
Tyler Reeder	NTE \$1,770.00	Siegel High School	School Funds-Baseball	Head JV Coach
Brian Howard	NTE \$2,000.00	Stewarts Creek High School	School Funds-Baseball	Mowing + Field Maintenance
Robert LaFrance	NTE \$750.00	Central Magnet	School Funds-Middle School Boys Soccer	Assistant Coach – Middle School Boys Soccer
Shantel Perry	NTE \$7,000.00	Oakland High School	Swim Boosters	Swim Coach + Summer Camp
John Kramer	NTE \$700.00	Stewarts Creek High School	School Funds-Choir	Accompanist
Thomas Hardison (2)	Hourly	Holloway High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2018/2019 school year

1. Unless listed as an hourly rate
2. Approved previously for an amount \$500 or greater
3. Not less than regular hourly rate – or overtime rate if working over 40 hours during the week
4. Anticipate amounts over \$500 this school year
5. Amend prior approval
6. Less than \$500 but part of event total
7. Pending approval by Transportation Dept.

**F. Non-Faculty Volunteer Coaches:**

**According to 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 coaches are for the 2019-2020 school year:**

<b><u>Name</u></b>	<b><u>School</u></b>	<b><u>Sport</u></b>
<b>Kevin Gregory</b>	<b>Blackman Middle School</b>	<b>Football</b>
<b>Jodi Anderson</b>	<b>Christiana Elementary</b>	<b>Archery</b>
<b>Matthew Manning</b>	<b>Rockvale High School</b>	<b>Soccer/Girls</b>
<b>Jean Charles Didier</b>	<b>Rockvale Middle School</b>	<b>Football</b>
<b>Megan Brewer</b>	<b>Rockvale High School</b>	<b>Cheerleading</b>
<b>Jean Andrews</b>	<b>Rock Springs Middle School</b>	<b>Soccer/Girls</b>
<b>Sydney Caldwell</b>	<b>Riverdale High School</b>	<b>Volleyball</b>
<b>Charles Montgomery</b>	<b>Rockvale Middle School</b>	<b>Swimming</b>
<b>Brett Jackson</b>	<b>Rockvale High School</b>	<b>Soccer/Girls</b>
<b>David Green</b>	<b>Blackman Middle School</b>	<b>Archery</b>
<b>Timothy Bishop</b>	<b>Christiana Middle School</b>	<b>Soccer/Boys</b>

**Recommend Approval---motion to approve the consent agenda items as presented.**

**6. VISITORS**

**7. SPOTLIGHT**

**Stewarts Creek Middle School Jazz Band**

**8. INTRODUCTIONS**

**Dr. Jimmy Sullivan – Assistant Superintendent Curriculum and Instruction**

**Douglas Bodary – Assistant Superintendent Budget and Finance**

**9. RECOGNITION**

**Blackman High School Cheerleaders – 2019 National Champions**

**Third time consecutively and 7<sup>th</sup> time in history Blackman High School has won a national championship**

**10. ESA UPDATE - Representative Charlie Baum**

**11. RECOGNITION OF SCHOOLS FOR TENNESSEE SAFE STARS**

**Rutherford County Middle Schools have been awarded Gold Level Recognition as Tennessee Safe Stars leagues. Safe Stars is an effort to recognize Tennessee youth sports leagues with high standards of safety for athletes. Safe Stars expanded its scope to recognize schools for their outstanding safety policies and Rutherford County Schools are the first middle schools to receive recognition from the program.**

**Terry Love from the Tennessee Department of Injury Prevention will be presenting the certificates to a representative from each middle school.**

**12. SMYRNA HIGH SCHOOL AUDITORIUM NAMING (TAB 2)**

**The administration at Smyrna High School is requesting to name the Theater/Auditorium after Shannon Williams. The facility would be called Shannon Williams Fine Arts Auditorium. Mrs. Williams made outstanding contributions to both Smyrna High School, the theater program and the local community. Mrs. Williams was the only drama teacher at Smyrna High for over twenty years. She spent countless hours developing the program, supporting students participating in volunteer opportunities in their community and even working with students (current and former) on speeches and performances for interest outside of Smyrna High School.**

**Recommended Approval---motion to approve to name the Theatre/Auditorium at Smyrna High School the Shannon Williams Fine Arts Auditorium as presented.**

**13. STATE OF THE ARTS MUSIC GRANT (TAB 3)**

**RCS has been selected as a State of the Arts Grant recipient. The State of the Arts grant is funded by the CMA Foundation in conjunction with the TN State Department of Education. One district from each of the state's core regions was selected through a competitive grant application process for this inaugural grant cycle, and RCS is the Mid-Cumberland grantee.**

**The State Collaborative on Reforming Education (SCORE) will serve as the fiscal agent for this grant. The grant amount is \$124,000 to be disbursed over a three-year period. Funds will be used for music teacher professional development and for a repair, replace and maintenance program of RCS musical instruments following an intensive inventory analysis. Lindsay Halford, RCS Fine Arts Specialist will serve as the project manager for grant implementation.**

**Recommended Approval---motion to approve the State of the Arts Grant contract between the State Collaborative on Reforming Education (SCORE) and the Rutherford County Board of Education as presented.**

**14. OLD BUSINESS**

**A. Discussion of Substitute Vendors**

**15. ANNUAL POLICY MANUAL REVIEW (TAB 4)**

**Section 1 – Board Operations**

**Legal Status and Authority**

**Policy 1.100 School Board Legal Status and Authority**

**Policy 1.101 Role of the Board**

**Policy 1.102 Board Members Legal Status**

**Policy 1.103 Board Self-Evaluation**

**Policy 1.104 Membership**

**Policy 1.105 School board Legislative Involvement**

**Policy 1.106 Code of Ethics**

**Policy 1.107 Board Member Conflict of Interest**

**Policy 1.108 Nepotism**

**Board Members**

**Policy 1.200 Method of Election of Officers**

**Policy 1.201 Duties of Officers**

**Policy 1.202 Duties of Board Members**

**Policy 1.203 New Member Orientation**

**Policy 1.204 Board member Development Opportunities**

**Policy 1.205 Board-Director Relations**

**Committees/Consultants**

**Policy 1.300 Board Committees**

**Policy 1.301 Executive Committee**

**Policy 1.302 School Board Attorney**

**Meetings and Procedures**

**Policy 1.400 School Board Meetings**

**Policy 1.401 Public Hearings**

**Policy 1.402 Notification of Meetings**

**Policy 1.403 Agendas**

**Policy 1.404 Appeals To and Appearances Before the Board**

**Policy 1.405 Rules of Order**

**Policy 1.406 Minutes**

**Policy 1.407 School District Records**

**16. FACILITIES USE APPROVED FOR EXEMPTION**

**Pursuant to Board Policy 3.206 public education schools and institutions, post-secondary education institutions, private universities and colleges, governmental entities or agencies that provide benefits to the Rutherford County School System or have an in-kind relationship approved by the Director of Schools may request the Board of Education to allow an exemption from the use of facilities fee which the Board may allow or deny based upon the details of the specific request. The following groups qualify for the exemption:**

**Recommended Approval---motion to approve the following groups requesting fee waivers for the use of facilities pursuant to Policy 3.206:**

American Red Cross	Blood Drive (SCHS-Aux. Gym)
Stones River Fraternal Order of Police	Charity Dodgeball (SCHS-Gym)
Kittrell Alumni-Reunion Committee	Annual Kittrell Reunion (KES-Gym, Cafeteria)
Murfreesboro Baseball Association	Practices (Barfield-Ball Field)
RutherfordWorks	Code Camp (RFMS, Barfield, SCMS-Computer Labs)

Note: Facility use for 4/25/19 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.**

**17. FACILITIES (TAB 5)**

**Siegel High School Addition and Renovations Credit Change Order**

**RG Anderson Company, Inc. has submitted Change Order #2 to DEDUCT the remaining allowance moneys in the amount of \$163,609.15 for allowances not used during the Siegel High School Renovation Additions Project. The final cost and contract amount will be \$6,362,390.85.**

**Recommended Approval---motion to approve the Deductive Change Order #2 submitted by RG Anderson Company, Inc. for \$163,609.15 for allowances not used at Siegel High School Additions and Renovations Project. The final contract amount is \$6,362,390.85.**

**18. BOARDMANSHIP CODE OF ETHICS POLICY (TAB 6)**

**Recommended Approval---motion to approve the Boardmanship Code of Ethics Policy as presented.**

- 19. INSURANCE UPDATE**
- 20. DIRECTOR'S UPDATE**
- 21. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**
- 22. FEDERAL RELATIONS NETWORK (FRN) UPDATE**
- 23. GENERAL DISCUSSION**
- 24. ADJOURNMENT**

**RUTHERFORD COUNTY SCHOOL SYSTEM  
Board of Education Meeting  
2240 Southpark Drive  
Murfreesboro, TN 37128**

**Special Called Budget Meeting  
Minutes of April 8, 2019**

**Board Members Present**

**Jim Estes, Board Chairman  
Coy Young, Vice-Chairman  
Terry Hodge  
Tiffany Johnson  
Jeff Jordan  
Lisa Moore  
Tammy Sharp  
Bill C. Spurlock, Director of Schools**

**CALL TO ORDER**

**The Board Chairman called the Budget meeting to order at 5:00 P.M. to discuss the proposed 2019-2020 Budget. Terry Hodge led the Pledge of Allegiance.**

**The Director of Schools reviewed the item changes requested by the Board at a previous meeting. The specific items were Special Education Educational Assistants, Regular Ed Educational Assistants, and School Clerical Staff.**

**Mr. Young requested the staff look at a bus cost increase – 5% and 10%.**

**The Director of Schools' salary increase was discussed and additional information was requested as listed: number of schools in system, how long have they been in the position, and degree.**

**Mr. Young requested that the staff look at salaries across the system.**

**The Board Chairman stated that the Christiana property would be closed on Thursday, April 11, 2019.**

**There being no further business, the meeting adjourned at approximately 5:45 P.M.**

\_\_\_\_\_  
**Jim Estes, Board Chairman**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Bill C. Spurlock, Director of Schools**

\_\_\_\_\_  
**Date**

**RUTHERFORD COUNTY SCHOOL SYSTEM**  
**Board of Education Meeting**  
**2240 Southpark Drive**  
**Murfreesboro, TN 37128**

**Minutes of April 10, 2019**

**Board Members Present**

**Jim Estes, Board Chairman**

**Coy Young, Vice-Chairman**

**Terry Hodge**

**Tiffany Johnson**

**Jeff Jordan**

**Lisa Moore**

**Tammy Sharp**

**Bill C. Spurlock, Director of Schools**

**1. CALL TO ORDER**

**The Board Chairman called the meeting to order at 5:00 P.M. Mrs. Tiffany Johnson led the Pledge of Allegiance.**

**2. MOMENT OF SILENCE**

**The Board Chairman called for a moment of silence.**

**3. APPROVAL OF AGENDA**

**Motion made by Mrs. Moore, seconded by Mr. Jordan, to approve the agenda as presented.**

**Vote: All Yes**

**4. APPROVAL OF CONSENT AGENDA**

**A. Minutes:    March 21, 2019  
                      April 3, 2019**

**B. Community Use of Facilities**

**C. Out of County Transfer Student (1)**

**D. Routine Bids**

**Bid #3376-Photography**

**Bid #3394-LED School Signs (Rockvale High and Rocky Fork Elementary)**

**Bid #3395-Pre-Split Rock Face Dress Up (Rock Springs Middle)**

**E. School Salary Supplements and Contract Payments:**

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Maranda Allen (4)	NTE \$100.00	Blackman Middle	School Funds- Track	Worker at Track meets-Total approved is now \$500
Kaitlyn Benavides (4)	NTE \$100.00	Blackman Middle	School Funds- Track	Worker at Track meets Total approved is now \$500
Ashley Hughey (4)	NTE \$100.00	Blackman Middle	School Funds- Track	Worker at Track meets-Total approved is now \$500
Brittany Smith (4)	NTE \$100.00	Blackman Middle	School Funds- Track	Worker at Track meets-Total approves is now \$500
Kevin Joyce	NTE \$1,950.00	Central Magnet	School Funds- Baseball	Head Coach-6 <sup>th</sup> Grade Baseball Team
Bryan Linnell	NTE \$600.00	Oakland High	School Funds- Boys + Girls Basketball	Basketball Score Book
Kevin Wright	NTE \$720.00	Oakland High	School Funds- Boys + Girls Basketball	Basketball Announcer
Chris Biggs (6)	NTE \$2,000.00	Riverdale	School Funds- Various Athletic Teams	Bus Driver
Gary Milstead (5)	NTE \$300.00	Riverdale	School Funds- Tennis	Assistant Tennis Coach
Bruce Thweatt	NTE \$500.00	Riverdale	School Funds- Tennis	Assistant Tennis Coach
Marlene Pannel (4)	NTE \$2,000.00	Rock Springs Middle	Victory Church	Facility Supervisor- Total approved is now \$4,000.00
Dawn Barger (6)	NTE \$2,000.00	Stewarts Creek High	School Funds- Various Clubs and Athletic Teams	Bus Driver

Morgan Evans (6)	NTE \$5,000.00	Stewarts Creek High	School Funds- Various Clubs and Athletic Teams	Bus Driver
Stephen Hammond	NTE \$1,106.00	Stewarts Creek High	School Funds- Baseball	Assistant Baseball Coach
LaToya Shelton	NTE \$1,500.00	Whitworth Buchanan	School Funds- Various School Groups	DJ services
Tim Hale	NTE \$800.00	Blackman High	Blackman Band Boosters	Percussion Instruction
Dylan Jenkins	NTE \$1,800.00	Central Magnet	School Funds- Baseball	JV Head Baseball Coach/Varsity Assistant Coach
James Touchton	NTE \$1,800.00	Central Magnet	School Funds- Baseball	Assistant Baseball Coach
Kyle Meares	NTE \$700.00	Oakland Middle	School Funds- Drama + Choir	Sound Engineer/Accompanist
Thip Kanjanaabout (2)	Hourly	Riverdale	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2018/2019 school year

1. Unless listed as an hourly rate
2. Approved previously for an amount \$500 or greater
3. Not less than regular hourly rate-or overtime rate if working over 40 hours during the week
4. Anticipate amounts over \$500 this school year
5. Amend prior approval
6. Less than \$500 but part of event total
7. Pending approval by Transportation Dept.

#### **F. Non-Faculty Volunteer Coaches:**

**According to 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 coaches are for the 2018-2019 school year:**

<u><b>Name</b></u>	<u><b>School</b></u>	<u><b>Sport</b></u>
<b>Tim Hale</b>	<b>Blackman High School</b>	<b>Band</b>

Motion made by Ms. Sharp, seconded by Mr. Young, to approve the consent agenda items as presented.

**Vote: All Yes**

#### **5. VISITORS – No visitors.**

**6. SPOTLIGHT**

**The Special Education Coordinator, Kate Kasuboski, gave an overview of the duties of the Special Education Department and shared some of their needs.**

**7. OLD BUSINESS**

**A. Substitute Teacher Staffing Service**

**After evaluating the responses, we received for our RFP (Request for Proposal) for Substitute Teacher Staffing Services, staff recommends that the contract for Substitute Teacher Staffing Services be awarded to StaffEZ, formerly PESG, for either their Standard or Alternate Proposal for the 2019/2020 school year. The contract will have an option to renew for two further years.**

**Our actual sub usage during the 10-week period from 11/26/18 through 2/15/19 was used as the base for preparing the weighted cost comparison. Then this usage was annualized for the total numbers used in the tab in the agenda.**

**Cost is 50 of the 90 points we used to evaluate the sub proposals.**

**StaffEZ's standard proposal (2<sup>nd</sup> column) is the 2<sup>nd</sup> lowest cost proposal. SPUR, the lowest cost proposal, simply did not have enough points awarded in the other factors to move them up in the evaluation ratings.**

**Three years ago, we went with the PESG (now StaffEZ) alternate proposal because of the 97% fill rate guarantee. The yellow (\$246,000) is what PESG has paid from their administration fee for sub bonuses in order to get the fill rate up. The blue \$220,000 is an estimate of the cost Rutherford County would have to pay in order to maintain StaffEZ's Bonuses for working so many days per month. Our frequent subs are used to receiving this pay. The proposals are shown this way so that you can see that the StaffEZ proposals are close in total cost if Rutherford County Schools choose to continue the bonus plans.**

**Under the Alternative plan the bonuses that StaffEZ is currently paying to staff hard-to-fill schools would continue to be paid by PESG out of their administration fee. Since there is a performance penalty, StaffEZ will have an inducement to continue improving their fill rate.**

**On the other factors, accounting assigned the points for cost and record keeping. Dr. Anthony and I decided together the fill rate and plans to improve the fill rate. Dr. Anthony researched and asked questions before awarding the points for the last two factors.**

**After a lengthy discussion on substitute teacher staffing, Mr. Young made a motion, seconded by Mr. Hodge, to table the item to get a better understanding.**

**ROLL CALL VOTE: Yes - Mr. Hodge, Mr. Young,  
No – Mrs. Moore, Ms. Sharp  
Abstain - Mr. Jordan, Mrs. Johnson**

**There was further discussion on substitute teacher staffing.**

**Motion made by Mrs. Moore, seconded by Ms. Sharp, to award the contract for Substitute Teacher Staffing Services to StaffEZ, formerly PESG, for their Standard Plan Proposal for the 2019/2020 school year with an option to renew for two further years.**

**ROLL CALL VOTE: Yes – Mrs. Moore, Ms. Sharp  
No - Mr. Hodge, Mr. Young, Mr. Jordan, Mrs. Johnson, Mr. Estes**

**Motion made by Mr. Young, seconded by Mr. Hodge, to table the Substitute Teacher Staffing Services until next Board meeting.**

**ROLL CALL VOTE: Yes – Mr. Hodge, Mr. Jordan, Mr. Young, Mrs. Johnson  
Mr. Estes  
No – Mrs. Moore, Ms. Sharp**

#### **B. STOPit Solutions Contract**

**STOPit is a mobile and web based incident software that allows students and administration to communicate anonymously to maintain a positive school climate. Students can report anonymously via mobile app or phone hotline service for bullying/cyberbullying, inappropriate teacher/student relationships, violence/threats, hazing, weapons possession, drugs/alcohol, substance abuse, and intolerance/discrimination. This package also includes dedicated incident screening service which reviews and triages incoming reports. STOPit will provide a streamlined process and improve the efficiency and effectiveness of investigations with STOPit's case management system. Contract Details: July 1, 2019-June 30, 2020. Total Contract Fees = \$25,850.00.**

**Motion made by Mr. Young, seconded by Ms. Sharp, to approve Title IV funds to pay for STOPit Solutions Mobile and web based incident software to allow students and administrators to communicate anonymously to maintain a positive school climate. Title IV funds will pay 100% of this contract.**

**Vote: All Yes**

**8. SCHOOL SAFETY**

**Mr. Crim, School Safety Coordinator, provided information on the software package for the Social Sentinel.**

**Motion made by Mrs. Moore, seconded by Mrs. Johnson, to approve the software package for Social Sentinel as presented. To be funded with Title IV funds.**

**Vote: All Yes**

**9. TITLE III EXTENDED CONTRACTS**

**The ESL Department will be conducting a 6-week summer school program at Smyrna Middle School, funded completely by Title III funds. These funds will provide three teacher extended contracts and transportation costs. The dates of the Summer School are June 3-July 12, 2019 from 8:00 a.m. – 12:00 p.m. Ms. Abdelmasseh, Ms. Vigil and Ms. Anand have agreed to supervise the summer school program. Chip Industries will receive \$2,668.00 to provide transportation.**

**Motion made by Mr. Young, seconded by Ms. Sharp, to approve a Rutherford County Schools Title III funded contract with Mervat Abdelmasseh, Meghan Vigil, Sweetie Anand and Chip Industries for the six-week summer school program to be held at Smyrna Middle School.**

**Vote: All Yes**

**10. 2018 TENURE RECOMMENDATION**

**The following teachers meet the criteria for Tenure in accordance with the new tenure law:**

- **Holds a valid Tennessee teaching license**
- **Has served Rutherford County Schools for five years (45 months) within a seven-year period, the last two in a regular (not interim) position**
- **Has demonstrated an overall performance of “Above expectations” or “significantly above expectations” on the TEAM Evaluation during the last two consecutive years of the five-year period**
- **Or if held tenure under the previous guidelines, and returned to Rutherford County Schools, meets the two-year probationary period and tenure is reactivated.**

First Name	Last Name	School	Position
Annie	Williams	Adult High School	Adult ED Lead Teacher
Sheryl	Evans	Barfield Elementary	2nd Grade Teacher
Jennifer	Plummer	Barfield Elementary	3rd Grade Teacher
Cara	Taylor	Barfield Elementary	1st Grade Teacher
Kartina	Butler	Blackman Elementary	K - Teacher
Gretchen	Curley	Blackman Elementary	1st Grade Teacher
Melina	Gonzalez	Blackman Elementary	3rd Grade Teacher
Megan	Klopp	Blackman Elementary	Guidance Counselor
Courtney	Tisdnell	Blackman Elementary	1st Grade Teacher
Erica	Griggs	Blackman High School	English Teacher
Lauren	Hutchins	Blackman High School	SPED Teacher
Kimberly	Paramore	Blackman High School	Wellness Teacher
Samuel	Turner	Blackman High School	History/Geography Teacher
Carl	Witt	Blackman High School	Environmental Science
Samantha	Collier	Blackman Middle School	Art Teacher
Mindy	Sells	Blackman Middle School	Special Education Teacher
Megan	Maguigan	Brown's Chapel Elementary	5th Grade Teacher
Jennifer	Walker	Brown's Chapel Elementary	Kindergarten Reading Teacher
Allison	Brown	Buchanan Elementary	Interventionist
Chelsea	Cundiff	Cedar Grove Elementary	5th Grade Teacher
Michelle	Florida	Cedar Grove Elementary	4th Grade Teacher
Aimme	Miller	Cedar Grove Elementary	3rd Grade Teacher
Eric	Bonanno	Central Magnet School	Physics Teacher
Joshua	Burns	Central Magnet School	Biology Teacher
Chase	Cato	Central Magnet School	History Teacher
Kevin	Joyce	Central Magnet School	History Teacher
Jodie	Quinn	Central Magnet School	English Teacher
Eric	Rowland	Central Magnet School	PE and Driver's ED
Rebecca	Franz	Central Office - Special Education	Speech & Language Therapist
Kathryn	Lancaster	Central Office - Special Education	Speech & Language Therapist

<b>Dana</b>	<b>McDevitt</b>	<b>Central Office - Special Education</b>	<b>Homebound Teacher</b>
<b>Shawn</b>	<b>Robinson</b>	<b>Central Office - Special Education</b>	<b>Federal Compliance Liaison</b>
<b>Tamara</b>	<b>Davenport</b>	<b>Christiana Elementary</b>	<b>K - Teacher</b>
<b>Kristin</b>	<b>Nugent</b>	<b>Christiana Elementary</b>	<b>K - Teacher</b>
<b>Fulton</b>	<b>Kendrick</b>	<b>Christiana Middle School</b>	<b>PE Teacher</b>
<b>Teri</b>	<b>Potts</b>	<b>Christiana Middle School</b>	<b>Social Studies Teacher</b>
<b>Elizabeth</b>	<b>Abed</b>	<b>Daniel McKee Alternative</b>	<b>Library Media Specialist</b>
<b>Mary</b>	<b>Elam</b>	<b>Daniel McKee Alternative</b>	<b>English Teacher</b>
<b>Laura</b>	<b>McCann</b>	<b>David Youree Elementary</b>	<b>2nd Grade Teacher</b>
<b>Mindy</b>	<b>Simpson</b>	<b>David Youree Elementary</b>	<b>RTI Coach</b>
<b>Wendy</b>	<b>Hicks</b>	<b>Eagleville School</b>	<b>4th Grade Teacher</b>
<b>Carol</b>	<b>Keasler</b>	<b>Eagleville School</b>	<b>Math Teacher</b>
<b>Kristen</b>	<b>Lucas</b>	<b>Eagleville School</b>	<b>5th Grade Teacher</b>
<b>Monica</b>	<b>White</b>	<b>Holloway High School</b>	<b>Math Teacher</b>
<b>Lorine</b>	<b>Nolan</b>	<b>Homer Pittard Campus School</b>	<b>Special Education Teacher</b>
<b>Erin</b>	<b>Powers</b>	<b>Homer Pittard Campus School</b>	<b>PE Teacher</b>
<b>Kathy</b>	<b>Danielson</b>	<b>John Colemon Elementary</b>	<b>SPED Teacher</b>
<b>Karen</b>	<b>Williams</b>	<b>John Colemon Elementary</b>	<b>RTI Coach Level 1</b>
<b>Rachel</b>	<b>Davenport</b>	<b>Kittrell Elementary</b>	<b>Art Teacher</b>
<b>Kayla</b>	<b>Jones</b>	<b>Lascassas Elementary</b>	<b>1st Grade Teacher</b>
<b>Catherine</b>	<b>Spann</b>	<b>Lascassas Elementary</b>	<b>ESL Teacher</b>
<b>Heather</b>	<b>Anderson</b>	<b>LaVergne High School</b>	<b>English Teacher</b>
<b>Brigitte</b>	<b>Bardwell</b>	<b>LaVergne High School</b>	<b>Math Teacher</b>
<b>Terry</b>	<b>Campbell</b>	<b>LaVergne High School</b>	<b>Dual Enroll Coordinator</b>
<b>Melanie</b>	<b>Contento</b>	<b>LaVergne High School</b>	<b>Integrated Math Teacher</b>
<b>Jacob</b>	<b>Long</b>	<b>LaVergne High School</b>	<b>Chemistry Teacher</b>
<b>Kay</b>	<b>Starrett</b>	<b>LaVergne High School</b>	<b>Library Media Specialist</b>
<b>Sheri</b>	<b>DeJaynes</b>	<b>LaVergne Lake Elementary</b>	<b>Tittle I RTI Coach Level 1</b>
<b>Aidan</b>	<b>Hansen</b>	<b>LaVergne Lake Elementary</b>	<b>3rd Grade Teacher</b>
<b>Jessica</b>	<b>Sorth</b>	<b>LaVergne Lake Elementary</b>	<b>1st Grade Teacher</b>
<b>Christina</b>	<b>Oats</b>	<b>LaVergne Middle School</b>	<b>8th Grade ELA Teacher</b>
<b>Stephen</b>	<b>Puckett</b>	<b>LaVergne Middle School</b>	<b>8th Grade Math Teacher</b>

<b>Cheryl</b>	<b>Restel</b>	<b>LaVergne Middle School</b>	<b>8th Grade ELA Teacher</b>
<b>Amanda</b>	<b>Florida</b>	<b>McFadden School of Excellence</b>	<b>2nd Grade Teacher</b>
<b>Leonard</b>	<b>Ciletti</b>	<b>Oakland High School</b>	<b>Mechatronics Teacher</b>
<b>Paul</b>	<b>Alumbaugh</b>	<b>Oakland High School</b>	<b>SPED CDC Teacher</b>
<b>Gregory</b>	<b>Baughn</b>	<b>Oakland High School</b>	<b>Business Education</b>
<b>Amy</b>	<b>Couch</b>	<b>Oakland High School</b>	<b>Theater Teacher</b>
<b>Alma</b>	<b>King</b>	<b>Oakland High School</b>	<b>Spanish Teacher</b>
<b>Anna</b>	<b>Shadburn</b>	<b>Oakland High School</b>	<b>English Teacher</b>
<b>Dean</b>	<b>Wright</b>	<b>Oakland High School</b>	<b>CTE Business Teacher</b>
<b>Elizabeth</b>	<b>Anderson</b>	<b>Oakland Middle School</b>	<b>Math Interventionist</b>
<b>Samuel</b>	<b>Godden</b>	<b>Oakland Middle School</b>	<b>STEM Teacher</b>
<b>Jonathan</b>	<b>Jordan</b>	<b>Oakland Middle School</b>	<b>SPED Inclusion Teacher</b>
<b>Stephanie</b>	<b>Renfroe</b>	<b>Oakland Middle School</b>	<b>6th Grade Science Teacher</b>
<b>Armanda</b>	<b>Shiver-Boyd</b>	<b>Oakland Middle School</b>	<b>6th Grade ELA Teacher</b>
<b>Kerrik</b>	<b>Cron</b>	<b>Riverdale High School</b>	<b>Math Teacher</b>
<b>Stephanie</b>	<b>Curfman</b>	<b>Riverdale High School</b>	<b>Math Teacher</b>
<b>Tracey</b>	<b>Duez</b>	<b>Riverdale High School</b>	<b>English Teacher</b>
<b>Haley</b>	<b>Joshua</b>	<b>Riverdale High School</b>	<b>Health Science Teacher</b>
<b>Christian</b>	<b>Horner</b>	<b>Riverdale High School</b>	<b>Tech Coach</b>
<b>Amanda</b>	<b>Jones</b>	<b>Riverdale High School</b>	<b>CTE Teacher</b>
<b>Charles</b>	<b>Limbaugh</b>	<b>Riverdale High School</b>	<b>History Teacher</b>
<b>Scott</b>	<b>Nelson</b>	<b>Riverdale High School</b>	<b>Chemistry Teacher</b>
<b>Jamie</b>	<b>Tudor</b>	<b>Riverdale High School</b>	<b>Family Science</b>
<b>Danielle</b>	<b>Clark</b>	<b>Rock Springs Elementary</b>	<b>SPED Teacher</b>
<b>Ashley</b>	<b>Morgan</b>	<b>Rock Springs Elementary</b>	<b>ESL Teacher</b>
<b>Cassie</b>	<b>Oring</b>	<b>Rock Springs Middle School</b>	<b>Assistant Principal</b>
<b>Stacey</b>	<b>Badger</b>	<b>Rockvale Elementary</b>	<b>1 - Teacher</b>
<b>Lori</b>	<b>Garza</b>	<b>Rockvale Elementary</b>	<b>3rd Grade Teacher</b>
<b>Whitney</b>	<b>Hodges</b>	<b>Rockvale Elementary</b>	<b>3rd Grade Teacher</b>
<b>Dameeka</b>	<b>McClish</b>	<b>Rockvale Elementary</b>	<b>3rd Grade Teacher</b>
<b>Ronda</b>	<b>McGeorge</b>	<b>Rockvale Elementary</b>	<b>2nd Grade Teacher</b>
<b>Elisabeth</b>	<b>Alexander</b>	<b>Rockvale Middle School</b>	<b>7th Grade Teacher</b>

<b>Christopher</b>	<b>Butner</b>	<b>Rockvale Middle School</b>	<b>7th Grade ELA Teacher</b>
<b>Amber</b>	<b>Emery</b>	<b>Rockvale Middle School</b>	<b>8th Grade ELA Teacher</b>
<b>Odalys</b>	<b>Gomez</b>	<b>Rockvale Middle School</b>	<b>ESL Teacher</b>
<b>Marcus</b>	<b>Hill</b>	<b>Rockvale Middle School</b>	<b>SPED Teacher</b>
<b>Eric</b>	<b>Hoffman</b>	<b>Rockvale Middle School</b>	<b>SPED Teacher</b>
<b>Lesley</b>	<b>North</b>	<b>Rockvale Middle School</b>	<b>8th Grade Math Teacher</b>
<b>Brittany</b>	<b>Taylor</b>	<b>Rockvale Middle School</b>	<b>8th Grade Social Studies Teacher</b>
<b>Lacy</b>	<b>Welker</b>	<b>Rocky Fork Middle School</b>	<b>Art Teacher</b>
<b>Brittany</b>	<b>King</b>	<b>Roy Waldron Elementary</b>	<b>3rd Grade Teacher</b>
<b>Danielle</b>	<b>Koch</b>	<b>Roy Waldron Elementary</b>	<b>3rd Grade Teacher</b>
<b>Jennifer</b>	<b>Poland</b>	<b>Siegel High School</b>	<b>Integrated 1 Teacher</b>
<b>Tyler</b>	<b>Reeder</b>	<b>Siegel High School</b>	<b>Government Teacher</b>
<b>Alex</b>	<b>White</b>	<b>Siegel High School</b>	<b>Band/Music Teacher</b>
<b>Morgan</b>	<b>Darnell</b>	<b>Siegel Middle School</b>	<b>6th Grade Science Teacher</b>
<b>Karen</b>	<b>Yung</b>	<b>Siegel Middle School</b>	<b>8th Grade ELA Teacher</b>
<b>Maleah</b>	<b>Gasser</b>	<b>Smyrna Elementary</b>	<b>K - Teacher</b>
<b>Rachel</b>	<b>Hibdon</b>	<b>Smyrna Elementary</b>	<b>2nd Grade Teacher</b>
<b>Dayna</b>	<b>Lewallen</b>	<b>Smyrna Elementary</b>	<b>ESL Teacher</b>
<b>Veronica</b>	<b>Minford</b>	<b>Smyrna Elementary</b>	<b>Special Education Teacher</b>
<b>Corey</b>	<b>Mullins</b>	<b>Smyrna Elementary</b>	<b>RTI Coach</b>
<b>Elizabeth</b>	<b>Williams</b>	<b>Smyrna Elementary</b>	<b>ESL Teacher</b>
<b>Christina</b>	<b>Dawson</b>	<b>Smyrna High School</b>	<b>Spanish Teacher</b>
<b>N'Keesia</b>	<b>Hall</b>	<b>Smyrna High School</b>	<b>Gifted Teacher</b>
<b>Melanie</b>	<b>Haupt</b>	<b>Smyrna High School</b>	<b>Math Teacher</b>
<b>Kira</b>	<b>Leavens</b>	<b>Smyrna High School</b>	<b>English Teacher</b>
<b>Nicole</b>	<b>Macomber</b>	<b>Smyrna High School</b>	<b>Chemistry Teacher</b>
<b>Tori</b>	<b>Oceguera</b>	<b>Smyrna High School</b>	<b>Math Teacher</b>
<b>Katherine</b>	<b>Tuter</b>	<b>Smyrna High School</b>	<b>Special Education Teacher</b>
<b>Steven</b>	<b>Williams</b>	<b>Smyrna High School</b>	<b>Driver's Ed Teacher</b>
<b>Jenny</b>	<b>Kawano</b>	<b>Smyrna Middle School</b>	<b>SPED Teacher</b>
<b>Dana</b>	<b>Pare</b>	<b>Smyrna Middle School</b>	<b>7th/8th Grade Math Teacher</b>
<b>Susan</b>	<b>Russ</b>	<b>Smyrna Middle School</b>	<b>7th Grade ELA Teacher</b>

Lindsey	Sutherland	Smyrna Middle School	7th Grade Science Teacher
Heather	Biles	Smyrna Primary School	Interventionist
Shelia	Fellers	Smyrna Primary School	SPED Teacher
Brady	Seymore	Smyrna Primary School	5th Grade ELA/SS Teacher
Olivia	Bledsoe	Stewarts Creek Elementary	5th Grade Teacher
Kelsey	Dunn	Stewarts Creek Elementary	4th Grade Teacher
Sarah	Parker	Stewarts Creek Elementary	2nd Grade Teacher
Kristi	Peek	Stewarts Creek Elementary	4th Grade Teacher
Dawn	Barger	Stewarts Creek High School	SPED Teacher
Michael	Chester	Stewarts Creek High School	Music/Band Teacher
Teresa	Darden	Stewarts Creek High School	Math Teacher
Donald	Fann	Stewarts Creek High School	Drama Teacher
Joshua	Hoevelmann	Stewarts Creek High School	CTE - Audio Technology Teacher
Angela	Honeycutt	Stewarts Creek High School	Spanish Teacher
Kathryn	Kennedy	Stewarts Creek High School	Guidance Counselor
David	Martin	Stewarts Creek High School	PE Teacher
Brooke	Mayo	Stewarts Creek High School	PE Wellness Teacher
Timothy	Rathert	Stewarts Creek High School	Math Interventionist
Rebecca	Robbins	Stewarts Creek High School	Math Teacher
Shaun	Smith	Stewarts Creek High School	English Teacher
Kristina	Walker	Stewarts Creek High School	Health Science Teacher
Shannon	Watson	Stewarts Creek High School	English Teacher
Karla	White	Stewarts Creek High School	Spanish Teacher
Allen	Kessinger	Stewarts Creek Middle School	8th Grade Social Studies Teacher
Phillip	Nau	Stewarts Creek Middle School	PE and Computer Teacher
Olivia	Birkey	Stewarts Creek Middle School	8th Grade Math Teacher
Evelyn	Sindorf	Stewarts Creek Middle School	7th Grade Science Teacher
Shelby	Ashworth	Stewartsboro Elementary	PreK - Teacher
Chelsea	Gagne	Stewartsboro Elementary	3rd Grade Teacher
Molly	Hyde	Stewartsboro Elementary	K - Teacher
Lauri	McAteer	Stewartsboro Elementary	Special Education Teacher
Kirsten	Phillips	Stewartsboro Elementary	School Counselor

<b>Krista</b>	<b>Smith</b>	<b>Stewartsboro Elementary</b>	<b>5th Grade Teacher</b>
<b>Lynda</b>	<b>Davidson</b>	<b>Thurman Francis Arts Academy</b>	<b>5th Grade Math Teacher</b>
<b>Leslie</b>	<b>Sparks</b>	<b>Thurman Francis Arts Academy</b>	<b>Spanish Teacher</b>
<b>Bridgett</b>	<b>Wright</b>	<b>Thurman Francis Arts Academy</b>	<b>3rd Grade Teacher</b>
<b>Lindsey</b>	<b>Stephens</b>	<b>Walter Hill Elementary</b>	<b>1st Grade Teacher</b>
<b>Ashlan</b>	<b>Denton</b>	<b>Wilson Elementary</b>	<b>2nd Grade Teacher</b>
<b>Meagan</b>	<b>Reed</b>	<b>Wilson Elementary</b>	<b>K - Teacher</b>
<b>Stevie</b>	<b>Trotter</b>	<b>Wilson Elementary</b>	<b>School Counselor</b>

**Motion made by Ms. Sharp, seconded by Mr. Young, to approve the recommendation of the Director of Schools to award tenure to the teachers who meet criteria for 2018-2019 school year.**

**Vote: All Yes**

#### **11. COURSES OFFERED FOR CREDIT 9-12 FOR 2019-2020 SCHOOL YEAR**

**The Instruction Department is requesting permission to offer the courses listed in the attachment for the 2019-20 school year under the following guidelines: Board of Education Policy 4.201 states in part, “A listing of courses offered for credit in grades 9-12 will be approved annually by the Board.”**

**\*See attachment for Course Offering List**

**Motion made by Ms. Sharp, seconded by Mr. Young, to approve 2019-2020 course offering list for Rutherford County high schools as presented.**

**Vote: All Yes**

#### **12. 2019-2020 SPECIAL COURSES REQUEST**

**The Instruction Department is requesting permission to make an application to offer credit for special courses under the following guidelines: Rule 0520-1-3-.05-2a: “Local school systems may offer special courses not listed in 0520-1-3-.06 on an experimental basis. The Commissioner of Education must approve each course in advance each year.” Rutherford County High Schools are requesting approval for the following special course requests:**

- Positive Psychology
- Anthropology
- Etymology
- Shakespeare II
- African American History
- Global Diplomacy
- Native American History
- U.S. Presidency
- Focus of Adulthood (SpEd)
- Introduction to Self-Advocacy (SpEd)
- Music History
- Environmental Tech I
- Environmental Tech II
- Film and TV Studies

**\*Attachment (Special Course Local Approval and Assurances)**

**Motion made by Mr. Jordan, seconded by Mrs. Moore, to approve 2019-2020 special course requests for Rutherford County high schools as presented.**

**Vote: All Yes**

### **13. TEXTBOOK ADOPTION REPORT ED-5009 FOR SOCIAL STUDIES**

**School systems are required to submit textbook adoptions annually on forms provided by the Tennessee Department of Education. The elementary, middle and high school textbook committees are recommending the purchase of the Social Studies textbooks listed for use beginning 2019-2020 through 2023-2024 school years.**

**\*See attached list.**

**Motion made by Ms. Sharp, seconded by Mr. Hodge, to approve Social Studies textbook adoption for middle and high schools, as presented.**

**Vote: All Yes**

### **14. TEXTBOOK ADOPTION REPORT ED-5009 FOR WORLD LANGUAGES**

**School systems are required to submit textbook adoptions annually on forms provided by the Tennessee Department of Education. The high school textbook committees are recommending the purchase of the World Language textbooks listed for use beginning 2019-2020 through 2023-2024 school years.**

**\*See attached list**

**Motion made by Mr. Young, seconded by Mr. Jordan, to approve World Language textbook adoption for high schools as presented.**

**Vote: All Yes**

**15. FACILITIES USE APPROVED FOR EXEMPTION**

**Pursuant to Board Policy 3.206 public education schools and institutions, post-secondary education institutions, private universities and colleges, governmental entities or agencies that provide benefits to the Rutherford County School System or have an in-kind relationship approved by the Director of Schools may request the Board of Education to allow an exemption from the use of facilities fee which the Board may allow or deny based upon the details of the specific request. The following groups qualify for the exemption:**

**Motion made by Mr. Hodge, seconded by Ms. Sharp, to approve the following groups requesting fee waivers for the use of facilities pursuant to Policy 3.206:**

**Rutherford County Conservation**

**Board-Christiana Community Baseball  
& Softball Association**

**Baseball/Softball games & practices  
(CES & ChMS)**

**JPJ Foundation of Murfreesboro**

**Charity Youth Basketball Tournament (OHS)**

**Vote: All Yes**

**FOR INFORMATION ONLY**

**SOUGHT EXEMPTION**

**Rock Springs Middle**

**RCS Retired Teachers & TN Valley Quilters Association,  
summer assembly, 7/19/19-7/20/19, auditorium & cafeteria,  
calculated fees = \$830, See attached requested exemption &  
Principal's notes**

**Note: Facility use for 4/10/19 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.**

**16. STUDENT DISCIPLINE APPEAL**

**The Board has been requested to review the March 15, 2019 decision of the Disciplinary Hearing Authority (DHA) to uphold the decision to remand a student to alternative school. The student was remanded for conduct prejudicial to good order and discipline. This review is pursuant to the provisions of Policy 6.317. The Board shall either review the record or grant a second hearing.**

**Motion made by Mr. Jordan, seconded by Mrs. Moore, to affirm the decision of the hearing authority.**

**Vote: All Yes**

**17. INSURANCE UPDATE**

**Mr. Sandvig gave the following update on insurance.**

**Ed Elam was introduced as the new director of insurance.**

**January 2020 Medical Insurance Rates:**

**5.0% increase for Co-pay Plan**

**7.5% increase for Deductible Plan**

**2.0% increase for HRA Plan**

**The possibility of adding an HSA (Health Savings Account) plan for the January 2021 medical insurance was mentioned. The cost of the \$35,000 employee life insurance policy the system pays went from \$19 to \$34. This \$34 rate is still slightly less than what we paid the previous provider.**

**A motion failed that would have made working spouses with an employer provided ACA-compliant medical insurance plan eligible to join Rutherford County's plan. This group of spouses was removed from our plan beginning in January 2016.**

**18. DIRECTOR'S UPDATE**

**The Director gave a summary on YouScience Talent Pipeline Report and provided an informative hand-out.**

**19. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**

**Ms. Johnson reported on three education bills that are being considered by the Tennessee Legislature. The bills include the topic of vouchers. The Tennessee School Boards Association and the issue of arming classroom teachers. Two of those bills – the one on TSBA and the one among teachers – have been retired for the current year's legislative session with no further action expected this year.**

**20. FEDERAL RELATIONS NETWORK (FRN) UPDATE**

**Mr. Hodge reported on the U.S. Education Secretary Betsy DeVos' recent visit to Tennessee to meet with Governor Bill Lee and their closed-door roundtable discussion with many supporters of charter schools and vouchers.**

**21. GENERAL DISCUSSION**

**Mrs. Moore requested to make a statement on the record. The following is her statement.**

**“When we talk about vendors submitting bids for business with our school system from a personal and ethical stand point, I am not speaking on behalf of the Board. I am speaking for myself. I have a real issue with a vendor that is in the middle of a RFP process that would have someone reaching out individually to Board Members on that vendors behalf to try to lobby, not only for why their vendor should get this contract, but also casting aspersions against another vendor that is active in the process. I think this is absolutely and totally unethical and unacceptable and quite frankly if I were involved in the process and that happened, and it was my decision to make, they would automatically lose their standing in that process.”**

**Mrs. Moore also stated “I have never in the 4 1/2 years sitting on this board had a contractor or office supply company or someone who wants to sell us tech equipment for our audio-visual stuff reach out to me to lobby on behalf of their company or a company they are associated with to try to convince me that this vendor needs to have that business. I find that highly disappointing and I just want to go on record with that tonight.”**

**There being no further business, the meeting adjourned at approximately 7:10 P.M.**

\_\_\_\_\_  
**Jim Estes, Board Chairman**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Bill C. Spurlock, Director of Schools**

\_\_\_\_\_  
**Date**

**RUTHERFORD COUNTY SCHOOL SYSTEM  
Board of Education Meeting  
2240 Southpark Drive  
Murfreesboro, TN 37128**

**Special Called Budget Meeting  
Minutes of April 16, 2019**

**Board Members Present**

**Jim Estes, Board Chairman  
Coy Young, Vice-Chairman  
Terry Hodge  
Tiffany Johnson  
Jeff Jordan  
Lisa Moore  
Tammy Sharp  
Bill C. Spurlock, Director of Schools**

**The Board Chairman called the meeting to order at 5:00 P.M. Mrs. Lisa Moore led the Pledge of Allegiance.**

**The purpose of the meeting was to review the 2018-2019 Proposed Budget and be prepared for a vote at the April 22 Budget meeting.**

**The Director reviewed line items and answered questions as presented.**

**The Board discussed the increase in transportation costs.**

**Motion made by Mr. Young, seconded by Mrs. Johnson, to add an additional 2.5% increase for a total of 5% increase for bus contractors.**

**Vote: Yes – Mr. Hodge, Mr. Young, Mrs. Johnson, Mr. Jordan  
Abstain - Mrs. Moore  
No - Ms. Sharp**

**The Director reviewed the GPS Budget. He informed the Board that the Coordinator 1 and 2 positions would now all be Coordinators. The Principals' work days will be increased to 240 days from 230 days.**

**The Board stated they would like to see a salary increase for all personnel.**

**Motion made by Mr. Hodge, seconded by Mr. Young, to address the Director's salary the first of the year.**

**Vote: All Yes**

**Mr. Young suggested that the Board address the pay scale for all employees and that salaries should be reviewed every three to five years.**

**There being no further business, the meeting adjourned at approximately 7:15 P.M.**

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**Jim Estes, Board Chairman**

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**Date**

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**Bill C. Spurlock, Director of Schools**

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**Date**

**RUTHERFORD COUNTY SCHOOL SYSTEM  
Board of Education Meeting  
2240 Southpark Drive  
Murfreesboro, TN 37128**

**Special Called Budget Meeting  
Minutes of April 22, 2019**

**Board Members Present**

**Jim Estes, Board Chairman  
Coy Young, Vice-Chairman  
Terry Hodge  
Tiffany Johnson  
Jeff Jordan  
Lisa Moore  
Tammy Sharp  
Bill C. Spurlock, Director of Schools**

**The Board Chairman called the meeting to order at 5:00 P.M. Ms. Tammy Sharp led the Pledge of Allegiance.**

**Mr. Jason Everett, Transportation Director, presented a detailed transportation update.**

**Motion made by Ms. Sharp, seconded by Mrs. Moore, to give an additional 1.50% raise to certified and classified employees.**

**Motion made by Mr. Jordan, seconded by Mr. Hodge, to amend the motion to give a 5% raise for all certified and classified employees.**

**Vote on Amendment: All Yes**

**Motion passed as amended.**

**The Director reviewed the detailed revenue sheet of the 2019-2020 General Purpose School and updated the Board on budget changes.**

**Mr. Sandvig stated there is \$350,000 to \$400,000 estimated savings due to 3.25% versus 5.00% increase for medical insurance savings effective January 1, 2020.**

**Motion made by Mr. Young, seconded by Mr. Jordan, to approve Fund 141 2019-2020 General Purpose School Centralized Budget as amended.**

**Vote: All Yes**

**Motion made by Mr. Jordan, seconded by Mrs. Moore, to approve Fund 143 2019-2020 Centralized Cafeteria Fund Budget as presented.**

**Vote: All Yes**

**Motion made by Mr. Jordan, seconded by Mr. Hodge, to approve Fund 177 2019-2010 Capital Projects Fund Budget and to present a budget based on ten cents or to request a total of ten cents for alternative funding.**

**Vote: All Yes**

**There being no further business, the meeting adjourned at approximately 6:30 P.M.**

\_\_\_\_\_  
**Jim Estes, Board Chairman**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Bill C. Spurlock, Director of Schools**

\_\_\_\_\_  
**Date**

## **FACILITIES USE**

April 25, 2019

## **CONSENT AGENDA**

Blackman High	Tennessee Shock, AAU Basketball practice, 4/25/19-7/17/19 Tu/Th 6-8pm, gym, \$18/hr
Blackman High	Murfreesboro Soccer Club, games and practices on turf, 5/5/19-8/27/19 Su/Tu 2-4pm & 7-9pm, Indoor facility, \$6,400.00 (\$100/hr)
LaVergne Middle	Debbie's School of Dance, dance recital, 6/27/19-6/29/19 8am-4pm & 11am-6pm, auditorium, \$855
Riverdale High	Black Dragon Martial Arts, Tournament, 4/27/19 7am-6pm, gym, \$290
Riverdale High	Cottage Glen HOA, community HOA meeting, 4/25/19, cafeteria, \$36
Stewarts Creek High	Nashville Youth Basketball Association, AAU Tournaments, 5/4/19-5/5/19 7am-10pm, gyms, \$1,160.00

### **Contract with LaVergne Middle School and Mindsteps Inc.**

**Presentation:** The professional development provided by Robyn Jackson will equip teachers with a step-by-step guide to motivating the resistant student. Robyn Jackson will touch on the following areas with teachers to motivate their students to learn: determine what investments needed to be taken by students to make it in the classroom, and shape classrooms to make it more likely that students will make those investments. Student investing in their learning will allow students to feel motivated in mastering the state standards, raising achievement, and be a part of building the school culture.

#### **Contract Details:**

Program: Mindsteps Inc.

Usage: School-wide

Where: LaVergne Middle School

Cost: \$17,000 which will be paid 100% with Title I funds.

*(This contract will be pending the approval of the Title I FY20 funds.)*

**Motion:** To approve contract between LaVergne Middle and Mindsteps Inc.

## ACCEPTANCE

The information contained in this contract constitutes the terms between Mindsteps Inc. Washington D.C. , and Rutherford County Schools / La Vergne Middle School 382 Stones River Rd. La Vergne, TN 37086

All prices agreed upon will be honored by both parties. Continued services after that time will require a new agreement.

**Authorized Signature:** The undersigned agrees to the terms of this contract on behalf of Rutherford County Schools / La Vergne Middle School pending release of funds for FY20.

### PROPOSAL ACCEPTANCE: Rutherford County Schools / La Vergne Middle School

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 SIGNATURE

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 DATE

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 NAME

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 TITLE

### PROPOSAL ACCEPTANCE: MINDSTEPS INC.

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 [Document.CreatedDate]

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 SIGNATURE

---

 DATE

---

 JOHN F. JACKSON III

---

 VICE PRESIDENT

---

 NAME

---

 TITLE

## PROPOSAL DETAILS

Below is a list of the Proposal Details, please confirm the delivery dates with your initials. If you choose an Additional Option please indicate your acceptance by initialing in the column beside each.

DELIVERABLE	DESCRIPTION	INITIAL ACCEPTANCE
2-Day Motivation Workshop Series	2 full days of training on motivation for teachers.	
WORKSHOP SERIES DELIVERY DATES	Day One: August 7, 2019 Day Two: November 7, 2019	_____
TOTAL INVESTMENT	\$17,000.00	
ADDITIONAL OPTION 1 -	\$20.66 ea. No. of books _____	_____

PLEASE NOTE: The total investment is inclusive of all travel, administrative, logistical, and communication expenses.

## INVESTMENT SCHEDULE

HERE ARE THE IMPORTANT DATES RELATED TO THE INVESTMENT.

DUE DATE	DELIVERABLE/DESCRIPTION
On or before April 27, 2019	Sign and return proposal.
August 7, 2019	1st Payment of \$8,500
November 7, 2019	2nd Payment of \$8,500

**Contract with Roy Waldron Elementary School and SBP Consulting, Inc. for August 2, 2019 and January 29-30, 2020**

Steve Parese with SBP Consulting will facilitate a professional development training for teachers at Roy Waldron Elementary School on Therapeutic Behavior Management pending approval of the FY20 Budget. This will be a full-day training and 2 consultation days. The full-day training will be on August 2, 2019. The two consultation days will be on January 29-30, 2020. The content of the professional learning will focus on giving teachers and building leaders insights and skills to manage emotional and behavioral issues which threaten an effective learning environment.

The total cost is \$10,250.00 for the three days. Title I funds will pay for 100% of the cost of the professional development pending approval of the FY20 Budget. (fee includes materials and travel expenses)

**Motion to approve** a contract between Rutherford County Schools and SBP Consulting, Inc. for a professional development for all teachers at Roy Waldron Elementary.



**SBP Consulting, Inc.**

**PO Box 336 Danbury, NC 27016 office (336) 593-3533 fax (336) 7933049**

A Contractual Agreement Between  
DR. STEVE PARESE of SBP CONSULTING, INC.  
and Roy Waldron Elementary School

April 10, 2019

1. Dr. Steve Parese, of SBP Consulting, Inc. agrees to act as an independent contractor to Roy Waldron Elementary School, part of the Rutherford County, TN School District, to provide training and consultation services in "Therapeutic Behavior Management" (TBM) and related concepts. Topics may be changed by agreement of both parties.
2. The first event will be a full-day workshop, which will take place at Roy Waldron Elementary School, 125 Floyd Mayfield Dr. La Vergne, TN 37086 on Friday, August 2, 2019, from approximately 8:00AM - 4:00PM. It will be attended by approximately 80 staff, and will focus on content from the program "TBM for Elementary Schools." Per the proposal dated March 15, 2019, the cost will be \$4,300, inclusive of fees, materials, and travel expenses.
3. The second event will be a 2-day consultation which will include some combination of school and classroom observations, in-the-moment coaching, and targeted follow-up training for a smaller subset of the initial group. It will take place on January 29-30, 2020. Per the proposal dated March 15, 2019, the cost will be \$5,950, inclusive of fees, materials, and travel expenses.
4. SBP Consulting, Inc.'s responsibilities include providing the following:
  - a. Dr. Parese in person as instructor
  - b. All professional instructions and group activities;
  - c. A positive interpersonal learning atmosphere;
  - d. All instructional materials;
  - e. Electronic certificates for all staff completing TBM certification requirements; and
  - f. A follow-up report within 2 weeks of completing the second event.
5. Rutherford County, TN Schools' responsibilities include providing the following:
  - a. Adequate and comfortable training room for the number of participants enrolled;
  - b. Necessary AV materials, including a screen, and two flip charts with stick-on sheets;
  - c. Coffee, water, and snacks for staff.
6. All TBM materials are protected by federal copyright law. Rutherford County, TN Schools agrees to abide by copyright laws with regard to such material, and to support this protection in interactions with others.
7. An invoice for each of the two events will be sent prior to each event. Payment in full is requested within 30 days. Checks should be made payable to "SBP Consulting, Inc."

8. In case of postponement of the training due to impassable weather, natural disasters or political emergencies, the events will be rescheduled within 3 months and each party will be responsible for its own additional expenses. In the event of a cancellation or postponement by Roy Waldron Elementary School for any other reason, there will be a \$2,500 cancellation fee per event.

*This agreement between SBP Consulting, Inc. and Roy Waldron Elementary School becomes valid when signed by the following designated officials.*

For SBP Consulting, Inc.:

A handwritten signature in black ink, appearing to be 'SP' with a stylized flourish.

Steve Parese, Ed.D.

SBP Consulting, Inc. EIN: 56-2159451

April 10, 2019

For Roy Waldron Elementary School / Rutherford County, TN Schools:

I am duly qualified to accept this contract with SBP Consulting, Inc. for the services described and the conditions stated above.

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Print Name

---

Signature

---

Date

---

Title

**Bid #3396**  
**Cooling Tower and Heat Exchange Replacement**  
**(Blackman High)**

<b>Bidders</b>	<b>Cooling Tower and Heat Exchange Replacement</b>	<b>Days to Complete</b>	<b>Cooling Tower Make and Model</b>	<b>Heat Exchanger Make and Model</b>	<b>Add Alternate - Stainless Steel Basin</b>	<b>Add Alternate - Stainless Steel Water Contact Area of Basin</b>	<b>Add Alternate - Stainless Steel Water Contact Area of Tower</b>	<b>Add Alternate - (4) Verible Frequency Drives</b>
CHC Mechanical Contractors	\$ 289,000.00	35	BAC-BVT 1-600-P	Polaris S100-IS10-245-TKTM51				
<b>Demand Mechanical</b>	<b>\$ 272,373.00</b>	<b>90</b>	<b>BAC-BVT 1-600-P</b>	<b>Polaris</b>	<b>\$ 24,624.00</b>	<b>\$ 34,636.00</b>	<b>\$ 69,940.00</b>	<b>\$ 34,873.00</b>
Maynard Select	\$ 298,000.00	88	BAC-BVT 1-600-P	Polaris S100B-IS10				
Synergy Service, LLC	\$ 292,205.00	90	BAC-BVT 1-600-P	Polaris S100-IS10-245	\$ 24,400.00			\$ 43,900.00

Mailed to 44 vendors  
40 vendors did not respond

Recommend: Motion to award to Demand Mechanical for overall lowest and best bid.

To be funded through Capital Projects



# SMYRNA HIGH SCHOOL

"Pride, Tradition and Excellence"

Dr. Sherri Southerland  
Principal

Mr. Billy Harris  
Vice-Principal

Mr. Steven Lay  
Vice-Principal

Mr. Mike Messerly  
Vice-Principal

Mrs. Nicole Takayama  
Vice-Principal

April 22, 2019

To: Mr. Bill Spurlock

From: Dr. Sherri Southerland, Mrs. Nicole Takayama, and Mr. Billy Harris

Dear Mr. Spurlock,

We are requesting that you, as Director of Schools, recommend that the Theater/Auditorium at Smyrna High School be named after Shannon Williams. The facility would be called the Shannon Williams Fine Arts Auditorium. We are requesting this since Mrs. Williams, before her passing, made outstanding contributions to both Smyrna High, the theater program, and the local community. Mrs. Williams was the only drama teacher at Smyrna High for over twenty years. When she began, there were only two sections of drama being offered. Now, there are 6 full sections with a waiting list to be a part of the class. Mrs. Williams spent countless hours developing the program, supporting students participating in volunteer opportunities in their community, and even working with students (current and former) on speeches and performances for interests outside of SHS. As was evidenced by the tremendous attendance at her funeral, she has touched the lives of hundreds of students and their families through her service here at Smyrna High. We make this request to honor both her dedication to SHS and the Bulldog Family as well as her legacy in our community. We would like to get this approved by the board so that we can have a ceremony in the very near future. Please email me, Mrs. Takayama, or Mr. Harris to let us know if this is a possibility.

Sincerely,

Dr. Sherri Southerland

**State Collaborative on Reforming Education**

**Grantee**

**and**

**Rutherford County Board of Education**

**Sub-grantee**

**Sub-grantee Project Contract Agreement Between the State Collaborative on Reforming Education  
and the Sub-grantee**

**The Parties**

**Name of Sub-grantee: Rutherford County Board of Education**

**Amount of Sub-grant: \$124,000.00**

The State Collaborative on Reforming Education (hereafter, "SCORE") has received grant funding from the CMA Foundation.

Rutherford County Board of Education (hereafter, "Sub-grantee") is the organization with which SCORE is contracting.

**Purpose**

This Agreement between SCORE and the Sub-grantee provides details about roles and responsibilities of the key organizations that are participating in a collaboration to advance the Tennessee State of the Arts initiative. The Sub-grantee shall expand students' access to high-quality music education as described in the Sub-grantee's proposal and as summarized in **EXHIBIT 1** and consistent with the Budget outlined in **EXHIBIT 2**.

**Roles**

SCORE is dedicated to the Project described in **EXHIBIT 1**. This Project also aligns with the strategic priorities established by SCORE. SCORE, as primary grantee, has received grant funding to establish this Project. SCORE shall disburse sub-grant funds to Sub-grantee according to the schedule outlined in **EXHIBIT 3**.

Sub-grantee has the legal and fiduciary responsibilities for receiving, disbursing and managing sub-grant funds and other resources. It will manage the funds awarded to it by SCORE in carrying out required fiscal, administrative, and educational duties.

Sub-grantee has affirmed that it possesses a commitment to the Project described in **EXHIBIT 1**.

**Sub-grantee Responsibilities**

Sub-grantee agrees to provide the following administrative services and technical support in implementing the Project:

- Sub-grantee shall fulfill requirements listed in **EXHIBIT 1**.
- The proposed Budget is included in this Agreement as **EXHIBIT 2**. Sub-grantee shall directly manage dispersal of funds and shall apply any interest earned on sub-grant funds to the program.
- Sub-grantee shall make payments for eligible administrative expenses. It is understood by and between the parties hereto that SCORE will assume no liability for debts incurred by the Sub-grantee for performance under this sub-grant. All expenses incurred by Sub-grantee shall remain the responsibility of the Sub-grantee.
- Sub-grantee shall maintain records of receipts and expenditures made during the grant term and in connection with the grant in a detailed, auditable manner conforming to generally accepted accounting principles for a period of four (4) years following the conclusion of the grant term. All funds received by Sub-grantee shall be maintained and detailed with separate, identifiable accounting codes for ease of review and/or audit. Expenditures under this grant are subject to review by SCORE and to audit by a firm selected solely by SCORE. Any expenditures deemed unauthorized or inappropriate for this project shall be subject to reimbursement to SCORE.
- The Sub-grantee shall share any publicity regarding the awarding of the sub-grant or the program supported by the sub-grant with the Tennessee Department of Education (TDOE) director of arts education at [Arts.Education@tn.gov](mailto:Arts.Education@tn.gov) for approval in advance. Any communications, including press releases, social media postings, or other means of promotion, concerning the sub-grant or project or that uses the name or logo of SCORE, the CMA Foundation, or the TDOE must be approved in advance to ensure that the relationship among all interested parties is clearly defined and credited and the content, timing, and distribution complies with SCORE, TDOE, and funding source guidelines.
- Sub-grantee shall not use any part of the sub-grant funds or the income therefrom to carry on propaganda or otherwise attempt to influence legislation; for lobbying, political contributions, or to support political campaigns; to influence the outcome of any particular election for public office or to carry on, directly or indirectly, any voter registration drive; to undertake any activity other than for charitable, educational, or exempt purpose specified in Section 170(c)(2)(B) of the Internal Revenue Code. The Sub-grantee shall not knowingly provide financial support or other resources to any individual or entity to further unlawful acts including acts of violence or terrorism, and the Sub-grantee shall comply with all laws, statutes, and regulations restricting U.S. persons from dealing with any individuals, entities, groups, or countries subject to Office of Foreign Assets Control sanctions.
- Sub-grantee shall possess or adopt a policy that states that it does not discriminate on the basis of sex, race, age, religion, national origin, and sexual orientation in its employment and student services/admission practices.
- Sub-grantee shall grant to SCORE and the Tennessee Department of Education a non-exclusive, royalty-free, worldwide, perpetual license to all of Sub-grantee's rights, in all works developed by the Sub-grantee as part of the sub-grant and to reproduce, distribute, publicly display, perform and create derivative works from such works.
- Sub-grantee shall notify SCORE within five business days after learning of a change in the Sub-grantee's tax status.
- Sub-grantee shall identify a project manager to serve as the primary point of contact for the project and provide information to SCORE, the Tennessee Department of Education, and the CMA Foundation as needed throughout the project. The project manager shall be responsible for the planning, implementation, and oversight of the project. In the event that the project manager terminates his or her affiliation with the project or is otherwise unable to fulfill these duties at some point during the sub-grant term, the sub-grantee shall appoint a new individual to serve as project manager within 10 business days of the vacancy.

## Reporting Requirements

Sub-grantee shall produce periodic reports according the schedule outlined in **EXHIBIT 3**:

- Each periodic report shall contain a financial statement and a narrative account of what was accomplished by the expenditure of the sub-grant funds, including progress made toward achieving the goals of the Project, evaluation metrics, and an assurance that the activities under the sub-grant and Project have been conducted in conformity with the terms of this Agreement. The financial statement shall reflect all expenditures made with the sub-grant funds as of the end of the applicable reporting period.
- Sub-grantee shall complete reports on the templates provided and shall submit them electronically to the Tennessee Department of Education director of arts education at [Arts.Education@tn.gov](mailto:Arts.Education@tn.gov) or via the State of the Arts shared cloud workspace.
- Sub-grantee shall respond to inquiries from SCORE related to this project within five (5) business days.
- Sub-grantee may be required to submit additional reports as requested by SCORE.
- If any report is not submitted, further payments, if any, under this sub-grant to the Sub-grantee may be withheld in the sole discretion of SCORE.

## Monitoring and Evaluation

- SCORE shall conduct Sub-grantee monitoring via routine review of Project records as provided by Sub-grantee and via site visits to Sub-grantee as deemed necessary. In the event that there are significant issues in the above components, this Agreement will be subject to review.
- At any time during the sub-grant term and for a period of four years thereafter, SCORE and the CMA Foundation may monitor and conduct a review of the use of this sub-grant, which may include an onsite visit(s) to observe the sub-grantee's programming and activities generally, one or more discussions and consultations with the sub-grantee's management regarding the programming and finances related to the sub-grant, and an inspection of the sub-grantee's financial and other records and materials relating to the sub-grantee's programming and activities financed by the sub-grant.
- SCORE shall, as deemed necessary, identify overall successes and challenges in the delivery of services within the Project.
- SCORE shall, as deemed necessary, identify needed modifications in Project design and requirements and develop revisions for inclusion in sub-grant activities.

## Term and Amendments

This Agreement shall take effect upon **May 1, 2019**. Amendments shall be made to this Agreement solely by mutual written consent. Changes that are mandated by the funding sources will be communicated to Sub-grantee within ten (10) days and subsequently integrated into this Agreement within five (5) days. The funding source amendments shall not require mutual consent.

Sub-grantee is exempt from United States federal income tax under section 501(c)(3) of the Internal Revenue Code and is a publicly supported organization described in section 509(a)(1) or section 509(a)(2) of the Internal Revenue Code. If any change in Sub-grantee's qualification as such an organization occurs, the Sub-grantee shall notify SCORE in writing within five (5) business days after learning of such change. The parties agree that SCORE may respond to such notification by terminating SCORE's obligation under this Agreement to distribute the sub-grant or any part of the sub-grant not yet distributed, and giving notice to Sub-grantee to immediately return the remaining balance of any unused sub-grant funds.

This Agreement can be terminated with fifteen (15) days' notice, upon written request from either party to the other. This Agreement may be terminated at any time under the following circumstances:

- In the event of a breach of any material provision of this Agreement upon ten (10) days' written notice by the non-breaching party to the other party, but only if such breach is not cured within five (5) days after such notice is given. The notice shall specify the nature of the breach.
- Sub-grantee assigns or attempts to assign this Agreement or any of its obligations hereunder without the advance written consent of SCORE.
- In the event of either the loss of grant funding or notification received of the potential loss of grant funding.
- In the event Sub-grantee initiates termination of this Agreement, Sub-grantee agrees to continue to serve Project participants who have already established a relationship with Sub-grantee.

If the Project is terminated or the affiliation between Sub-grantee and SCORE is terminated, funds that have been appropriated to Sub-grantee for Project participants will remain available for those participants until all liabilities have been satisfied.

Sub-grantee shall return all unobligated funds to SCORE within ten (10) days of the termination of the Project or at the end of the Project period. All obligated funds must be for activities conducted during the sub-grant term.

No amendment or modification to this Agreement will be effective unless it is in writing and signed by the duly authorized representatives of both parties.

### **Subcontracting**

If at any time the Sub-grantee intends to subcontract its obligations under this Agreement, the site agency may do so only:

- Upon the advance written approval of SCORE;
- If the Sub-grantee assumes the responsibility for the actions and omissions of the subcontractor; and
- Pursuant to a written agreement in which SCORE is a third party beneficiary and which contains terms and conditions consistent with the requirements of this Agreement.
- This sub-grant shall not be used for a grant to another organization, and the sub-grant shall not be assigned, transferred, or conveyed to any other person or entity without written approval obtained in advance from SCORE.

Any act or omission by a subcontractor, which would be a breach of this Agreement if such act or omission were made by Sub-grantee, shall be deemed to be a breach of this Agreement by the Sub-grantee.

### **Employment Not Intended**

In the performance of this Agreement, it is mutually understood and agreed that Sub-grantee and each of its employees and agents are at all times performing as an independent agency and not as an employees of SCORE, and that neither Sub-grantee or its employees, agents or representatives shall have any claim under this Agreement or otherwise against SCORE for income taxes, employment taxes, workers compensation, unemployment benefits, or other employee benefits, all of which shall remain the sole responsibility of the Sub-grantee.

**Agency Not Intended**

Sub-grantee shall have no power or incur any liability or obligation in the name of SCORE and shall have no power or right to bind SCORE to any contracts or agreements.

**Tennessee Claims Commission**

Any liability of the Sub-grantee to SCORE and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the Sub-grantee under this Agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.

**Controlling Law and Jurisdiction**

This Agreement shall be controlled by the laws of the State of Tennessee.

**Severability**

In the event that any part of this contract is deemed unconstitutional or legally unenforceable by a court of competent jurisdiction exercising its powers under the laws of the State of Tennessee, such part shall be elided from the Agreement and the remaining provisions shall remain enforceable.

**Notices**

All notices, demand, approvals and consents which may or are required to be given by one party to the other under this Agreement shall be in writing and shall be delivered to the name and address as follows:

**If to SCORE:**

David Mansouri  
President  
SCORE  
1207 18<sup>th</sup> Ave., South Suite 326  
Nashville, TN 37212

**If to Sub-grantee:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Effective Dates:**

This Agreement shall take effect upon May 1, 2019 and shall end on June 30, 2022.

**ATTEST:**

AUTHORIZED OFFICIAL

For SCORE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

AUTHORIZED OFFICIAL

For Rutherford County Board of Education

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT 1:** Project Description

**EXHIBIT 2:** Project Budget

**EXHIBIT 3:** Schedule of Reporting and Distribution of Funds

# EXHIBIT 1

## Project Description



State of the Arts Music Grant

District Goals and Key Priorities

District name:

Rutherford County Schools

Revised: 2/7/19

**PURPOSE:** The purpose of the State of the Arts Music Grant is to fund initiatives and strategies that will expand students' access to high quality music education.

### KEY PRIORITIES

1. **Engage** more students in music education by providing access to high-quality, curriculum-driven, and sequential standards-based music instruction.
2. **Create equity** and alignment by establishing new music programs in schools previously underserved and by strengthening existing programs.
3. **Foster** excellence, creativity, and growth through a variety of traditional and innovative music programs.
4. **Support** highly effective music educators through professional development.
5. **Reflect** our culturally and ethnically diverse communities through outreach and community engagement.

### DOMAINS

\*Curriculum and Instruction

\*Materials and Equipment

\*Professional Development and Educator Support

GOAL 1	Musical Instrument Repair/Replace/Maintain Program
<b>Domain:</b>	Materials and Equipment
<b>Vivid description:</b>	RCS will develop and implement a repair, replacement, and maintenance program for musical instruments. After undertaking a large-scale inventory analysis (with the help of community education partners), RCS will analyze and prioritize needs. Over the three-year grant period, RCS will have repairs and maintenance work performed on instruments or replace them as needed, according to the prioritized plan. At the end of the three-year program, we will have the information we need to sustain a district-wide inventory and to track repair, replacement, and maintenance needs.
<b>Action steps:</b>	<ol style="list-style-type: none"><li>1. Perform in-depth inventory analysis of music equipment at all RCS schools (supporting by our community music education partners.)</li><li>2. Identify all equipment that is in need of repair/replacement.</li><li>3. Prioritize needs to create 3-year repair/replace plan.</li><li>4. Repair/replace equipment as needed over the 3-year period to increase student access to high-quality, working instruments.</li></ol>
<b>Link to priorities:</b>	<b>Engage</b> - More students will have access to high-quality, working instruments with which to engage in music instruction <b>Foster Excellence</b> - Students will have a chance to achieve greater success using high-quality, working instruments <b>Create Equity</b> - Because Title I schools/schools with high economically disadvantaged populations have high percentages of unusable equipment, this program will help to create equity by closing the gap of available high-quality, working instruments in those schools

GOAL 2	Music Teacher Professional Development Grants
<b>Domain:</b>	Professional Development and Educator Support
<b>Vivid description:</b>	RCS music teachers will be able to apply for professional development grants to attend sessions that are most relevant and engaging for them and their professional needs. Teachers who receive awards to attend PD sessions will be asked to hold PD sessions for other RCS teachers to share their learning within their professional learning communities.
<b>Action steps:</b>	<ol style="list-style-type: none"><li>1. Announce the opportunity and allow teachers to apply for funding for specific PD opportunities.</li><li>2. Provide assistance to teachers for estimating total costs - registration, travel, per diem, subs. etc.</li><li>3. Evaluate PD grant applications and award funds.</li><li>4. Schedule time after the PD session for awarded educators to share their learning with their PLC group.</li></ol>
<b>Link to priorities:</b>	<b>Support</b> - Educators will be empowered to select professional development opportunities that are most relevant to their individual needs

## EXHIBIT 2

### Project Budget

Project / Activity / Item	Yr 1 Budget 4/1/19-6/30/20	Yr 2 Budget 7/1/20-6/30/21	Yr 3 Budget 7/1/21-6/30/22
Music Teacher Professional Development Grants	5,000.00	5,000.00	5,000.00
Repair, Replace, and Maintain Program	25,000.00	42,000.00	42,000.00
TOTAL	\$ 30,000.00	\$ 47,000.00	\$ 47,000.00

If needed, the Sub-grantee may submit a request with its annual report to roll funds over to the next year of the sub-grant term, until June 30, 2022. The request must include an explanation of funding shifts and planned use of funds the following year. Approval of this request is subject to the decision of SCORE and the Tennessee Department of Education.

### EXHIBIT 3

#### Schedule of Reporting and Distribution of Funds

Sub-grantee shall submit reports, and SCORE shall disburse sub-grant funds according to the following schedule:

Date	Contingency/Reporting Requirement	Disbursement Amount
May 1, 2019	Execution of the Sub-grant Agreement	\$30,000.00
June 30, 2019	Submission of Annual End-of-Year Report	--
January 31, 2020	Submission of Annual Mid-Year Report	--
February 2020	Participation in Mid-Year Convening	--
June 30, 2020	Submission of Annual End-of-Year Report	\$47,000.00
June 2020	Participation in End-of-Year Convening	--
January 31, 2021	Submission of Annual Mid-Year Report	--
February 2021	Participation in Mid-Year Convening	--
June 30, 2021	Submission of Annual End-of-Year Report	\$47,000.00
June 2021	Participation in End-of-Year Convening	--
January 31, 2022	Submission of Annual Mid-Year Report	--
February 2022	Participation in Mid-Year Convening	--
June 30, 2022	Submission of Final Report	--
June 2022	Participation in End-of-Year Convening	--
<b>Total Sub-grant Amount:</b>		<b>\$124,000.00</b>

Sub-grantee shall also participate in monthly check-ins with Tennessee Department of Education State of the Arts program director throughout the sub-grant term.

***Data and metrics provided by award districts shall include:***

*This information shall be provided in the aggregate and de-identified with no student or teacher personally identifiable information. This is representative of all the different types of data districts may choose to track.*

- Tracking participation in music courses through enrollment numbers in certain fine arts courses
  - With breakdowns by district, school, gender, and racial/ethnic subgroups
- Tracking access to music instruction through courses offered in each district/at each school site
- Attendance rates of students involved in music instruction vs. students not involved in music instruction
- Graduation rates of students involved in music instruction vs. students not involved in music instruction
- Discipline reports (in-school suspensions, out-of-school suspensions, expulsions) of students involved in music instruction vs. students not involved in music instruction
- Grade Point Averages, seniors, students involved in music instruction vs. students not involved in music instruction
- Participation in Early Post-Secondary Opportunities, students involved in music instruction vs. students not involved in music instruction
- Achievement data (provided in the aggregate) could include:
  - ACT-English Score, average, students involved in music instruction vs. students not involved in music instruction
  - ACT-Math Score, average, students involved in music instruction vs. students not involved in music instruction
  - TNReady/other data already publicly available on Tennessee's Report Card

***Other types of data to be collected by award districts could include:***

- Tracking teacher participation in professional development experiences
- Tracking participation in local, regional, state, national-level events (solo and ensemble, regional honor choir/ensembles, All-State, Governor's school, other relevant opportunities and experiences.
- Tracking community engagement
- Tracking additional funding for music programs secured through implementation of the grant
- Reflections and surveys from music educators
- Reflections and surveys from music students
- Reflections and surveys from parents/community stakeholders

## Rutherford County Schools - 2019

03/18/19

Substitute Teacher Staffing Services	Staff EZ Alternate	StaffEZ (was PESG)	Advantage xPO	ESS	Spur	Parallel	Kelly	EduStaff
<b>Total Points</b>	<b>82.1</b>	<b>80.8</b>	<b>74.6</b>	<b>67.1</b>	<b>67</b>	<b>66.5</b>	<b>64.6</b>	<b>64.4</b>
Total Fees and other revelant issues (50 points)	42.1	42.8	46.6	46.1	50	44.5	45.6	46.4
Meets record keeping requirements (10 points)	10	10	10	5	10	5	5	5
Fill Rate for Large Systems & Plan to Improve Fill Rates (10 points)	10	8	6	7	no response from systems	5	6	5
Recruit, Train, & Retain (10 points)	10	10	5	5	0	7	0	5
Employment-related Issues - Corrective Action (10 points)	10	10	7	4	7	5	8	3

Annualized Cost based on recent 10 weeks

\$ 3,176,000	\$ 2,921,000	\$ 2,933,000	\$ 2,959,000	\$ 2,745,000	\$ 3,048,000	\$ 2,988,000	\$ 2,941,000
(246,000)	220,000						
<u>\$ 2,930,000</u>	<u>\$ 3,141,000</u>						

\$246,000 was paid in bonuses out from their admin fee. Bonuses also paid for hard-to-staff schools

RCSS would have to pay \$220,000 in bonuses as an add-fee in order approach our current fill rate

couldn't confirm fill rates other than ours - but have a bonus system

no response on fill rate inquiries

has not signed off on insurance coverage levels. Proposes different levels

Not in TN 5% drop in a comparable district over previous year

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>School District – School Board Legal Status and Authority</b>	Descriptor Code: <b>1.100</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>1-1</b>	Issued:

1 The legal basis for education in Tennessee is expressed in the state Constitution and state statutes, as  
2 interpreted by the courts. Boards are instruments of the state, and members of the Board are state officers  
3 representing local citizens and the state in the management of the public schools.<sup>1</sup>

4 The governing body shall be the Board of Education, serving residents within the boundaries of the  
5 school system and non-residents under conditions specified by state law and the Board.<sup>2</sup>

6 All powers of the Board lie in its action as a group; therefore, individual board members exercise their  
7 authority over school system affairs only as they vote to take action at an official meeting of the Board.

8 In other instances, an individual board member, including the chairman, shall have power only when  
9 specified by state law or when the Board, by vote, has delegated authority to him/her.

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## Legal References:

1. TCA 49-1-101; TCA 49-1-102 (c); TCA 49-1-103
2. TCA 49-6-3104

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Role of the Board of Education</b>	Descriptor Code: <b>1.101</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>1-4/1-2</b>	Issued:

The Board will be guided by the general mandatory powers and duties of the Board as defined through statute<sup>1</sup> which state or imply that a local Board of Education has full power to operate the local public schools as it deems fit in compliance with state and federal mandates. The Board functions only when in session.

The Board sees these as its required functions:

- Policy Oversight:**<sup>2</sup> The Board will develop policy and employ a chief school administrator who shall carry out its policies through the development and implementation of administrative procedures. The Board will evaluate the effectiveness of its policies and their implementation. This includes setting and evaluating goals in educational and financial areas.
- Educational Planning:**<sup>3</sup> The Board will require reliable information from responsible sources which enable it and the staff to work toward the continuous improvement of the educational program.
- Provision of Financial Resources:**<sup>4</sup> The Board will adopt a budget to provide the necessary funding in terms of buildings, staff, materials and equipment to enable the school system to carry out its functions.
- Interpretation:** The Board will keep the local community informed about the schools and keep itself informed about the wishes of the public. The Board will build public support for the schools by involving the public in the planning process.

The Board will provide, within the financial limitations set by the community, the best educational opportunities possible for all children.

The Board shall exercise its powers through the legislation of policies for the organization and operation of the school district. The Board will delegate the administration of the schools to the director of schools.

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Legal References:

1. TCA 49-2-203
2. TCA 49-2-207
3. TCA 49-1-302(a)(3); TRR/MS 0520-2-1-.01
4. TCA 49-2-203(10)(A)(i)

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Cross References:

Policy Development & Adoption 1.600  
Administrative Procedures 1.601  
School District Goals 1.700  
Annual Operating Budget 2.200

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Board Members Legal Status</b>	Descriptor Code: <b>1.102</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>1-3</b>	Issued:

The legal status of board members shall be as follows:<sup>1</sup>

## NUMBER

The Board is composed of seven (7) members.

## QUALIFICATIONS

Members of the Board shall be residents of and elected on a non-partisan basis from districts of substantially equal population,<sup>1</sup> and shall be citizens of recognized integrity, intelligence, and ability to administer the duties of the office.<sup>2</sup> To qualify as a candidate, an individual must show proof of graduation from high school or receipt of a G.E.D. No member of the county legislative body nor any other county governmental official shall be eligible for election as a member of the county Board of Education.<sup>3</sup>

## VACANCIES

Vacancies shall be declared to exist on account of death, resignation, removal from the district which elected him, removal from the school system,<sup>5</sup> or through due process proceedings.<sup>4</sup>

When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the local legislative body.<sup>5</sup> Such appointment shall continue until the next regular election.<sup>6</sup>

## RESIGNATION

A thirty (30) day notice is requested of any board member who wishes to resign the position. Such resignation shall be presented in writing to the chairman of the Board.

## OATH OF OFFICE

Before entering upon the duties of the office, every member of the county Board of Education shall qualify by taking and subscribing and filing with the county court clerk, the following oath:

"I do solemnly swear (or affirm) that I will support the Constitution of the United States and of the State of Tennessee, and the laws governing the operation of the Rutherford County School System, and that I will faithfully, zealously, and impartially discharge the duties of a member of the Rutherford County Board without fear or favor, and for the public welfare."

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Legal References:

1. TCA 49-2-201
2. TCA 49-2-202(a)(1)
3. TCA 49-2-202(a)(2)
4. TCA 8-47-101; TCA 49-1-611
5. TCA 49-2-202(e); TCA 8-48-101(3)
6. Tennessee Constitution, Article VII, Section 2

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Board Self-Evaluation</b>	Descriptor Code: <b>1.103</b>	Issued Date: <b>01/12/12</b>
		Rescinds: <b>1.103</b>	Issued: <b>01/15/09</b>

1 For the purpose of improvement of school board leadership, the Board will conduct an annual evaluation  
2 of its operational procedures.

3 This annual evaluation shall be developed based upon the following premises:

- 4 (a) Board members shall know and be involved in the development of standards by which  
5 they will evaluate themselves.
- 6 (b) The evaluation shall be a composite of individual board members opinions but the  
7 board as a whole shall meet to discuss the results.
- 8 (c) Evaluation shall include discussion of strengths as well as weaknesses.
- 9 (d) The Board is not required to limit itself to those items included in any formal evaluation  
10 instrument which is used.
- 11 (e) Each judgment shall be supported by as much rational and objective evidence as possible.
- 12 (f) At the conclusion of the evaluation, the board will develop a series of board goals for  
13 the ensuing year which are stated in terms of behavioral change or productivity gains.

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term:  <b>Memberships</b>	Descriptor Code: <b>1.104</b>	Issued Date: <b>01/15/09</b>
		Rescinds:	Issued: <b>01/15/09</b>

1 The Board shall maintain membership in the Tennessee School Boards Association,<sup>1</sup> and through its  
2 membership in TSBA shall be an affiliate member of the Southern Region School Boards Association  
3 and the National School Boards Association.

4 Dues for membership in the Tennessee School Boards Association shall be included in each annual  
5 budget in accordance with state statute.

6 The Board may also maintain institutional membership in other educational organizations which the  
7 Board finds to be of benefit to members and school system personnel.

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Legal Reference:

1. TCA 49-2-2001

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>School Board Legislative Involvement</b>	Descriptor Code: <b>1.105</b>	Issued Date: <b>01/15/09</b>
		Rescinds:	Issued:

The Board will work for the passage of new laws designed to advance the cause of improving education and for the repeal or modification of existing laws and the defeat of proposed laws that impede this cause. To accomplish this:

1. The Board shall stay informed of pending legislation and actively communicate its concerns and make its position known to the elected representatives at both the state and national level;
2. The Board shall work with other school boards in the state, local citizen groups, and other local officials in acquainting them with the board's legislative priorities and seek their support;
3. The Board shall annually select one (1) of its members to serve as its representative to the Tennessee Legislative Network (TLN);
4. The Board shall work with its TLN representative, with TSBA, NSBA, and other concerned groups in developing an annual legislative program; and
5. The Board shall include in its budget appropriate resources, including travel expense, necessary for its TLN representative and other board members to accomplish its desired legislative goals.

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term:  <b>Code of Ethics</b>	Descriptor Code: <b>1.106</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>1-42</b>	Issued:

## CODE OF ETHICS

### RUTHERFORD COUNTY BOARD OF EDUCATION

#### Section 1. Definitions.

- (1) "School district" means the Rutherford County Board of Education, which was duly created by a public or private act of the General Assembly; and which includes all boards, committees, commissions, authorities, corporations or other instrumentalities appointed or created by the school district or an official of the school district.
- (2) "Officials and employees" means and includes any official, whether elected or appointed, officer, employee or servant, or any member of any board, agency, commission, authority or corporation (whether compensated or not), or any officer, employee or servant thereof, of the school district.
- (3) "Personal interest" means, for the purpose of disclosure of personal interests in accordance with this Code of Ethics, a financial interest of the official or employee, or a financial interest of the official's or employee's spouse or child living in the same household, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.

**Section 2. Disclosure of personal interest in voting matters.** An official or employee with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's or employee's vote on the measure. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from voting on the measure.

**Section 3. Disclosure of personal interest in non-voting matters.** An official or employee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on the attached disclosure form and file the disclosure form with the school district's central office. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from the exercise of discretion in the matter.

**Section 4. Acceptance of gifts and other things of value.** An official or employee, or an official's or employee's spouse or child living in the same household, may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the school district

that a reasonable person would understand was intended to influence the vote, official action or judgment of the official or employee in executing decision-making authority affecting the school district.

It shall not be considered a violation of this policy for an official or employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials.

**Section 5. Ethics Complaints.** The school district may create a School District Ethics Committee (the “Ethics Committee”) consisting of three members who will be appointed to one-year terms by the Chairman of the Board of Education with confirmation by the board of education. At least two members of the committee shall be members of the board of education. The Ethics Committee shall convene as soon as practicable after its appointment and elect a chair and a secretary. The records of the Ethics Committee shall be maintained by the secretary and shall be filed in the office of the director of schools, where they shall be open to public inspection.

Questions and complaints regarding violations of this Code of Ethics or of any violation of state law governing ethical conduct should be directed to the chair of the Ethics Committee. Complaints shall be in writing and signed by the person making the complaint, and shall set forth in reasonable detail the facts upon which the complaint is based.

The School District Ethics Committee may investigate any credible complaint against an official or employee charging any violation of this Code of Ethics, or may undertake an investigation on its own initiative when it acquires information indicating a possible violation, and make recommendations for action to end or seek retribution for any activity that, in the Committee’s judgment, constitutes a violation of this Code of Ethics. If a member of the Committee is the subject of a complaint, such member shall recuse himself or herself from all proceedings involving such complaint.

The Committee may:

- (1) refer the matter to the Board Attorney for a legal opinion and/or recommendations for action;
- (2) in the case of an official, refer the matter to the school board body for possible public censure if the board body finds such action warranted;
- (3) in the case of an employee, refer the matter to the official responsible for supervision of the employee for possible disciplinary action if the official finds discipline warranted;
- (4) in a case involving possible violation of state statutes, refer the matter to the district attorney for possible ouster or criminal prosecution;

The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this Code of Ethics. When a violation of this Code of Ethics also constitutes a violation of a personnel policy or a civil service policy, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this Code of Ethics.

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Legal Reference:

1. Tenn. Code Ann. § 2-10-122, et seq.

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Cross References:

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Board Member Conflict of Interest</b>	Descriptor Code: <b>1.107</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>1-30/1-35</b>	Issued:

A board member shall not be directly interested in any contract in which the Board may be interested. "Directly interested" means any contract with the board member or with any business in which the board member is sole proprietor, a partner, or the person having controlling interest. "Controlling interest" shall include the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation.

This policy shall not prohibit any board member from voting on the school budget or any budget amendments, unless the vote is on a specific budget amendment in which such board member is directly interested.

A board member shall not be indirectly interested in any contract in which the Board may be interested unless the board member publicly acknowledges such interest. "Indirectly interested" means any contract in which the board member is interested but not directly so, as defined above, including contracts in which the board member may have a direct interest but is the sole supplier of goods or services in the county.

Any board member who is an employee of the county/city and whose employment predates his/her initial election/appointment to the Board may vote on matters in which he/she has a conflict of interest if the member informs the Board immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens the Board represents." The vote of any board member having a conflict of interest who does not inform the Board of such conflict shall be void if challenged during the same board meeting at which the vote was cast and prior to the transaction of any further business by the Board.

Any board member who is also an employee of the county/city and whose employment began on or after the date on which he/she was initially elected/appointed to serve on the Board shall not vote on matters in which he has a conflict of interest.

If a board member has a conflict of interest in a matter to be voted on by the Board, he/she may abstain for cause by announcing such to the chairman. Any board member who abstains from voting for cause

1 on any issue coming to a vote before the Board shall not be counted for the purpose of determining a  
2 majority vote.<sup>1</sup>

3 **PENALTY FOR UNLAWFUL INTEREST**

4 If a board member becomes directly or indirectly interested in any such contract, he/she shall forfeit all  
5 pay and compensation and shall be dismissed from the Board and be ineligible to serve in the same or  
6 similar position for ten (10 ) years.<sup>1</sup>

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Legal References:

1. TCA 12-4-101; TCA 12-4-102

# Rutherford County Board of Education

Monitoring:  <b>Review: Annually, in September</b>	Descriptor Term:  <b>Nepotism</b>	Descriptor Code: <b>1.108</b>	Issued Date: <b>08/16/17</b>
		Rescinds: <b>1.108</b>	Issued: <b>03/17/16</b>

1 With the exception of substitute employees, members of an immediate family should not be assigned  
2 to the staff in the same school plant unless some unusual circumstance exists which makes it in the best  
3 interest of the educational program as approved by the director of schools, principals, assistant  
4 principals or other supervisors are prohibited from having an immediate family member working under  
5 their direct supervision. Employees whose job duties involve procurement of or accounting of goods  
6 and services shall not be under the supervision of or work in the same department or school as an  
7 immediate family member. The director of schools may recommend exceptions to this policy;  
8 however, all exceptions require prior approval of the Board of Education.

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

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

17 No person shall supervise or be supervised by an employee if he/she is related to the employee.

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

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## Legal References

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

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## Cross References

Assignment/Transfer of Personnel 5.115

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in July</b>	Descriptor Term: <b>Method of Election of Officers</b>	Descriptor Code: <b>1.200</b>	Issued Date: <b>11/15/16</b>
		Rescinds: <b>1.200</b>	Issued: <b>01/15/09</b>

- 1 At the first regular meeting in September each year, the board shall organize by electing a chairman,<sup>1</sup>  
2 and a vice chairman to serve one-year terms or until a successor is named. In the event that an officer's  
3 seat on the board is vacated, the board shall elect a successor to serve the remainder of the officer's  
4 term. Each board officer shall be eligible for re-election.
- 5 If no officer of the board is serving at the time of the organizational meeting, the Director shall call the  
6 meeting to order and preside until a chairman is elected as the first order of business.
- 7 If the office of chairman is vacated prior to the expiration of the annual term, the vice chairman shall  
8 assume all responsibilities of the chairman until a new chairman is elected.

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## Legal References

1. TCA 49-2-202(c)(2)

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## Cross References

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term:  <b>Duties of Officers</b>	Descriptor Code: <b>1.201</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>1-8/7-13</b>	Issued:

## CHAIR

The chair of the Board shall have the following duties:

1. To assist the director of schools in preparing meeting agendas;
2. To preside at all meetings of the Board;<sup>1</sup>
3. To appoint committees authorized by the Board;<sup>1</sup>
4. To function as chairman of the executive committee;<sup>1</sup>
5. To countersign all warrants authorized by the Board and issued by the director of schools for all expenditures of the school system;<sup>1</sup>
6. To conduct Board hearings;<sup>2</sup>
7. To prepare the school budget with the director of schools;<sup>3</sup>
8. To authorize the use of mechanical checkwriting equipment;<sup>4</sup>
9. To sign and approve all board minutes; and
10. To carry out other such duties as may be assigned by the Board.

## VICE CHAIR

The vice chair shall assume the duties of the chairman in his/her absence or function as the chair until a new chair can be elected in the event the chairman is incapacitated or the office becomes vacant.

## SECRETARY

The director of schools, as the executive officer of the Board, shall serve as secretary to the Board. He/she shall conduct all correspondence of the Board, keep and preserve all of its records, receive all reports acquired by the Board, and see that such reports are in proper form. He/she has the right to advise on any question under consideration but has no vote.

The Board may assign the keeping of the minutes to a clerk; however, the responsibility resides with the director of schools.

## CHAIR PRO TEM

A chair pro tem shall be elected to preside during a meeting when neither the chair nor the vice chair is present.

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Legal References:

1. TCA 49-2-205
2. TCA 49-5-512(5)(6)
3. TCA 49-2-203(10)(A)(i)
4. TCA 49-2-113

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Cross References:

Role of the Board 1.101  
Duties of Board Members 1.202

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Duties of Board Members</b>	Descriptor Code: <b>1.202</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>1-9</b>	Issued:

The duties of an individual board member shall be as follows:

1. To become familiar with State school laws, regulations of the State Department of Education, and school board policies, rules and regulations;
2. To participate in State-mandated board training;<sup>1</sup>
3. To have a general knowledge of the educational aims and objectives of the system;
4. To work harmoniously with other board members without trying either to dominate the Board or neglect his/her share of the work;
5. To vote and act impartially for the good of the school system;
6. To accept the will of the majority vote in all cases and give support to the resulting action;
7. To represent the Board and the school system to the public in such a way as to promote both interest and support; and
8. To refer complaints to the director of schools and to abstain from individual counsel and action in regard to staff members.

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#### Legal References:

1. TCA 49-2-202(a)(5); TRR/MS 0520-1-2-.11

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#### Cross References:

Role of the Board 1.101  
Ethics 1.106

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>New Member Orientation</b>	Descriptor Code: <b>1.203</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>1-10</b>	Issued:

The Board considers board member development to be an ongoing process for all board members and a vital responsibility for effective board membership.

It shall be the responsibility of the director of schools to provide to each new board member:

1. A copy of the Board's *Policy Manual* shall be made available through the school system's website;
2. Applicable portions of the *Tennessee Code Annotated* outlining the duties and responsibilities of the Board and the director of schools;
3. Minutes of the board meetings for the previous year shall be made available through the school system's website; and
4. Other appropriate materials which will acquaint the new member with the operation of the school system and board service.

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Board Member Development Opportunities</b>	Descriptor Code: <b>1.204</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>1-11</b>	Issued:

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

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

1. A calendar of school board conferences, conventions and workshops shall be maintained by the board secretary and provided to each board member. At least annually the Board will identify which meetings should be attended and the benefits which would be derived from participation in such meetings;
2. Funds for participation at such meetings shall be budgeted on an annual basis. The Board as a whole shall retain the authority to approve or disapprove the participation of members in planned activities;
3. Reimbursement to board members for their travel expenses shall be in accord with the travel expense policy for staff members;<sup>1</sup>
4. When a conference, convention or workshop is not attended by the full Board, those participating will be requested to share information, recommendations and materials acquired at the meeting; and
5. The public shall be kept informed through the news media about the Board's continuing in-service education and about the programs anticipated for short- and long-range benefits to the schools.

The Board regards the following as the kinds of activities and services appropriate for implementing this policy:

1. Participation in school board conferences, workshops and conventions held by the State and National School Boards Associations;<sup>1</sup>
2. Local and district-sponsored training sessions for board members; and
3. Subscriptions to publications addressing the concerns of board members.

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Legal Reference:

1. TCA 49-2-2001(c)

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Cross References:

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

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Board -Director Relations</b>	Descriptor Code: <b>1.205</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>2-3</b>	Issued: <b>09/01/94</b>

1 The Board shall be responsible for specifying its requirements and expectations of the director of schools  
2 and then holding the director accountable by evaluating how well those requirements and expectations  
3 have been met. In turn, the director shall be responsible for specifying requirements and expectations  
4 for all administrators who report to him/her and then holding each accountable by evaluating how well  
5 requirements and expectations have been met.

6 The Board will authorize all expenditures, employ and dismiss all tenured teachers,<sup>1</sup> approve the annual  
7 budget, and determine policy. The decisions of the Board concerning these matters will guide the  
8 actions of the director of schools and his/her staff.

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#### Legal References:

1. TCA 49-2-203(a)(1)(3)(6)
2. TCA 49-2-203(11)(A)(i)
3. TCA 49-2-207

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#### Cross References:

Role of the Board 1.101  
Evaluation of the Director of Schools 5.803

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Board Committees</b>	Descriptor Code: <b>1.300</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>1-13</b>	Issued:

The Board shall operate without standing committees, except for the Executive Committee; however, special committees composed of board members may be appointed by the chairman at the direction of the Board and as the needs of the Board shall require.<sup>1</sup> Such committees shall be discharged when the work is finished or earlier by a majority vote of the entire Board. All reports by special committees shall be made directly to the Board.

1. A special committee serving in an advisory capacity shall ordinarily consist of less than a quorum of board members;
2. The committee will be advisory only;
3. Issues to be discussed by the committee must be approved in advance by the entire Board;
4. A committee shall serve no longer than the annual organization meeting of the Board unless reappointed to finish a designated task;
5. Committee meetings shall be held in accordance with the Open Meetings law;<sup>2</sup> and
6. The chairman of the board and the director of schools may attend or participate on all committees as needed or desired, at their discretion.

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#### Legal References:

1. TCA 49-2-205(2)
2. TCA 8-44-102(b)

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#### Cross References:

School Board Meetings 1.400  
Public Hearings 1.401

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Executive Committee</b>	Descriptor Code: <b>1.301</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>1-14</b>	Issued:

The chair of the board and the director of schools shall constitute the executive committee of the Board, with the chair of the board serving as the chair of the executive committee.<sup>1</sup> The duties shall be:

1. To prepare an agenda for each meeting of the Board;
2. To prepare the annual budget on forms furnished by the Commissioner of Education, to be submitted to the Board for its approval;<sup>2</sup>
3. To meet at the office of the director of schools as often as necessary to perform the duties required;
4. To advertise for bids and let contracts authorized by the Board;
5. To serve as the purchasing agent for the Board;
6. To examine all accounts authorized by the Board and ensure that the approved budget is not exceeded;
7. To submit for approval at each regular meeting of the Board a full report of all business transacted since the last regular meeting; and
8. To transact any other business assigned to the committee by the Board.<sup>1</sup>

## Legal References:

1. TCA 49-2-206; TCA 49-2-205(3)
2. TCA 49-2-203(a)(10)(A)

## Cross References:

Duties of Officers 1.201  
Annual Operating Budget 2.200  
Purchasing 2.805  
Bids and Quotations 2.806  
Qualifications/Duties of the Director of Schools 5.802

<b>Rutherford County Board of Education</b>			
Monitoring: <b>Review: Annually, in September</b>	Descriptor Term:  <b>School Attorney</b>	Descriptor Code: <b>1.302</b>	Issued Date: <b>01/15/09</b>
		Rescinds:	Issued:

- 1 The Board may employ an attorney to represent the Board in legal matters which arise concerning the
- 2 school system.<sup>1</sup>

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Legal Reference:

1. TCA 49-2-203(b)(5)

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>School Board Meetings</b>	Descriptor Code: <b>1.400</b>	Issued Date: <b>06/05/14</b>
		Rescinds: <b>1.400</b>	Issued: <b>08/09/12</b>

The Board will transact all business at official meetings which may be either regular or special.

Every meeting of the board shall be open to the public, except for those meetings in which the law allows closed sessions.<sup>1</sup> Open meetings will be physically accessible to all students, employees, and interested citizens.<sup>3</sup>

The Board may restrict the recording of Board meetings via camera, camcorder or other photographic equipment when such recording creates a threat to public safety and welfare or impedes the conducting of efficient and orderly public meetings.<sup>4</sup>

## **SPECIAL MEETINGS**

The Board shall hold such special meetings as necessary to transact the business of the Board. Such meetings shall be called by the chair whenever, in the chair's judgment, the interests of the schools require it, or when requested to do so by a majority of the Board.<sup>2</sup>

Only business related to the call of the meeting, and details related to agenda items shall be discussed or transacted by the Board at a special meeting.

## **ELECTRONIC ATTENDANCE<sup>5</sup>**

Absent Board members may attend a regular or special meeting by electronic means if the member is absent because of work, a family emergency, or the member's military service. If a board member is absent due to military service, he/she may participate electronically as often as he/she is able to do so. However, a board member may not participate electronically more than two (2) times per year for absences due to work and/or family emergencies.

### *General Requirements*

The following requirements apply to all electronic attendance, regardless of the reason for the member's absence:

1. A quorum of the Board must be physically present at the meeting in order for any member to attend electronically.
2. Any member wishing to participate electronically must do so using technology which allows the Chair to visually identify the member.

3. The responsibility for the connection lies with the member wishing to participate electronically. No more than three (3) attempts to connect shall be made, unless the Board chooses to make additional attempts.

#### *Work Related Absence*

The following requirements apply to electronic attendance due to a work related absence:

1. The Board member must be absent from the county due to work.
2. The member wishing to participate must give the Chair and director at least five (5) days notice prior to the meeting of the member's desire to participate electronically.

#### *Family Emergency*

The following requirement applies to electronic attendance due to a family emergency:

1. The member must be absent due to the hospitalization of the member or the death or hospitalization of the member's spouse, father, mother, son, daughter, brother, sister, son-in-law, daughter-in-law, step-son, step-daughter, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

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#### Legal References

1. TCA 8-44-102; TCA 49-6-804(b)
2. TCA 49-2-202(c)(1)
3. 28 CFR § 36.201(a); 36.202
4. OP Tenn. Atty. Gen. 95-126
5. TCA 49-2-203(c)

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#### Cross References

School Board Legal Status and Authority 1.100  
Section 504 & ADA Grievance Procedures 1.802

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term:  <b>Public Hearings</b>	Descriptor Code: <b>1.401</b>	Issued Date: <b>01/15/09</b>
		Rescinds:	Issued:

The Board may hold public hearings in the following circumstances:

1. When a licensed employee is dismissed during a contract period. Any licensed employee of the Board is entitled to a hearing, upon written request, and shall be advised of the same in the event of a dismissal;<sup>1</sup>
2. Upon parent request when a student has been suspended and the resolution has not been satisfactory;<sup>2</sup>
3. When a parent or legal guardian shall contest the school assignment of their child;<sup>3</sup> and/or
4. When the Board deems it to be in the public interest.

Any individual(s) requesting a hearing before the Board will make such request in writing stating the purpose of the hearing, the action desired, and, in the case of contesting a school assignment, the specific reasons for requesting the transfer. All requests for hearings must be received by the Board or director of schools within the time limit prescribed by law for that category of hearing.

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#### Legal References:

1. TCA 49-2-203(a)(6);TCA 49-2-301 (GG)(i); TCA 49-5-512
2. TCA 49-6-3401
3. TCA 49-6-3201

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#### Cross Reference:

Appeals To and Appearances Before the Board 1.404  
Separation Practices for Tenured Teachers 5.200  
Separation Practices for Non-Tenured Teachers 5.202

## Rutherford County Board of Education

Monitoring:  <b>Review: Annually, in July</b>	Descriptor Term:  <b>Notification of Meetings</b>	Descriptor Code: <b>1.402</b>	Issued Date: <b>11/15/16</b>
		Rescinds: <b>1.402</b>	Issued: <b>01/15/09</b>

- 1 Adequate notice of meetings in the case of regular meetings shall consist of the meeting date and time  
2 being posted on the district website at [www.rcschools.net](http://www.rcschools.net). No other notice of regular meetings shall be  
3 necessary beyond those stated and the holding of the particular regular meetings at the appointed times,  
4 if the date and time of the next regular meeting was announced at the last held board meeting.
- 5 In the case of special board meetings, the notice shall be posted in the same location at least forty-eight  
6 (48) hours prior to the meeting.
- 7 The only exception permitted is in case of emergency, defined for this policy as “a sudden, generally  
8 unexpected occurrence or set of circumstances demanding immediate action.” In such exceptions,  
9 notice shall be given to all appropriate parties as is practical.
- 10 All notices of special board meetings shall state the time, place and purpose of the meeting.  
11

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### Legal References

1. TCA 8-44-103
2. TCA 49-2-202(c)(1)

## Rutherford County Board of Education

Monitoring: <b>Review: Annually, in July</b>	Descriptor Term:  <b>Agendas</b>	Descriptor Code: <b>1.403</b>	Issued Date: <b>11/15/16</b>
		Rescinds: <b>1.403</b>	Issued: <b>01/15/09</b>

1 The Board secretary shall be responsible for developing an agenda for each board meeting. Any board  
2 member may place items on the agenda for discussion. The particular order may vary from meeting to  
3 meeting in keeping with the business at hand.

4 For a regular board meeting, the agenda (which shall include the consent agenda), together with  
5 supporting materials, shall be distributed to board members at least five (5) days prior to the scheduled  
6 date of the meeting. The agenda shall be available for public inspection and/or distribution when it is  
7 distributed to the board members. At the beginning of each meeting, the board shall, by a majority  
8 vote, approve the agenda for the meeting, which may involve the addition to or deletion of items  
9 previously included on the agenda. The board, however, shall not revise board policies or adopt new  
10 ones, unless such action has been scheduled.

11 Staff members or citizens of the district may suggest items for the agenda.

12 For items to be considered on the agenda, they must be received in the director of schools' office one  
13 week prior to the scheduled date of the meeting. The person(s) requesting an item on the agenda shall  
14 forward any background information to the director of schools' office so that the material will be  
15 included in the delivery to the board members prior to the meeting.

### 16 **CONSENT AGENDA**

17 While developing the agenda, the chair and director of schools shall identify routine or non-  
18 controversial items to be placed on the consent agenda, which shall become a part of the regular  
19 agenda. If any member objects to including an item on the consent agenda, that item shall be moved to  
20 the regular agenda as an action item requiring discussion. The remaining consent items shall be  
21 adopted in a single vote without discussion.

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Appeals to and Appearances Before the Board</b>	Descriptor Code: <b>1.404</b>	Issued Date: <b>12/12/13</b>
		Rescinds: <b>1.404</b>	Issued: <b>01/15/09</b>

All meetings of the Board of Education are open to the public. Notice of all regularly scheduled meetings shall be made to the local media for public announcement.

All matters relating to the operation of the school system shall be channeled through the director of schools before being brought before the Board of Education. If, after such procedure is followed, there is still reason to address the Board, the matter shall be referred in writing to the Board of Education for its determination and action. The Board shall determine whether it will hear the individual or group.

This request should include names of persons to appear, their spokesperson, and the nature of the business. Visitors desiring to speak but not on the agenda must complete and submit a request form to the director of school's office at least fifteen (15) minutes in advance of the Board meeting. Those persons having complaints and concerns for which other resolution channels are provided shall be directed through those channels by the director of school's office and/or staff.

Visitors speaking to the Board shall address remarks to the chairman and may direct questions to individual board members or staff members only upon approval of the chairman. Each person speaking shall state his or her name, address, and subject of presentation. The time allowed for each person will be three (3) minutes. No person shall be allowed to make personal attacks on members of the Board or employees of the school system. In addition, no person shall be allowed to make obscene, profane and vulgar remarks or otherwise engage in actions that breach the peace of a Board meeting.<sup>1</sup>

These procedures are not designed to restrict the scheduled appearances of citizens who have regular business with the Board and whose presentations are provided for in the agenda.

Individuals desiring additional information about any item on the agenda shall direct such inquiries to the office of the director of schools.

The intent of these rules is to:

1. Allow everyone a fair and adequate opportunity to be heard;
2. Allow the director of schools to take direct action when policies have already been established by the Board on the subject of the request;
3. Provide adequate time for the director of schools or the Board to obtain necessary information and give thorough thought in situations where a policy does not exist, a change of policy is proposed, or an exception to policy is specifically requested; and
4. See that the time so devoted does not interfere with fulfillment of the regular agenda of the Board.

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Legal Reference:

1. TCA 39-17-306

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Cross References:

School Board Meetings 1.400  
Agendas 1.403  
Complaints About School Personnel 5.502

# Rutherford County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term:  <b>Rules of Order</b>	Descriptor Code: <b>1.405</b>	Issued Date: <b>01/15/09</b>
		Rescinds: <b>1-21</b>	Issued: <b>01/15/09</b>

The rules contained in the current edition of *Robert's Rules Of Order, Newly Revised*, shall govern the Board in all cases to which they are applicable, except as otherwise provided by any statutes<sup>1</sup> applicable to the Board, or by policies of this Board including the following exceptions:

## VOTING METHOD

When a formal vote is taken on any question brought before the Board, the decision shall be made on the basis of a majority of the membership of the Board.<sup>2</sup>

Roll call votes will be used at the discretion of the chair or upon the request of any board member. Each member's vote shall be recorded in the minutes on a roll call vote. Upon request, any member's individual vote may be recorded in the minutes. No secret votes shall be used.<sup>3</sup>

## CHAIRMAN'S PARTICIPATION

The person chairing a meeting may participate in discussion, make motions, and vote on all issues as any other member without relinquishing the chair.<sup>4</sup>

## SUSPENSION OF RULES

Rules of order may be suspended by a two-thirds vote at any regular or special meeting.

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### Legal Reference:

1. TCA 49-5-409(b)(1); TCA 49-6-3004(2)(f)
2. TCA 49-2-202
3. TCA 8-44-104(b)
4. *Reeder v. Trotter*, 142 Tennessee 37 (1919)

## Rutherford County Board of Education

Monitoring: <b>Review: Annually, in July</b>	Descriptor Term:  <b>Minutes</b>	Descriptor Code: <b>1.406</b>	Issued Date: <b>11/15/16</b>
		Rescinds: <b>1.406</b>	Issued: <b>01/15/09</b>

The director of schools shall keep, or cause to be kept, complete and accurate minutes of all meetings of the board.<sup>1</sup> A draft of the minutes of the previous meeting shall be sent to all board members with the agenda for the upcoming meeting. Following their approval by the board, the minutes shall be signed by the chair and director of schools. The minutes shall become permanent records of the board and shall be made available to interested citizens and the news media upon request.<sup>2,3</sup> A copy shall be posted on the district website at [www.rcschools.net](http://www.rcschools.net).

The minutes shall include:

1. The nature of the meeting (regular or special), time, place, date, board members present or absent, and the approval of the minutes of the preceding meeting;<sup>2</sup>
2. A record of all motions, proposals, and resolutions passed or denied by the board, together with the names of the members making and seconding the motions, and a record of the members voting “aye” and “nay” in the event of a roll call vote;<sup>2</sup>
3. Names of persons addressing the board and the purpose of their remarks; and
4. A brief account of those items discussed, and whether or not any motions were made regarding those items.

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### Legal References

1. TCA 49-2-301(b)(1)(C)-(D)
2. TCA 8-44-104
3. TCA 10-7-503(a)(1)(B)(2)(B)(i)-(iii)
4. TCA 49-2-203(a)(11)

## Rutherford County Board of Education

Monitoring: <b>Review: Annually, in July</b>	Descriptor Term: <b>School District Records</b>	Descriptor Code: <b>1.407</b>	Issued Date: <b>06/07/18</b>
		Rescinds: <b>1.407</b>	Issued: <b>11/15/16</b>

The Director of Schools shall maintain all school district records required by law, regulation, and board policy. Any citizen of Tennessee shall be permitted during business hours to inspect public records maintained by the school district unless otherwise prohibited by law. Any citizen of Tennessee may request in writing and receive copies of open public records subject to the payment of reasonable cost.<sup>1,2,3,4</sup>

No records pertaining to individual students will be released for inspection by the public or any unauthorized persons. In addition, information, records, and plans related to security and safety will not be released for public inspection.<sup>11</sup>

All requests to inspect or receive copies of records shall be submitted to the District's Public Records Request Coordinator.<sup>12</sup> The Public Records Request Coordinator shall forward requests for inspection or copies of records to the appropriate records custodian<sup>12</sup>

Prior to producing any record, the records custodian shall ensure confidential information is redacted. Original documents remain intact and confidential information in copies produced for a requestor shall be redacted. The Director of Schools shall develop a procedure to redact confidential information.

### REQUESTS FOR INSPECTION<sup>2</sup>

Citizens requesting to inspect public records shall submit their request and a government issued photo identification card with the citizen's address to the District's Public Records Request Coordinator during normal business hours. Requests may be made in person or by telephone, fax, mail, or e-mail. The Coordinator shall submit the information to the appropriate records custodian. The Coordinator will contact the citizen and indicate when the records will be available to inspect.

If the records cannot be made available within seven (7) business days, the Coordinator shall provide a records production letter indicating the time needed to complete the request.

If the request to inspect is denied, the Coordinator shall provide the citizen with a records request denial letter indicating the basis for the denial.

### REQUESTS FOR COPIES<sup>2</sup>

Citizens requesting copies of public records shall complete and submit the Records Request Form and a government issued photo identification card with the citizen's address to the District's Public Records Request Coordinator during normal business hours. The Coordinator shall submit the Records Request Form to the appropriate records custodian.

The Coordinator shall provide an estimate of the reasonable costs to produce the requested records. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable Charges found at <https://www.comptroller.tn.gov/openrecords/forms.asp> shall be used to determine the reasonable cost. The Coordinator will provide the citizen with an invoice detailing the charges. The citizen shall pay the estimated reasonable costs by cash or check prior to the District producing the copies.

If the records cannot be made available within seven (7) business days, the records custodian shall provide a records production letter indicating the time needed to complete the request.

If the request for copies is denied, the records custodian shall provide the citizen with a records request denial letter detailing the basis for the denial.

## **FREQUENT AND MULTIPLE REQUESTS**

When the total number of requests for copies made by a requestor within a calendar month exceeds four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be notified of this policy and provided with a Notice of Aggregation of Multiple Requestors form. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable Charges found at <https://www.comptroller.tn.gov/openrecords/forms.asp> shall be used to determine the reasonable cost. Further, the names of persons inspecting records and the date of inspection shall be recorded.

## **DENYING REQUESTS FOR NONCOMPLIANCE<sup>13</sup>**

### *Requests to Inspect a Public Record*

The District shall deny a request to inspect a public record from any citizen that has:

- a. Made two (2) or more requests to view a public record within a six-month period; and
- b. For each request failed to view the record within fifteen (15) business days of receiving notification that the record was available.

Requests from this citizen shall be denied for up to six (6) months from the date of the second records request. The District's Public Records Request Coordinator may waive this denial if he/she determines that failure to view the record was for good cause.

### *Requests for Copies of Public Records*

The District shall deny a request for copies of a public record from any citizen that has:

- a. Been provided with an estimate of the reasonable cost to produce the requested records;
- b. Agrees to pay such estimated reasonable cost prior to production of the records; and
- c. Fails to pay the actual cost after the records have been produced.

Additional requests from this citizen shall be denied until the original cost is paid.

## 1    **RECORDS RETENTION**

2    The Director of Schools and/or his/her designee(s) shall retain and dispose of school district records in  
3    accordance with the following guidelines:<sup>2,4</sup>

- 4        1. The Director of Schools and/or his/her designee(s) will determine if a particular record is of  
5        permanent or temporary value in accordance with regulations promulgated by County Public  
6        Records Commission and the Tennessee Institute for Public Services records manual;<sup>5,6</sup>
- 7        2. Temporary value records which have been kept beyond the required time may be recommended  
8        to the Public Records Commission for destruction;<sup>7,8</sup>
- 9        3. The records that the State Librarian and Archivist desire to preserve in their facilities will be  
10       transferred to the State Library and Archives. The temporary value records rejected by the State  
11       Library and Archives may be transferred to another institution or destroyed;<sup>7,8,9</sup>
- 12       4. Permanent records will be kept in some usable form (digital, printed, microfilm, etc.). If the  
13       Director of Schools desires to destroy the original permanent record, these records must be  
14       reproduced by microfilming or some other permanent reproduction method. Permission to  
15       destroy any original permanent record after microfilming follows the same procedure noted  
16       above for temporary records;<sup>6,8</sup> and
- 17       5. The Director of Schools shall establish procedures to safeguard against the unlawful  
18       destruction, removal, or loss of records.<sup>10</sup>

## 19   **DISTRICT PUBLIC RECORDS REQUEST COORDINATOR<sup>14</sup>**

20       **Lauren Bush**  
21       **Staff Attorney**  
22       **2240 Southpark Drive**  
23       **Murfreesboro, TN 37128**  
24       **bushl@rcschools.net**  
25       **Phone: 615-893-5815**  
26       **Facsimile: 615-904-3894**

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#### Legal References

1. TCA 49-2-301(b)(1)(CC)
2. TCA 10-7-503; Public Acts of 2017, Chapter No. 233
3. TCA 10-7-506(a)
4. TCA 49-2-104
5. TCA 10-7-401
6. TCA 10-7-406
7. TCA 10-7-404
8. TCA 10-7-413
9. TCA 10-7-414
10. TCA 39-16-504
11. TCA 10-7-504(p)
12. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records*, Tennessee Comptroller of the Treasury, available at <https://www.comptroller.tn.gov/openrecords/forms.asp>.
13. Public Acts of 2017, Chapter No. 233
14. TCA 10-7-503(g)(4)

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#### Cross References

Financial Reports and Records 2.701  
Personnel Records 5.114  
Student Records 6.600



# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Siegel High School Additions &  
Renovations  
3300 Siegel Rd  
Murfreesboro, TN 37129

**CONTRACT INFORMATION:**  
Contract For: General Construction  
  
Date: 9/26/17

**CHANGE ORDER INFORMATION:**  
Change Order Number: 002  
  
Date: 3/27/19

**OWNER:** *(Name and address)*  
Rutherford Co. Board of Education  
2240 Southpark Blvd  
Murfreesboro, TN

**ARCHITECT:** *(Name and address)*  
Binkley Garcia Architecture  
5556 Franklin Rd, Suite 201  
Nashville, TN 37220

**CONTRACTOR:** *(Name and address)*  
R.G. Anderson Company, Inc.  
1801 West End Ave, Suite 1800  
Nashville, TN 37203

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. Credit for miscellaneous contingency allowance.

DEDUCT: (\$9,190.51)

2. Credit for unstable soils allowance.

DEDUCT: (\$75,839.00)

3. Credit for fire marshal requirements allowance.

DEDUCT: (\$4,661.00)

4. Credit for printing allowance.

DEDUCT: (\$19,583.97)

5. Credit for access control system allowance.

DEDUCT: (\$54,334.67)

**TOTAL DEDUCT: (\$163,609.15)**

The original Contract Sum was	\$	5,086,000.00
The net change by previously authorized Change Orders	\$	1,440,000.00
The Contract Sum prior to this Change Order was	\$	6,526,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	163,609.15
The new Contract Sum including this Change Order will be	\$	6,362,390.85

The Contract Time will be unchanged by 0 (0) days.  
The new date of Substantial Completion will be 11/30/2018

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Click here to choose a school board.			
Monitoring: <b>Review: Annually, in July</b>	Descriptor Term:  <b>Boardsmanship Code of Ethics</b>	Descriptor Code: <b>1.1061</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 The Board adopts these standards as recommended by the Tennessee School Boards Association as a  
2 guide to its members as they provide educational leadership for the youth of our state.

3 **ARTICLE I. MY RELATIONS TO THE CHILDREN**

4 Section 1. I will at all times think in terms of “children first,” always determining  
5 how my actions and decisions will affect the education and training of  
6 children.

7 Section 2. I will seek to provide equal educational opportunities for all children  
8 regardless of ability, race, color, sex, creed, or location of residence.

9 **ARTICLE II. MY RELATIONS TO MY COMMUNITY**

10 Section 1. I will endeavor to appraise fairly both the present and future educational  
11 needs of the community and to support improvements as finances permit.

12 Section 2. I will represent at all times the entire school community and refuse to  
13 represent special interests or partisan politics.

14 Section 3. I will endeavor to keep the community informed about the progress and  
15 needs of the schools.

16 **ARTICLE III. MY RELATIONS TO TEACHERS AND PERSONNEL**

17 Section 1. I will support the employment of those best qualified to serve as  
18 employees and insist on a regular and impartial evaluation of all staff.

19 Section 2. I will support and protect personnel in performance of their duties.

20 Section 3. I will not criticize employees publicly but will make such criticism to the  
21 director of schools for investigation and action if necessary.

22 **ARTICLE IV. MY RELATIONS WITH OTHER BOARD MEMBERS**

23 Section 1. I will recognize that authority rests only with the board in official  
24 meetings, and that the individual member has no legal status outside of  
25 such meetings.

1           Section 2.                           I will refuse to make promises as to how I will vote on a matter  
2   that will come before the board.

3           Section 3.                           I will make decisions only after a complete discussion of items at  
4   a board meeting.

5           Section 4.                           I will respect the opinion of other members and will accept the  
6   principle of “majority rule.”

7   **ARTICLE V.                           MY RELATIONS WITH THE DIRECTOR OF SCHOOLS**

8           Section 1.                           I will support the full administrative authority as well as  
9   responsibility for the director of schools to properly discharge all  
10    professional duties.

11          Section 2.                           I will hold the director of schools accountable for working with  
12   staff and requiring them to work within the framework of policies  
13    set up by the board.

14          Section 3.                           I will refer all complaints and concerns to the director of schools.

15   **ARTICLE VI.                           MY RELATIONS TO MYSELF**

16          Section 1.                           I will educate myself about my duties and responsibilities and  
17   current educational issues by individual study and through  
18    participation in programs providing needed information, such as  
19    those sponsored by my state and national school boards  
20    associations.

21          Section 2.                           I will avoid conflicts of interest, and I will refrain from using my  
22   position on the board for personal or partisan gain.