

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

**June 20, 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: June 6, 2019 Board Meeting
June 11, 2019 Special Called Zone Exemption Meeting**
- B. Community Use of Facilities**
- C. Transportation: Bus #261 requesting voluntary termination of contract
Bus #171 requesting voluntary termination of contract
Bus #108 requesting voluntary termination of contract
Bus #118 requesting voluntary termination of contract**

Recommended Approval---motion to approve the voluntary termination of the Bus Contracts for Teresa Graham, Bus #261, Sandra Davis, Bus #171, Ron Campbell, Bus #108 and James Mitchell, Bus #118 as presented.

Pursuant to Section 8 part (b) of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 5/30/2019 from Landon Lee, son of contractor Cecil Lee of buses #30, #96, #97, #100 requesting transfer of his contracts with the Board. The Transportation Dept. is prepared to award these contracts to Landon Lee as requested.

Recommended Approval---motion to approve transfer of the Bus Contracts #30, #96, #97, #100 from Cecil Lee to Landon Lee effective immediately.

D. Routine Bids**Bid #3420-Non-Food (Paper Products)****Bid #3421-Sodding, Sprigging, and Seeding****Bid #3422-Security Camera DVR****Bid #3423-Lexmark Printers****E. School Salary Supplements and Contract Payments:**

Name	Amount	School	Funded By	Description
Anaulom Phimpivong (1)	NTE \$300.00	Blackman High School	School Funds-Track	Assistant Track Coach
Antonio Sheffield	NTE \$700.00	Blackman High School	School Funds-Track	Assistant Track Coach
Bethany Collett	NTE \$700.00	Blackman Middle School	School Funds-Volleyball	Assistant Volleyball Coach
Richie Conner (6)	NTE \$2,000.00	Blackman Middle School	School Funds-Various accounts	Bus Driver
Jessica Jackson (6)	NTE \$2,000.00	Blackman Middle School	School Funds-Various accounts	Bus Driver
John Pierce	NTE \$5,000.00	Blackman Middle School	School Funds-Football, Baseball, Softball, Soccer + Gen Ath.	Mowing, weed eating, fertilizing, trash pick-up + other field maintenance
Travis Rutland	NTE \$5,000.00	Blackman Middle School	School Funds-Football, Baseball, Softball, Soccer + Gen Ath.	Mowing, weed eating, fertilizing, trash pick-up + other field maintenance
Antonio Sheffield (6)	NTE \$2,000.00	Blackman Middle School	School Funds-Various accounts	Bus Driver
Dustin Stem	NTE \$5,000.00	Blackman Middle School	School Funds-Football, Baseball, Softball, Soccer + Gen Ath.	Mowing, weed eating, fertilizing, trash pick-up + other field maintenance

Sedonia Thompson	NTE \$1,500.00	Blackman Middle School	School Funds- Girls Basketball	Assistant Girls Basketball Coach
Michael Stevenson	NTE \$2,500.00	Christiana Middle School	School Funds- General Athletics + Football	Football Field Maintenance for the 2019-2020 School year
Tabbetha Martin	NTE \$1,500.00	Oakland High School	Oakland Softball Boosters	Assistant Softball Coach
Kevin Wright (1)	NTE \$210.00	Oakland High School	School Funds- Softball + Football	Bus Driver
Sam Gordon (1)	NTE \$340.00	Oakland Middle School	School Funds- Basketball	Site Director for Elite Basketball
Francis Spintzyk	NTE \$1,600.00	Oakland Middle School	School Funds- Use of Facilities- Various	Site Director
Christy Bingham	NTE \$1,500.00	Riverdale High School	Riverdale Softball Boosters	Softball Camp
Kerrick Cron	NTE \$2,000.00	Riverdale High School	Riverdale Baseball Boosters	Assistant Baseball Coach
David England	NTE \$550.00	Riverdale High School	Riverdale Band Boosters	Judge for TN Marching State Championship
Perry Lyons	NTE \$1,000.00	Riverdale High School	Riverdale Softball Boosters	Softball Camp
Lindsay Mears	NTE \$550.00	Riverdale High School	Riverdale Band Boosters	Judge for TN Marching State Championship
Craig Reavis	NTE \$2,500.00	Siegel High School	School Funds- Baseball	Open Baseball facility daily for summer workouts
Natalie Quinn	NTE \$1,350.00	Smyrna High School	Various Outside Groups	Building Supervisor for Use of Facilities
Christopher Bissinger	NTE \$2,500.00	Stewarts Creek High School	School Funds- Swimming	Assistant Swimming Coach
Donald Fann	NTE \$5,000.00	Stewarts Creek High School	School Funds- Theater	Teaching at camp, set construction, lighting design

Brian Russell	NTE \$2,500.00	Stewarts Creek High School	School Funds-Theater	Clinician-Arts Camp
Donna Seage	NTE \$3,000.00	Stewarts Creek High School	School Funds-Theater	Teaching Camp/Costuming + props for shows
Kirk Bagley	NTE \$2,200.00	Blackman High School	School Funds-Football	Assistant Football Coach
Vonce Henderson	NTE \$3,500.00	Blackman High School	School Funds-Football	Assistant Football Coach
Mike Edmondson	NTE \$2,000.00	Eagleville	School Funds-MS Girls Basketball	Summer Basketball Camp Officiating
Chad Hewitt	NTE \$1,300.00	Riverdale High School	Riverdale Softball Boosters	Softball Camp
Tonya Lawson	NTE \$300.00	Riverdale High School	Riverdale Band Boosters	Band Camp
Tonya Lawson	\$25/lesson	Riverdale High School	Riverdale Band Boosters	Woodwind Lessons
Jace May	NTE \$1,300.00	Riverdale High School	Riverdale Softball Boosters	Softball Camp
Nathaniel O'Neal	NTE \$2,000.00	Riverdale High School	Riverdale Band Boosters	Individual Instruction, Band Camp, Fall Marching Band, Percussion
Karl Wingruber	NTE \$1,000.00	Riverdale High School	Riverdale Band Boosters	Jazz Band
Karl Wingruber	\$20/lesson	Riverdale High School	Riverdale Band Boosters	Woodwind Lessons
David Wyatt	NTE \$1,500.00	Riverdale High School	Riverdale Band Boosters	Individual Instruction
Melissa Brown	NTE \$500.00	Rock Springs Middle School	School Funds-Cheerleading	Assistant Cheer Coach
Keith Dudek	NTE \$5,000.00	Rock Springs Middle School	School Funds-Band	Private Music Instruction
Victoria Fields	NTE \$6,000.00	Rock Springs Middle School	School Funds-Choir	Individual Voice Lessons
Tara Johnson	NTE \$2,500.00	Rock Springs Middle School	School Funds-Band	Private Music Instruction

Tonya Lawson	NTE \$5,000.00	Rock Springs Middle School	School Funds-Band	Private Music Instruction
Stephen Morgan	\$25/lesson	Rocky Fork Middle School	School Funds-Band	Private Lessons
Hope Gurley	NTE \$10,000.00	Siegel High School	Siegel Band Boosters	Guard Tech
Matthew Johnson	\$20/lesson	Siegel High School	Siegel Band Boosters	Private Lesson Instructor
Kasey McCormick-Melberg	\$2,500/monthly	Siegel High School	School Funds-Choir	Private Voice Instruction
Donna Shearron	\$2,800/monthly	Siegel High School	School Funds-Choir	Private Voice Instruction
Molly Waxman	\$20/lesson	Siegel High School	Siegel Band Boosters	Private Lessons-Clarinet + Bass Clarinet
Michael Embry	NTE \$4,500.00	Smyrna High School	School Funds-Band	Color Guard Instruction
Phil Wilson	NTE \$5,000.00	Smyrna High School	School Funds-Band	Percussion Instruction
Kaci Jacobellis	NTE \$3,000.00	Stewarts Creek High School	School Funds-Theater	Choreography/Teaching
Jessica Dunnavant	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons
David Hobbs III	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons
Tara Johnson	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons
Joshua Nelson	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons
Jovan Quallo	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons
Garen Webb	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons
Jennifer Zimmerer	Up to \$25/lesson	Stewarts Creek Middle School	SCM Music Boosters	Individual + Group Lessons

Elonda Bethea (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Andrea Gentry (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Deborah Gilliam (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Vernon Humes (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Karen Irrazabal (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Sarah Lozano (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
George Nelson (2)	Hourly	Blackman Middle School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
John Engelman (2)	Hourly	Cedar Grove Elementary	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Randy Masters (2)	Hourly	Cedar Grove Elementary	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
Gualesca Rodriguez (2)	Hourly	Cedar Grove Elementary	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year

Hazel Lewis (2)	Hourly	Central Magnet	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 school year
John Timbs (2)	Hourly	Central Magnet	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2018/2019 and 2019/2020 school year
John Critchfield (2)	Hourly	LaVergne High School	Clubs, Athletics + Outside Groups	Additional Custodial Work for the 2019/2020 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:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Victor Cabrera	Riverdale High School	Band
Keith Dudek	Rock Springs Middle School	Band
Jessica Dunnavant	Stewarts Creek Middle School	Band
Michael Embry	Smyrna High School	Band
Victoria Fields	Rock Springs Middle School	Choir
Hope Gurley	Siegel High School	Band
David Hobbs	Stewarts Creek Middle School	Band
Kaci Jacobellis	Stewarts Creek High School	Theatre
Matthew Jefferson	Stewarts Creek Middle School	Band
Tara Johnson	Rock Springs Middle School	Band
Tara Johnson	Stewarts Creek Middle School	Band
Tonya Lawson	Riverdale High School	Band
Tonya Lawson	Rock Springs Middle School	Band
Kasey McCormick-Melberg	Siegel High School	Band
Stephen Mark Morgan	Rocky Fork Middle School	Band
Josh Nelson	Stewarts Creek Middle School	Band

Nathaniel O'Neal	Riverdale High School	Band
Jovan Quallo	Stewarts Creek Middle School	Band
Donna Shearron	Siegel High School	Band
Molly Waxman	Siegel High School	Band
Garen Webb	Stewarts Creek Middle School	Band
Phil Wilson	Smyrna High School	Band
Karl Wingruber	Riverdale High School	Band
Jennifer Zimmerer	Stewarts Creek Middle School	Band
Katharyn Castro	Rocky Fork Middle School	Volleyball
Alfred Bradley	Riverdale High School	Soccer/Girls
Sara Carmichael	Whitworth-Buchanan Middle	Archery
Newton Taylor	Stewarts Creek High School	Soccer/Girls
Deon Meadows	Smyrna High School	Football
Stephen Williams	Smyrna High School	Football
Jason Tigg	Smyrna High School	Football
Mark Williams	Smyrna High School	Football
Jennifer Fernandez	Stewarts Creek Middle School	Softball
Jay McLemore	Eagleville High School	Wrestling
Alex Robins	Eagleville High School	Football
Lucas Daugherty	Blackman High School	Soccer
Robert Kucker	Smyrna High School	Soccer/Boys
Brandon Banniza	Smyrna High School	Swimming
Pernell Whittaker	Smyrna High School	Football
Kati Fawbush	Smyrna Middle School	Basketball/Girls
Terry Anderson	Smyrna Middle School	Football
Erin Anderson	Thurman Francis	Volleyball
Rueben Fletcher	Smyrna Middle School	Football
Lenny Lozano	Thurman Francis	Baseball
Kelly Hagar	Thurman Francis	Basketball/Girls

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

6. VISITORS

7. INTRODUCTIONS

Jennifer Clark-Principal Rocky Fork Middle School
April Sneed-Principal Whitworth-Buchanan Middle School
Larissa Westerfield-Principal Stewartsboro Elementary School

8. FOR INFORMATION ONLY (TAB 2)

New Job Descriptions:

Listed below are new job descriptions presented for your review.

- 1. Behavior Interventionist (Federal Funded Position)**
- 2. Behavior Support Specialist (Federal Funded Position)**
- 3. Assistant Principal (Funding provided by ATSI Grant)**
- 4. Human Resource Recruiter/Background Processor (12 Months, Full-time)**
- 5. Transportation Router (12 Month, hourly classified level 4)**
- 6. Compliance Coordinator-Transportation (12 Month, hourly classified level 4)**
- 7. Certified Athletic Trainer**

9. SPECIAL EDUCATION CONTRACTS (TAB 3)

1. Agreements for Transporting Students to Tennessee School for the Blind (TSB):

Murfreesboro City Schools

This agreement is for the provision of transportation services for students from Murfreesboro City School System on Rutherford County buses that currently go to the Tennessee School for the Blind (TSB). This service has been provided in the past on a space available basis. The Murfreesboro City School system will reimburse Rutherford County \$49.35 per student per day for transportation to TSB.

Bedford County Board of Education

This agreement is for the provision of transportation services for students from Bedford County Board of Education on Rutherford County buses that currently go to the Tennessee School for the Blind (TSB). This service has been provided in the past on a space available basis. The Bedford County Board of Education will reimburse Rutherford County \$49.35 per student per day for transportation to TSB.

Cannon County Board of Education

This agreement is for the provision of transportation services for students from Cannon County Board of Education on Rutherford County buses that currently go to the Tennessee School for the Blind (TSB). This service has been provided in the past on a space available basis. The Cannon County Board of Education will reimburse Rutherford County \$49.35 per student per day for transportation to TSB.

Recommended Approval---motion to approve the agreement with Murfreesboro City Schools, Bedford County Board of Education and Cannon County Board of Education for providing transportation for students assigned to the Tennessee School for the Blind on a space available basis. Rutherford County will be

Reimbursed \$49.35 per day per student for this service.

2. Continuation of the Collaboration Agreement with Mid-Cumberland Head Start:

This collaboration agreement between Mid-Cumberland Head Start/Early Head Start and Rutherford County Board of Education stipulates that Mid-Cumberland Head Start will provide transportation and educational services for eligible Rutherford County students requiring speech therapy. Rutherford County Board of Education will provide speech screenings annually each fall for children participating in the Head Start Program, will conduct Child Find evaluations, and will provide speech therapy for eligible students in the Head Start Program. This collaboration will continue through the 2019-2020 school year, unless terminated by either participant in writing.

Recommended Approval---motion to approve the collaboration agreement with Mid-Cumberland Head Start.

3. Contractual Agreement with the Wesley Foundation of Murfreesboro, TN:

The contract for the Lease and Rental Agreement between RCS and the Wesley Foundation is for the rental of a house located at 1607 Elrod Street, adjacent to The Wesley Foundation at MTSU. This house and the Wesley Foundation Student Center will be the central locations from which the Transition Academy program will be based. This agreement includes the use of space at the Wesley Foundation Student Center at no additional charge. The monthly rental cost of the house is \$1,350.00 per month from August 1, 2019 through July 31, 2020.

Recommended Approval---motion to approve the Lease and Rental Agreement of the house located at 1607 Elrod Street from August 1, 2019 through July 31, 2020 at \$1,350.00 per month. This rental, which includes use of the Wesley Foundation, will provide a continuing location at MTSU for the community-based Transition Academy for 18-22 year-olds with cognitive and developmental disabilities. The total cost, not to exceed \$16,200.00 for the 12-month period, will be paid from I.D.E.A. Part B Special Education funds.

4. Contractual Agreement with Sherry Bryant for Language! Training and Support:

The Contract for training and consultant services to include up to 28 hours of in-service training for Language! Reading Program and 72 hours of classroom coaching during the 2019-2020 school year. Hourly rate of \$60 per hour and \$0.47 per mile mileage between locations not to exceed \$10,000.00 for the entire contract.

Recommended Approval---motion to approve the Contractual Agreement with Sherry Bryant not to exceed \$10,000.00 during the 2019-2020 school year, will be paid from GP Special Education funds.

5. Contractual Agreement with Special Kids, Inc.:

The Contract with Special Kids, Inc. is for Special Education related and nursing services. These services will provide speech/language, occupational therapy, physical therapy, and nursing services to Rutherford County School students in Special Kids facilities. Hourly rates for therapy are \$70.00 per hour. Daily rates for nursing services are \$125.00 per day. The total cost not to exceed \$25,000.00 during the 2019-2020 school year and will be paid from I.D.E.A. Part B Special Education funds.

Recommended Approval---motion to approve the Contractual Agreement with Special Kids, Inc. not to exceed \$25,000.00 during the 2019-2020 school year, will be paid from GP Special Education funds.

6. Contractual Agreement with NHC Rehabilitation:

The contract with NHC Rehabilitation is for Special Education related services. These services will provide occupational therapy and physical therapy to Rutherford County School students in the home and school settings. Hourly rates for physical therapists are \$69.00 (Lead) \$65.00, occupational therapists are \$67.00, and physical therapy assistants are \$55.00 and occupational therapy assistants (COTA) are \$57.00. This contract reflects RFP#19-03 approved by the board on May 9, 2019. The total cost not to exceed \$250,000.00 during the 2019-2020 school year and will be paid from I.D.E.A Part B Special Education funds.

Recommended Approval---motion to approve the Contractual Agreement with NHC Rehabilitation not to exceed \$250,000.00 during the 2019-2020 school year, will be paid from I.D.E.A. Part B Special Education funds.

7. Contractual Agreement with Feltz Therapy Services, LLC.:

The contract with Feltz Therapy Services LLC is for Special Education related services. These services will provide speech and language therapy to Rutherford County School students in the home and school settings. Hourly rates for speech/language therapists are \$53.00 and \$43.00 for speech/language therapy assistants. The total cost not to exceed \$75,000.00 during the 2019-2020 school year and will be paid from I.D.E.A Part B Special Education funds.

Recommended Approval---motion to approve the Contractual Agreement with Feltz Therapy Services LLC not to exceed \$75,000.00 during the 2019-2020 school year to be paid from I.D.E.A. Part B Special Education funds.

8. Contractual Agreement with Genesis Learning:

The contract with Genesis Learning is for Day Treatment Services as indicated in the IEP for Rutherford County Students for grades 1-12. This contract reflects RFP#19-02 approved by the board on May 9, 2019. The rate for the 19-20 school year is as follows:

Daily Rate: \$155.00 per student per day

Rate for 1:1 Individualized support: \$19.50 (\$15.00 hourly rate plus benefits)

Transportation: \$435 per bus per day

These services are to meet the individual needs of the student as determined by the IEP team, not to exceed \$1,700,000.00 during the 2019-2020 school year to be paid from GP Special Education funds.

Recommended Approval---motion to approve the Contractual Agreement with Genesis Learning for Day Treatment Services not to exceed \$1,700,000.00 during the 2019-2020 school year to be paid from GP Special Education funds.

9. Contractual Agreement with Sellers Behavioral Consulting, LLC.:

The contract for behavioral consulting services to include independent review of functional behavior assessments and behavior intervention plans, FBA/BIP development, student observation, IEP/support team meeting attendance, intervention modeling, staff training, creation of materials to support interventions, behavioral data collection and analysis, and phone conferencing. Fees for these services are paid at a rate of \$125 per hour.

Recommended Approval---motion to approve the Contractual Agreement with Sellers Behavioral Consulting, LLC at a rate of \$125 per hour. This contract will be effective for the 2019-2020 school year and will be paid from I.D.E.A Part B Special Education funds.

10. 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:

NO REQUEST AT THIS TIME

Note: Facility use for 6/20/19 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.

11. FINANCIAL MATTERS (TAB 4)

- 1. Fund 141-General Purpose School 2018/19 Budget Amendments**
- 2. Fund 143-Centralized Cafeteria 2018/19 Budget Amendments**
- 3. Fund 189-Building Program 2018/19 Budget Amendment-eRate Revenue**
- 4. Stipends for Attendance Training**

The district is using a train-the-trainer model as we switch our student information system from INow to Skyward. The train-the-trainer model is a much more cost effective method than paying Skyward trainers to provide all staff training. Mr. Delbridge is requesting the Board approve paying a stipend of \$200 per day to 7 carefully selected attendance specialists from across the district to serve as our district trainers. We will use them for a 3-day training session both in June and July. This method also allows us the flexibility to vary the class sizes to meet district needs. Once trained, they will be able to provide training within their home schools while serving as resources for their fellow grade-band specific peers. The trainers consist of 3 high school, 1 K-12, 1 middle, and 2 elementary school attendance specialists. The cost for June and July is \$4,200 each month for a total of \$8,400. The funding is being addressed in the amendments.

Recommended Approval---motion to approve paying a stipend of \$200 per day to 7 carefully selected attendance specialists from across the district to serve as our district trainers for a 3-day training session both in June and July for a total of \$8,400 plus employer benefits.

5. Bid for Oakland High Artificial Turf

Warners Construction has been recommended as the best and lowest bidder for the project to install turf on the Oakland High School football field. The bid is \$577,722 and the alternate for Legion NXT for an additional \$29,500 is also being recommended for a total of \$607,222.

The contract shall not be executed or the project begun until Mr. Marshall has provided documentation to the Director of Schools and the Finance Director that the performance bond is in place and financing and loan package for the project has been completed.

Recommended Approval – motion to award the bid for the Oakland High School football field turf to Warners Construction with the Legion NXT alternative for a total of \$607,222 at no cost to the Board.

12. FACILITIES (TAB 5)

Thurman Francis:

Principal Jeff McCann is requesting to purchase a 10' x 12' wooden storage building to be placed in the rear of the school. Engineering and Construction has reviewed the requested placement location and finds it acceptable. This request is at no cost to the Board.

Recommended Approval---motion to approve the Thurman Francis request to purchase a 10' x 12' storage building as presented.

Rockvale High School:

Barton Malow has submitted for approval Change Order #2 for \$300,000.00. This Change Order is for revisions to the approved Highway 99 drawings by TDOT for \$150,000.00 and increase in the Bituminous Index for asphalt of \$150,000.00. Engineering and Construction agrees with this request. New Contract amount is \$63,884,500.00.

Recommended Approval---motion to approve Change Order #2 for \$300,000.00 for Rockvale High School as presented.

13. ZONE EXEMPTION APPEALS

14. INSURANCE UPDATE

15. DIRECTOR'S UPDATE

16. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

17. FEDERAL RELATIONS NETWORK (FRN) UPDATE

18. GENERAL DISCUSSION

19. ADJOURNMENT

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

Minutes of June 6, 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

Mr. Jim Estes, Board Chairman, called the meeting to order at 5:00 P.M. The Chairman led the Pledge of Allegiance.

2. MOMENT OF SILENCE

The Chairman called for a moment of silence and to remember the family of Mr. Homer Brown. Mr. Brown passed away a few weeks ago. He was the Father of Dr. Diana Brown, Principal of Daniel-McKee, and Kristi Brown DeGraw, teacher at Rockvale Elementary.

3. WELCOME-Members of Bedford County School Board

The following Board Members from Bedford County visited the June 6, 2019 Board Meeting. The TSBA requires that a board meeting be critiqued by a team from another school board in order to achieve the Board of Distinction.

David Brown

Diane Neeley

Michael Cook

Brian Crews

4. APPROVAL OF AGENDA

Motion made by Mr. Young, seconded by Mr. Hodge, to approve the agenda as presented.

Vote: All Yes

5. APPROVAL OF CONSENT AGENDA

A. Minutes: May 22, 2019 Board Meeting

B. Community Use of Facilities

C. Title I Contract

- **Adrienne Kamena and Cedar Grove Elementary Contract**

D. Routine Bids

Bid #3407-Science Equipment (Rockvale High and Rocky Fork Elementary)

Bid #3410-Sprinkler Inspections

Bid #3411-5-Year Sprinkler Obstruction Inspections

Bid #3412-Custodial Supplies and Equipment

Bid #3415-Elevator Modernization (McFadden)

E. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Robert Bell	NTE \$1,000.00	Blackman High School	School Funds-Boys Basketball	Summer Camp
Debra Burton	NTE \$2,500.00	Blackman High School	Blackman High Band Boosters	Drill Writer
Thomas Chestnut	NTE \$500.00	Blackman High School	Blackman High Band Boosters	Band Camp Instruction
David England	NTE \$6,000.00	Blackman High School	Blackman High Band Boosters	Percussion Instruction and Band Camp
Kevin Meadows	NTE \$1,500.00	Blackman High School	School Funds-Football	Summer Weights
John Mears	NTE \$3,000.00	Blackman High School	Blackman High Band Boosters	Music Arranging
Barry Wortman	NTE \$3,000.00	Blackman High School	School Funds-Boys Basketball	Summer Camp
Madeline Young	NTE \$500.00	Blackman High School	School Funds-Volleyball	Coaching-summer coverage
Ray Bennet (6)	NTE \$5,000.00	Central Magnet	School Accounts-Variou	Bus Driver
Chase Cato	NTE \$5,000.00	Central Magnet	School Funds-Variou Athletic Accounts	Game Admin/work at games

Jacqueline Harrison	NTE \$700.00	Central Magnet	MS Boys + Girls Basketball	Keep books
Mark Kirksey	NTE \$5,000.00	Central Magnet	School Funds-Various Athletic Accounts	Game Admin/work at games
Allen Nichols	NTE \$5,000.00	Central Magnet	School Funds-Various Athletic Accounts	Game Admin/work at games
Jason Patterson (6)	NTE \$5,000.00	Central Magnet	School Accounts-Various	Bus Driver
Jeremy Stansbury (6)	NTE \$5,000.00	Central Magnet	School Accounts-Various	Bus Driver
Jay Windham (6)	NTE \$5,000.00	Central Magnet	School Accounts-Various	Bus Driver
Doug Worsley (6)	NTE \$5,000.00	Central Magnet	School Accounts-Various	Bus Driver
Brandon Thomas	NTE \$1,000.00	Oakland Middle School	School Funds-Football	Field Maintenance-Summer workouts
Marci Turner	NTE \$1,300.00	Oakland Middle School	School Funds-Baseball	Summer grounds keeper
Marissa Williams	NTE \$1,181.10	Oakland Middle School	School Funds-Boys Soccer	Assistant Boys Soccer Coach
Brianna Englebert Vogt	NTE \$1,100.00	Riverdale High School	Riverdale Band Boosters	Band Camp Instruction + Music Arrangement
Amanda Jones	NTE \$8,500.00	Riverdale High School	Riverdale Band Boosters	Band Camp + Guard Camp Instr., Flag Design + Creation, Choreography Develop + Instr.
Adam Burton	NTE \$800.00	Siegel Middle School	School Funds-Baseball	Summer Camp
Samuel Thomas	NTE \$800.00	Siegel Middle School	School Funds-Baseball	Summer Camp

Matt Williams	NTE \$4,000.00	Smyrna High School	School Funds-Football	Summer Field Maintenance
Tyler Bouttavong	NTE \$1,500.00	Blackman High School	Blackman High Band Boosters	Band Camp Instruction + Lessons
Robert Chandler (5)	NTE \$300.00	Blackman High School	Blackman High Band Boosters	Band Camp Instruction
Julie Davila	NTE \$1,000.00	Blackman High School	Blackman High Band Boosters	Percussion Instruction
William Elliott	NTE \$4,000.00	Blackman High School	Blackman High Band Boosters	Jazz Instruction + Lessons
Michael George	NTE \$8,000.00	Blackman High School	Blackman High Band Boosters	Band Camp Instruction + Lesson
Tim Hale	NTE \$5,000.00	Blackman High School	Blackman High Band Boosters	Teach Percussion Class
Gregory Lawson	NTE \$500.00	Blackman High School	Blackman High Band Boosters	Band Camp Instruction
Tonya Lawson	NTE \$1,000.00	Blackman High School	Blackman High Band Boosters	Lessons
Rebecca Murphy	NTE \$2,000.00	Blackman High School	Blackman High Band Boosters	Band Camp Instruction + Lessons
Darla Perlozzi	NTE \$3,500.00	Blackman High School	Blackman High Band Boosters	Rock Band Instruction
Kelsey Rogers	NTE \$4,000.00	Blackman High School	Blackman High Band Boosters	Color Guard Instruction
Wilson Sharpe	NTE \$2,000.00	Blackman High School	Blackman High Band Boosters	Band Camp Instruction + Lessons
James Simmons	NTE \$500.00	Blackman High School	Blackman High Band Boosters	Jazz Instruction
Holly Smith	NTE \$1,000.00	Blackman High School	Blackman High Band Boosters	Band Camp Instruction + Lessons
Grace Veale	NTE \$4,000.00	Blackman High School	Blackman High Band Boosters	Color Guard Instruction
Robbie Clements (6)	NTE \$5,000.00	Central Magnet	School Funds-Variou	Bus Driver
Vickie Johnson (6)	NTE \$5,000.00	Central Magnet	School Funds-Variou	Bus Driver
Heidi Skinner (6)	NTE \$5,000.00	Central Magnet	School Funds-Variou	Bus Driver

Igor Zhislen	NTE \$10,000.00	Central Magnet	School Funds-Chess	Chess Instructor
Phillip Bennett	NTE \$2,000.00	Eagleville	School Funds-HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Ethan Cobb	NTE \$2,000.00	Eagleville	School Funds-HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Riley Cobb	NTE \$2,000.00	Eagleville	School Funds-HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Hayden Edmondson	NTE \$2,000.00	Eagleville	School Funds-HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Ty Hoeft	NTE \$2,000.00	Eagleville	School Funds-HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Blake Leonard	NTE \$2,000.00	Eagleville	School Funds-HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Hayden McMahon	NTE \$2,000.00	Eagleville	School Funds-HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Deval Smith	NTE \$2,000.00	Eagleville	School Funds-HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Macy Tollett	NTE \$2,000.00	Eagleville	School Funds-HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Randy Toombs	NTE \$2,000.00	Eagleville	School Funds-HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Dylan Watt	NTE \$2,000.00	Eagleville	School Funds-HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating

Jeremy Woods	NTE \$2,000.00	Eagleville	School Funds- HS + MS Girls and Boys Basketball	Summer Basketball Camp Officiating
Jana Aplin	NTE \$5,000.00	Oakland High School	Oakland High Band Boosters	Flute Lessons
Jacob Breed	NTE \$7,500.00	Oakland High School	Oakland High Band Boosters	Color Guard Instructor
Daniel Percell	NTE \$7,500.00	Oakland High School	Oakland High Band Boosters	Color Guard Instructor
Virginia Singleton	\$15/lesson	Oakland Middle School	School Funds- Band	Music Lessons
Benjamin Bjork	NTE \$1,500.00	Riverdale High School	Riverdale Band Boosters	Band Camp + Fall Marching
Michael George	NTE \$600.00	Riverdale High School	Riverdale Band Boosters	Band Camp
Michael George	\$20/lesson	Riverdale High School	Riverdale Band Boosters	Private Lessons
Tim Hale	NTE \$17,500.00	Riverdale High School	Riverdale Band Boosters	Write music, Band Camp Instr-Percussion, Asst with Inst of Perc. Class, help maintain equip
Tim Hale	\$20/lesson	Riverdale High School	Riverdale Band Boosters	Private Lessons
Haley Lawson	NTE \$2,500.00	Riverdale High School	Riverdale Band Boosters	Assist with Marching Instruction-Band Camp + Fall
Rebecca Murphy	NTE \$600.00	Riverdale High School	Riverdale Band Boosters	Band Camp
Rebecca Murphy	\$25/lesson	Riverdale High School	Riverdale Band Boosters	Private Flute Lessons
David Seanor	NTE \$1,500.00	Riverdale High School	Riverdale Band Boosters	Assist with Marching Instruction-Band Camp + Fall

Phillip Smith	NTE \$600.00	Riverdale High School	Riverdale Band Boosters	Help Instruct Low Brass-Band Camp
Phillip Smith	\$20/lesson	Riverdale High School	Riverdale Band Boosters	Low Brass private lessons
Michael George	\$20/lesson	Rockvale Middle School	School Funds-Band	Private Lessons
Tim Hale	\$20/lesson	Rockvale Middle School	School Funds-Band	Private Lessons
Matthew Jefferson	\$20/lesson	Rockvale Middle School	School Funds-Band	Private Lessons
Rebecca Murphy	\$20/lesson	Rockvale Middle School	School Funds-Band	Private Lessons
Wilson Sharpe	\$20/lesson	Rockvale Middle School	School Funds-Band	Private Lessons
Karl Wingruber	\$20/lesson	Rockvale Middle School	School Funds-Band	Private Lessons
Jessica Dunnivant	\$20/lesson	Rocky Fork Middle School	School Funds-Band	Private Lessons
Jennifer Zimmerer	\$22/lesson	Rocky Fork Middle School	School Funds-Band	Private Lessons
Jana Aplin	\$20/lesson	Siegel High School	Siegel High Band Boosters	Private Flute Lessons
Michael George	\$20/lesson	Siegel High School	Siegel High Band Boosters	Private Lessons
Kyle Ramsay	NTE \$10,000.00	Siegel High School	Siegel High Band Boosters	Percussion Technician
Wilson Sharpe	\$20/lesson	Siegel High School	Siegel High Band Boosters	Oboe/Bassoon Lessons
Jeremy Smith	NTE \$18,000.00	Siegel High School	Siegel High Band Boosters	Percussion Instruction
Jovan Quallo	\$20/lesson	Siegel High School	Siegel High Band Boosters	Private Saxophone Instruction
Kim Bly (2)	Hourly	Barfield	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year
Rick Christopher (2)	Hourly	Christiana Middle School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year
Joyce Henderson (2)	Hourly	Christiana Middle School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year

Tammy Lowe (2)	Hourly	Christiana Middle School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year
Andrea Orellana (2)	Hourly	Rock Springs Elementary	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year
Amanda Richardson (2)	Hourly	Stewartsboro	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 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:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Jana Aplin	Siegel High School	Band
Benjamin Bjork	Riverdale High School	Band
Rachel Steiner Bjork	Riverdale High School	Band
Tyler Bouttavong	Blackman High School	Band
Robert Chandler	Blackman High School	Band
Thomas Chesnut	Blackman High School	Band
Julie Davila	Blackman High School	Band
Jessica Dunnigan	Rocky Fork Middle School	Band
William Elliott	Blackman High School	Band
Michael George	Blackman High School	Band
Michael George	Riverdale High School	Band
Michael George	Rockvale Middle School	Band
Michael George	Siegel High School	Band
Timothy Hale	Blackman High School	Band
Timothy Hale	Riverdale High School	Band
Timothy Hale	Rockvale Middle School	Band
Matthew Jefferson	Rockvale Middle School	Band
Gregory Lawson	Blackman High School	Band

Haley Lawson	Riverdale High School	Band
Tonya Lawson	Blackman High School	Band
Rebecca Murphy	Blackman High School	Band
Rebecca Murphy	Riverdale High School	Band
Rebecca Murphy	Rockvale Middle School	Band
Darla Perlozzi	Blackman High School	Band
Jovan Quallo	Siegel High School	Band
Kyle Ramsay	Siegel High School	Band
Kelsey Rogers	Blackman High School	Band
David Seanor	Riverdale High School	Band
Wilson Sharpe	Blackman High School	Band
Wilson Sharpe	Rockvale Middle School	Band
Wilson Sharpe	Siegel High School	Band
James Simmons	Blackman High School	Band
Virginia Singleton	Oakland Middle School	Band
Holly Smith	Blackman High School	Band
Jeremy Smith	Siegel High School	Band
Phillip Smith	Riverdale High School	Band
Grace Veale	Blackman High School	Band
Karl Wingruber	Rockdale Middle School	Band
Jennifer Zimmerer	Rocky Fork Middle School	Band
Ben Lawwell	Siegel High School	Bowling
Megan Gaspardo	Siegel High School	Cross Country
Paul Torres-Rodriguez	Siegel High School	Cross Country
Kelly Holcomb	Riverdale High School	Football
Baily Davis	Rockvale Middle School	Swimming
Kevin McNulty	Rockvale Middle School	Tennis
Anthony Rutland	Stewarts Creek High School	Basketball/Boys
Bryan Helton	Stewarts Creek High School	Wrestling
Raquel Vega-Gaskins	Oakland HS/Oakland Middle	Archery
Durell Fain	Rocky Fork Middle School	Football
Rod Sims	Rocky Fork Middle School	Basketball/Boys
Jamison Snider	Rocky Fork Middle School	Baseball
Sean Whinnery	Rocky Fork Middle School	Baseball
Ashley (Taylor) Randolph	Rocky Fork Middle School	Softball
Chris Erwin	Rocky Fork Middle School	Archery
Abby Bolyard	Rocky Fork Middle School	Softball
Morgan Davis	Rockvale High School	Volleyball
Bradley Johnson	Rocky Fork Middle School	Football/Basketball
Katie Smith	Whitworth-Buchanan	Softball
Darius Brown	Whitworth-Buchanan	Basketball/Girls;VB
Carrie Garrett	Whitworth-Buchanan	Archery
Cynthia Denise Harrell	Whitworth-Buchanan	Archery
Eric Sacharczyk	Blackman High School	Wrestling
Vonce Henderson	Blackman High School	Football
Durell Fain	Rocky Fork Middle School	Football

Kirk Bagley	Blackman High School	Football
Thomas Bain	Eagleville	Softball
Tifini Bain	Eagleville	Softball-Basketball/Girls
Bobby Leathers	Eagleville	Basketball/Girls
Larry McMahan	Eagleville	Softball
Robert Ricks	Eagleville	Archery
Susan Tribble	Eagleville	Volleyball
Darcy Leach	Central Magnet MS	Cross Country
Richard Palmer	Rocky Fork Middle School	Basketball/Girls
Tommy Bogle	Rock Springs Middle School	Baseball
Luke Hillis	Rock Springs Middle School	Football
Melissa Brown	Rock Springs Middle School	Cheerleading
Sidnee Mitchell	Rockvale High School	Soccer/Girls
Shantel Perry	Oakland High School	Swimming
Jordyn Peyton	Riverdale High School	Cheerleading
Stevenson Jones	Stewarts Creek High School	Football
Russell Clark	Oakland High School	Football
Clifton Barna	Stewarts Creek High School	Football

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

Vote: All Yes

6. VISITORS – No Visitors.

7. OLD BUSINESS

2020-2021 School Calendar

It was brought to the attention of the Board of Education by the Election Commission Administrator Alan Farley, that August 6, 2020 is the Primary election for the Federal and State positions. To accommodate the election commission for the use of Rutherford County Schools, we have adjusted the two-hour abbreviated date, in which students attend school from Thursday, August 6, 2020 to Friday August 7, 2020. Rutherford County Schools will conduct In-service on Thursday, August 6, 2020 in secure locations throughout the buildings. This minimized the number of changes to the approved school calendar.

Motion made by Mr. Hodge, seconded by Mrs. Johnson, to approve the revisions made to the 2020-2021 school calendar as presented.

Vote: All Yes

8. 2019 RUTHERFORD COUNTY SCHOOLS SUMMER CONFERENCE PRACTITIONERS

- 1. Amy Gullion will provide one 75-minute presentation session as a part of the Rutherford County Summer Conference. The RCS Summer Conference will be held July 23-24, 2019 at Siegel Middle and Siegel High Schools. All expenses will be covered by Title II funds.**

Contract fees will be covered with Title II funds. Title II funds will be used at the rate of \$250.00.

- 2. Amanda Collins, A Rutherford County teacher will provide one 75-minute presentation session as a part of the Rutherford County Summer Conference. The RCS Summer Conference will be held July 23-24, 2019 at Siegel Middle and Siegel High Schools. All expenses will be covered by Title II funds.**

Contract fees will be covered with Title II funds. Title II funds will be used at the rate of \$250.00 per day plus \$45.28 to cover employee benefits. Individuals will be required to pay usual and customary benefits since they are school system employees.

Motion made by Mr. Young, seconded by Mr. Hodge, to approve the contracts for Amy Gullion as a Practitioner in the amount not to exceed \$250.00 and Amanda Collins as a RCS Teacher Practitioner in the amount not to exceed \$295.28 to provide one, seventy-five-minute session each, as a part of the RCS 2019 Summer Conference as presented.

Vote: All Yes

9. 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 group qualify for the exemption:

Motion made by Ms. Sharp, seconded by Mr. Young, to approve the following group requesting a fee waiver for the use of facilities pursuant to Policy 3.206:

Homes for Our Troops

Parking for volunteers (WBMS-parking lot)

Vote: All Yes

Note: Facility use for 6/6/19 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.

10. FINANCIAL MATTERS

1. General Purpose School Fund 141, 2019/20 Budget

County Commission Budget Committee has approved appropriations for an estimated Expenditures budget for Fiscal Year 2019-2020 of \$416,465,116. At the present time, the estimated revenues for the Fiscal Year 2019-2020 is \$401,583,529. This revenue amount includes the additional 8.2 cents on the property tax that has been proposed by the county budget committee. This proposed budget funds a 5% pay increase for the contracted bus owner/operators and a 2.5% pay increase for all full and part-time school employees.

Motion made by Mr. Jordan, seconded by Mr. Young, to approve the 2019/20 General Purpose School Budget, Fund 141, with \$401,583,529 in revenues, \$416,465,116 in expenditures, and uses sufficient fund balance to fund the general-purpose school fund operations as needed.

Vote: All Yes

2. Capital Projects for the 2019/20 School Year

Projects totaling \$7,064,990 are presented..

Motion made by Mr. Hodge, seconded by Mrs. Johnson, to approve the 2019/20 Capital Projects List as presented.

Vote: All Yes

3. Capital Projects for the 2019/20 School Year

Projects totaling \$7,064,990 align with the county budget committee recommendation of a proposed 7.5 cent property tax levy. Revenues budgeted for this fund is estimated at \$7,219,990. Trustee commission of \$155,000 makes up the balance of budgeted expenditures (outside actual capital project expenditures) for this fund.

If the additional 2.8 cents of property tax are not approved for this fund, then our capital project expenditure budget will need to be cut so that the unassigned fund balance can be maintained for future years.

Motion made by Mr. Jordan, seconded by Mr. Young, to approve the 2019/20 Capital Projects Budget, Fund 177 for \$7,219,990 total estimated expenditures and \$7,219,990 in estimated revenue as presented.

Vote: All Yes

11. FACILITIES

LaVergne Primary School: Jenna Stitzel, Coordinated School Health, is requesting to build a 200-meter outdoor walking track at LaVergne Primary School. The track will be fully funded by grants obtained by Coordinated School Health at no cost to the Board. Engineering and Construction will provide the normal construction oversight and coordination.

Motion made by Mrs. Sharp, seconded by Mrs. Johnson, to approve the construction of a 200-meter walking track at LaVergne Primary School, completely funded by Coordinated School Health as presented.

Vote: All Yes

Rock Springs Elementary: Engineering and Purchasing received the bids for the addition to Rock Springs Elementary on Thursday May 30, 2019. Six bids were received with Engineering recommending Boger Construction as the lowest and or best bid. Boger Constructions total bid, with all alternated included, is \$8,119,800.00.

Motion made by Mr. Young, seconded by Mr. Jordan, to approve Boger Construction's bid for Rock Springs Elementary addition at \$8,119,800.00 as presented.

Vote: All Yes

12. ANNUAL POLICY MANUAL REVIEW

Section 5 – Personnel

Policy 5.100 Personnel Goals

Policy 5.101 Channel of Communication

Policy 5.102 Support Personnel

Policy 5.103 Job Descriptions

Policy 5.104 Equal Opportunity Employment

Policy 5.106 Application and Employment

Policy 5.108 Supervision

Policy 5.109 Evaluation

Policy 5.110 Compensation Guides and Contracts

Policy 5.113 Professional Development for Certified Employees

Policy 5.114 Personnel Records

Policy 5.1141 Teacher Effect Data

Policy 5.115 Assignment/Transfer

Policy 5.116 Staff Positions/Creation of Positions/Reduction in Force

Policy 5.117 Tenure

Policy 5.118 Background Investigations

Separation Practices

Policy 5.200 Separation Practices for Tenured Teachers

Policy 5.201 Separation Practices for Non-Tenured Teachers

Policy 5.202 Separation Practices for Non-Certified Employees

Policy 5.203 Recommendations and File Transfers

Employee Leaves

Policy 5.301 Emergency and Legal Leave

Policy 5.302 Sick Leave

Policy 5.303 Personal and Professional Leave

Policy 5.304 Long Term Leaves of Absence

Policy 5.305 Family and Medical Leave

Policy 5.306 Military Leave

Policy 5.307 Physical Assault Leave

Policy 5.309 Legislative Leave

Policy 5.310 Vacations and Holidays

Employee Health Practices

Policy 5.400 Health Examinations/Communicable Diseases

Policy 5.401 Acquired Immune Deficiency Syndrome

Policy 5.402 Hepatitis B

Policy 5.403 Drug and Alcohol Testing

Grievances

Policy 5.500 Discrimination/Harassment

Policy 5.501 Complaints and Grievances

Employee Rights and Responsibilities

Policy 5.600 Staff Rights and Responsibilities

Policy 5.601 Staff Conflicts of Interest

Policy 5.6101 Employee Participation in Recreational or Fitness Activities

Policy 5.606 Staff Community Relations

Policy 5.608 Tutoring for Pay

Policy 5.611 Ethics

Temporary Personnel

Policy 5.701 Substitute Teachers

Policy 5.702 Student Teachers

Recruitment and Employment of the Director of Schools

Policy 5.801 Recruitment and Selection

Policy 5.802 Qualifications and Duties of the Director of Schools

Policy 5.803 Evaluation of the Director of School

Section 6-Student

Policy 6.200 Attendance

Policy 6.201 Compulsory Attendance Ages

Policy 6.2011 Voluntary Pre-K Attendance

Policy 6.202 Home Schools

Policy 6.203 School Admissions

Policy 6.204 Non-Resident Students
Policy 6.205 Student Assignment
Policy 6.208 Release During School Hours
Policy 6.209 Child Custody/Parental Access

Behavior and Discipline

Policy 6.300 Code of Behavior and Discipline
Policy 6.301 Rights and Responsibilities
Policy 6.302 Procedural Due Process
Policy 6.303 Interrogations and Searches
Policy 6.304 Student Discrimination, Harassment, Bullying, Cyber-bullying & Intimidation
Policy 6.306 Interference/Disruption of School Activities
Policy 6.307 Drug-Free Schools
Policy 6.308 Bus Conduct
Policy 6.309 Zero Tolerance Offenses
Policy 6.310 Dress Code
Policy 6.3101 Gang Activity or Association
Policy 6.311 Care of School Property
Policy 6.312 Use of Personal Communication Devices and Cellular Telephone
Policy 6.313 Discipline Procedures
Policy 6.314 Corporal Punishment
Policy 6.315 Detention
Policy 6.316 Suspension/Expulsion/Remand
Policy 6.317 Disciplinary Hearing Authority
Policy 6.318 Admission of Suspended or Expelled Students
Policy 6.319 Alternative School Programs

Student Welfare

Policy 6.400 Guidance Program
Policy 6.4001 Student Surveys, Analyses, and Evaluations
Policy 6.401 Student Health Services
Policy 6.402 Physical Examinations and Immunizations
Policy 6.403 Communicable Diseases
Policy 6.4031 Pediculosis (Head Lice)
Policy 6.404 Acquired Immune Deficiency Syndrome
Policy 6.405 Medicines
Policy 6.406 Student Psychological Services
Policy 6.407 Student Social Services
Policy 6.408 Supervision of Students
Policy 6.4081 Safe Relocation of Students
Policy 6.409 Child Abuse and Neglect
Policy 6.4091 Sexual Misconduct
Policy 6.410 Accidents and Illnesses
Policy 6.411 Student Wellness
Policy 6.412 Emergency Allergy Response Plan
Policy 6.413 Prevention and Treatment of Concussions
Policy 6.414 Prevention and Treatment of Sudden Cardiac Arrest
Policy 6.415 Student Suicide Prevention

Individual Needs Students

- Policy 6.500 Special Education Students**
- Policy 6.501 Married and/or Pregnant Students**
- Policy 6.502 Exchange Students**
- Policy 6.503 Homeless Students**
- Policy 6.504 Migrant Students**
- Policy 6.505 Students in Foster Care**

Student Records

- Policy 6.600 Student Records**
- Policy 6.601 Annual Notification of Rights**
- Policy 6.602 Inspection and Correction Procedures**
- Policy 6.603 Use of Records**

Student Activities

- Policy 6.700 Student Activities**
- Policy 6.701 Student Solicitations/Fund-Raising**
- Policy 6.702 Student Clubs and Organizations**
- Policy 6.704 Student Publications**
- Policy 6.705 Student Social Events**
- Policy 6.709 Student Fees and Fines**

There was no discussion on the policies as presented.

13. POLICY COMMITTEE RECOMMENDATIONS

- 1. Policy 1.407: School District Records**
Policy 1.407 has been updated to change the District Public Records Request Coordinator from Lauren Bush to Sara Page.
- 2. Policy 1.803: Tobacco and Vape-Free Schools**
Policy 1.803 has been updated in line with TSBA-proposed policy in order to clarify that vapor-based products are not allowed on school grounds, and that students in possession of either tobacco and vape products may be disciplined.
- 3. Policy 4.502: Parent/Family Involvement**
Policy 4.502 has been updated to replace “No Child Left Behind” with references to the Elementary and Secondary Education Act.
- 4. Policy 4.602: Grade Point Average (GPA) and Class Rank (9-12)**
Policy 4.602 has been updated to reflect the weighted grading for dual credit and dual enrollment courses. Cambridge courses was added to the weighted grade chart. Additionally, a conversion chart has been added that reflects expected conversions when a dual enrollment program issues only a numerical grade. The standard for valedictorian and salutatorian has been amended to allow the highest achieved ACT

composite to be considered when multiple students meet the other requirements for those titles, beginning for the graduating class of 2023. The deadline for valedictorian/salutatorian has been clarified to be the end of the 7th semester. Outdated references to the 2009-2010 and 2014-2015 school years have been removed.

5. Policy 4.603: Promotion and Retention

Policy 4.603 has been extensively rewritten to reflect changes to State Board of Education Policy 3.300.

6. Policy 6.200: Attendance

Policy 6.200 has been updated to reduce the number of parent-produced excuse notes for illness from ten to eight.

7. Policy 6.313: Discipline Procedures

In response to Tennessee Department of Education disproportionality review, Policy 6.313 has been updated to add introductory language to encourage administrators to choose educational discipline that seeks to stop repeated behaviors while limiting exclusionary discipline. Mediation has been added to disciplinary options, and corporal punishment has been removed. Under Level IV misbehaviors, the type of death threat has been clarified to distinguish it from an electronic threat, which is a zero tolerance by law. Additionally, sexual misconduct not resulting in a charge classified as a zero tolerance has been added to the example list. Bomb threat was moved from a Level IV offense to a zero tolerance to align with current policy. Clarification as to when charges are sufficient for discipline has been added.

8. Policy 6.314: Corporal Punishment

In response to a request to review disciplinary procedures in light of the Tennessee Department of Education's disproportionality review, the policy has been updated to bar the use of corporal punishment in Rutherford County Schools.

9. Policy 6.316: Suspension, Expulsion, Remand

Policy 6.316 has been updated to better reflect the grounds for disciplining students for off-campus criminal behavior, to update a typographical error related to the use of "in-school" where "out-of-school" should have appeared, and to remove a reference to language seeming to state a parent may request a disciplinary hearing be open to the public.

10. Policy 6.317: Student Disciplinary Hearing Authority

Policy 6.317 has been updated to clarify that hearings before the DHA are closed to the public, and to explain the role an attorney may have if attending a DHA. Additionally, the ability to request an appeal to the board that is open to the public was clarified.

11. Policy 6.409: Child Abuse and Neglect

Policy 6.409 has been updated to complete a sentence that was left incomplete.

12. Policy 4.806: Course Access Program

Policy 4.806 is proposed in order to comply with new Tennessee State Board of Education rules.

Motion made by Mr. Jordan, seconded by Mr. Hodge, to approve Policies 1.407, 1.803, 4.502, 4.603, 6.200, 6.313, 6.314, 6.316, 6.317, 6.409, and 4.806 as recommended by the Policy Committee on second reading.

ROLL CALL VOTE: YES – Mr. Hodge, Mr. Young, Mr. Jordan, Mrs. Johnson, Ms. Sharp, Mrs. Moore, Mr. Estes

Motion Passed.

Motion made by Mr. Jordan, seconded by Mr. Hodge, to approve Policy 4.602, Grade Point Average (GPA) and Class Rank (9-12), as written.

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

Motion Passed.

14. CORRECTION-2018-2019 TENURE LIST

The following two names were left off the 2018-2019 tenure list for approval.

Motion made by Mr. Jordan, seconded by Ms. Sharp, to add Nathaniel Lillard, Siegel High School, Agriculture Teacher and Jameson Knox, Blackman High School, History Teacher to the 2018-2019 Tenure List.

Vote: All Yes

15. INSURANCE UPDATE

Dr. Anthony announced that the next insurance meeting will be at the end of August. At the May meeting, the insurance committee selected APIP (Public Entity Property Insurance Program) for the bid on property and cyber liability. They renewed with Brit for casualty. They selected Admiral for dental.

16. DIRECTOR'S UPDATE

Mr. Spurlock reported that as we go forward this fall we will be looking at several areas for rezoning. This will impact Wilson Elementary and Walter Hill. Also, we will discuss Siegel Middle and rezoning sixth graders prior to getting to Siegel Middle. We are looking at presenting this in early fall.

17. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE - No report.

18. FEDERAL RELATIONS NETWORK (FRN) UPDATE – No report.

19. GENERAL DISCUSSION – No discussion at present time.

There being no further business, the meeting adjourned at approximately 5:35 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 Zone Exemption Appeals

June 11, 2019

Board Members Present

Jim Estes, Board Chairman

Coy Young, Vice-Chairman

Terry Hodge

Tiffany Johnson

Jeff Jordan

Lisa Moore

Tammy Sharp

Bill Spurlock, Director of Schools

The Board Chairman called the Special Called meeting to order at 5:00 P.M. for Zone Exemption Appeals.

Mr. Evans reviewed the process.

Staff Attorney, Sara Page, swore in all participants that were going to speak regarding zone exemptions.

- 1. Rockvale High School requesting to remain at Riverdale High School Zone Exemption #75**

Motion made by Mrs. Moore, seconded by Mr. Young to deny the request.

**ROLL CALL VOTE: YES – Mr. Hodge, Mrs. Moore, Mr. Young, Mrs. Johnson,
Mrs. Sharp, Mr. Estes**

NO – Mr. Jordan

2. **Rockvale High School requesting to remain at Riverdale High School Exemption #87. The request was withdrawn.**
3. **Riverdale High School requesting to remain at Oakland High School Exemption #178**

This request is to be on the Board agenda June 20, 2019. The Board requested more information be turned in to James Evans by June 18.

4. **Oakland High School requesting to remain at Siegel High School Exemption #190**

Motion made by Mr. Young, seconded by Mrs. Moore, to deny the request.

ROLL CALL VOTE: YES – Mr. Young, Mr. Jordan, Mrs. Moore, Mr. Hodge, Mrs. Johnson, Ms. Sharp, Mr. Estes

5. **Rockvale High School requesting to remain at Blackman High School Exemption194**

Motion made by Ms. Sharp, seconded by Mr. Young, to get feedback from Dr. Justus to identify if the student is going to be accepted in BCA. Also get input from Mr. Luker.

ROLL CALL VOTE: YES – Mrs. Johnson, Ms. Sharp, Mr. Young, Mrs. Moore, Jeff Jordan

NO - Terry Hodge, Jim Estes

The Board asked if anyone else had requested to go to BCA and were denied.

6. **Blackman High School requesting to remain at Stewarts Creek High School Exemption #204**

Motion made by Hodge, seconded by Mrs. Johnson, to deny the request providing Dr. Justus will allow student to take Advanced Honors.

**ROLL CALL VOTE: YES – Mr. Hodge, Mrs. Moore, Mr. Young, Mrs. Johnson,
Mr. Estes**

NO – Mr. Jordan, Ms. Sharp

7. Christiana Middle School to Rockvale Middle School – Exemption #265

Motion by Mrs. Moore, seconded by Sharp, to uphold the recommendation.

**ROLL CALL VOTE: YES – Ms. Sharp, Mrs. Moore, Mr. Hodge, Mr. Jordan,
Mr. Young, Mrs. Johnson, Mr. Estes**

**8. Rockvale High School requesting to remain at Siegel High School
Exemption #272**

After discussion, the request was withdrawn.

**9. Rockvale High School requesting to remain at Riverdale High School
Exemptions #282 and #283**

Motion made by Mr. Jordan, seconded by Ms. Sharp, to approve the request.

**ROLL CALL VOTE: YES – Mr. Jordan, Ms. Sharp, Mrs. Johnson, Mr. Young,
Mr. Hodge, Mrs. Moore**

NO – Mr. Estes

**10. LaVergne High School requesting to attend to Stewarts Creek High School
Exemption #343**

Motion by Mrs. Moore, seconded by Mr. Jordan, to deny the request.

**ROLL CALL VOTE: YES – Mrs. Moore, Mr. Young, Mr. Jordan, Mr. Hodge,
Mrs. Johnson, Ms. Sharp, Mr. Estes**

- 11. Christiana Elementary School requesting to attend Rocky Fork Elementary Exemption #646**

Motion made by Mrs. Moore, seconded by Mr. Young, to deny the request.

ROLL CALL VOTE: YES – Ms. Sharp, Mrs. Johnson, Mr. Young, Mrs. Moore, Mr. Jordan, Mr. Hodge, Mr. Estes

- 12. Rockvale High School requesting to remain at Riverdale High School Exemption #646**

Motion made by Mrs. Johnson, seconded by Mr. Hodge, to deny the request.

ROLL CALL VOTE: YES – Mr. Young, Mr. Hodge, Mr. Jordan, Mrs. Johnson, Mr. Estes

NO - Mrs. Moore, Ms. Sharp

- 13. Oakland High School requesting to remain at Siegel High School Exemption #729**

Motion made by Mr. Young, seconded by Mrs. Moore, to deny the request.

ROLL CALL VOTE: YES – Mr. Hodge, Mr. Jordan, Mrs. Moore, Mr. Young, Mrs. Johnson, Ms. Sharp, Mr. Estes

- 14. Rockvale High School requesting to remain at Riverdale High School Exemption #877**

Motion made by Ms. Sharp, seconded by Ms. Sharp, to approve the request.

ROLL CALL VOTE: YES – Mrs. Moore, Ms. Sharp, Mrs. Johnson, Mr. Hodge, Mr. Jordan, Mr. Young, Mr. Estes

- 15. Oakland High School to remain at Siegel High School – Exemption #918**
The parent pulled request.

There being no further business, the meeting adjourned at approximately 8:25 P.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

June 20, 2019

CONSENT AGENDA

Barfield Elementary	Child Evangelism Fellowship, Good News Club afterschool Bible-club, 9/3/19-4/10/20 Tuesdays 2:30-4pm; Library, \$15/day
Blackman High	Kohl's Kicking Camp, kicking/punting training camp, 6/24/19 8-4:30pm, 1 classroom & football field, \$815
Cedar Grove Elementary	Grace Church, church activities, 7/1/19-7/1/20 Sundays 8am-12pm, gym & occasionally the cafeteria, \$290/wk or \$362/wk if cafeteria is used
Christiana Elementary	Cub Scouts Pack 341, Pinewood Derby, 2/8/20 11am-4pm, cafeteria, \$90
Christiana Elementary	Cub Scouts Pack 341, Blue & Gold Banquet, 3/7/20 11am-4pm, cafeteria, \$90
Christiana Elementary	Cub Scouts Pack 341, pack meetings, 8/8/19-5/14/20 6:30-7:45pm, cafeteria, \$18/hr
Riverdale High	Velocity '04 Softball, practices, 6/20/19-6/20/20 Sundays/Bi-Weekly depending on travel schedule, softball field, \$18/hr
Rockvale Elementary	Fine Arts Matter, Soundtek Studio (2 nd & up) after school music technology program, 9/6/19-12/6/19 Fridays 2:45-3:45pm, room TBD, \$180
Rockvale Elementary	Fine Arts Matter, Let's Dance(K-3rd) after school dance program, 8/29/19-12/12/19 Thursdays 2:45-3:45pm, hallway outside Library, \$180
Rockvale Elementary	Fine Arts Matter, Guitar Club(2 nd & up) & KidzKeys after school music program, 9/9/19-12/2/19 Mondays 2:45-3:35pm, Teacher Work Room & Computer Lab, \$360
Siegel High	Siegel Rugby, fitness & training, 6/20/19-8/30/19 Tu/Th mornings, rugby field, \$18/hr

Note: Facility use for 6/20/19 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.**

Item No.	Items and Specifications	American Paper & Twine						Palmer Wholesale					
		Unit of Measure	Estimated Usage	Size/ Count per Case	Unit Price	Case Price	Extended Price	Unit of Measure	Estimated Usage	Size/ Count per Case	Unit Price	Case Price	Extended Price
	Bags (Paper/Poly) & Canliners & Wraps												
1	Bags, Brown Paper 8 lbs.	each	220	500	\$ 0.02354	\$ 11.77	\$ 2,589.40	each	220	500	\$0.02	\$11.34	\$249.48
2	Bags, Deli 8.5" x 8" Pouch (Fliptop)	each	85	2000	\$ 0.00749	\$ 14.97	\$ 1,272.45	each	85	2000	< .01	\$14.55	\$1,236.75
3	Bags, Cheeseburger Saddlebags 6.5" x 7"	each	40	2000	\$ 0.00432	\$ 8.63	\$ 345.20	each	40	2000	< .01	\$10.70	\$428.00
4	Bags, Chicken Saddlebags 6.5" x 7"	each	40	2000	\$ 0.00458	\$ 9.16	\$ 366.40	each	40	2000	< .01	\$10.70	\$428.00
5	Bags, Clear Saddlebags 8.5" x 6"	each	200	2000	\$ 0.00762	\$ 15.24	\$ 3,048.00	each	200	2000	< .01	\$10.70	\$2,140.00
6	Bags, Sandwich Saddlebags 7.5" x 7"	each	70	2000	\$ 0.00541	\$ 10.82	\$ 757.40	each	70	2000	< .01	\$10.70	\$749.00
7	Bags, Cookie Bags 5.37" x 5.5"	each	220	2000	\$ 0.00415	\$ 8.30	\$ 1,826.00	each	220	2000	< .01	\$10.70	\$2,354.00
8	Bags, Hamburger Saddlebags 8.5" x 7"	each	15	2000	\$ 0.00491	\$ 9.82	\$ 147.30	each	15	2000	< .01	\$11.40	\$171.00
9	French Fry Bags, Large 5.5" x 1" x 8"	each	110	2000	\$ 0.02061	\$ 41.22	\$ 4,534.20	each	110	1000	\$0.02	\$19.51	\$2,146.10
10	COVER, BUN RACK (52X80)RP5280	each	45	50	\$ 0.28280	\$ 14.14	\$ 636.30	each	45	50	\$0.29	\$14.50	\$652.50
11	COVER, BUNN TRAY CLEAR #FB-37 RM	each	140	200	\$ 0.07785	\$ 15.57	\$ 2,179.80	each	140	200	\$0.07	\$14.94	\$2,091.60
12	CT BAG, PLASTIC ZIP(QUART)(8X10)A29	each	100	200	\$ 0.06330	\$ 12.66	\$ 1,266.00	each	100	1000	\$0.03	\$26.35	\$2,635.00
13	CT FOIL, SHEETS POPUP - 9X10.75	each	15	3000	\$ 0.01397	\$ 41.91	\$ 628.65	each	15	3000	\$0.01	\$42.11	\$631.65
14	FOIL, ALUM 18"X500' HVY	each	105	Roll		\$ 17.00	\$ 1,785.00	each	105	BOX	20.25	\$20.25	\$2,126.25
15	FILM WRAP, PVC 12"X2000'(48)	each	75	Roll		\$ 8.12	\$ 609.00	each	75	EACH	9.10	\$9.10	\$682.50
16	FILM WRAP, PVC 18"X2000'(48)	each	65	Roll		\$ 11.32	\$ 735.80	each	65	EACH	12.50	\$12.50	\$812.50
17	FILM WRAP, PVC 24"X2000'(48)	each	125	Roll		\$ 15.79	\$ 1,973.75	each	125	EACH	16.90	\$16.90	\$2,112.50
18	RACK FOR SADDLEBAGS	each	15	Each		\$ 4.58	\$ 68.70	each	15	EACH	13.50	\$13.50	\$202.50
19	CANLINER, 33X39(DEGRADABLE)GREEN(1.5ML	each	100	100	\$ 0.76860	\$ 76.86	\$ 7,686.00	each	100	100	0.24	\$23.57	\$2,357.00
20	CANLINER, 38X58(DEGRADABLE)GREEN 1.50	each	2250	100	\$ 1.02750	\$ 102.75	\$ 231,187.50	each	2250	100	0.03	\$32.57	\$73,282.50
21	CANLINER 60GL BL X-HVY 1.5	each	140	100	\$ 0.21560	\$ 21.56	\$ 3,018.40	each	140	100	0.02	\$24.62	\$3,446.80
22	CANLINER 33GAL 33X39 BL 1.5 MIL	each	15	100	\$ 0.12610	\$ 12.61	\$ 189.15	each	15	100	0.02	\$17.10	\$256.50
	Thermometers												
23	THERMOMETER, POCKET 0 220DEG (1DOZ)	each	60	Each	\$ 3.15000	\$ 3.15	\$ 189.00	each	60	EACH	\$12.60	\$12.60	\$756.00
24	THERMOMETER-DIGITAL -58/+302 PKT)6C	each	125	Each	\$ 9.33000	\$ 9.33	\$ 1,166.25	each	125	EACH	\$7.58	\$7.58	\$947.50
25	THERMOMETER, REF/FRZ :30/+70	each	40	Each	\$ 2.46000	\$ 2.46	\$ 98.40	each	40	EACH	\$4.06	\$4.06	\$162.40
	Tray & Containers												
26	Bowls, Barrel, Soup 12 oz	each	100	500	\$ 0.18540	\$ 92.70	\$ 9,270.00	each	100	500	\$0.06	\$28.77	\$2,877.00
27	Lids, Barrel Soup Bowl 12 oz	each	5	500	\$ 0.18280	\$ 91.40	\$ 457.00	each	5	500	\$0.05	\$23.50	\$117.50
28	Carry-Out Tray Clear-Hinged Med (1-Comp)	each	100	250	\$ 0.29460	\$ 73.65	\$ 7,365.00	each	100	160	\$0.31	\$49.08	\$4,908.00
29	Carry-Out Tray Clear- Hinged (6x6)	each	90	500	\$ 0.15810	\$ 79.05	\$ 7,114.50	each	90	200	\$0.21	\$42.86	\$3,857.40
30	Cartons, French Fry (JR) #8170	each	220				\$ -	each	220	1000	\$0.04	\$36.70	\$8,074.00
31	Containers, 12 oz Cup, Insert, Lid Combo	each	300	500	\$ 0.14482	\$ 72.41	\$ 21,723.00	each	300	1000	\$0.07	\$68.24	\$20,472.00
32	Cups, Souffle 4 oz HOT FOOD	each	550	1500	\$ 0.04017	\$ 60.26	\$ 33,143.00	each	550	1500	\$0.04	\$63.15	\$34,732.50
33	Lids, Souffle 4 oz HOT FOOD	each	320				\$ -	each	320	2500	\$0.02	\$42.50	\$13,600.00
34	Containers, Paper 8 oz HOT FOOD	each	215	1000	\$ 0.06586	\$ 65.86	\$ 14,159.90	each	215	1000	\$0.06	\$64.02	\$13,764.30
35	Lids, Container 8 oz HOT FOOD	each	15	500	\$ 0.05894	\$ 29.47	\$ 442.05	each	15	1000	\$0.03	\$28.74	\$431.10
36	Containers, Paper, 12 oz HOT FOOD	each	100	500	\$ 0.09488	\$ 47.44	\$ 4,744.00	each	100	500	\$0.09	\$46.03	\$4,603.00
37	Lids, 12 & 16 oz HOT FOOD Container	each	20	500	\$ 0.04866	\$ 24.33	\$ 486.60	each	20	500	\$0.05	\$23.75	\$475.00
38	Cups, Clear 7 oz	each	350	2000	\$ 0.04261	\$ 85.21	\$ 29,823.50	each	350	1000	\$0.05	\$53.88	\$18,858.00
39	Lids, 7 oz Cold	each	50	2000	\$ 0.03366	\$ 67.31	\$ 3,365.50	each	50	2500	\$0.02	\$42.50	\$2,125.00
40	Cups, Clear 12 oz Cold	each	130	1000	\$ 0.06074	\$ 60.74	\$ 7,896.20	each	130	1000	\$0.06	\$63.00	\$8,190.00
41	Lids, 12 oz Cold with Straw Slot	each	30	1000	\$ 0.03307	\$ 33.07	\$ 992.10	each	30	1000	\$0.04	\$35.42	\$1,062.60
42	Cups, Clear 16 oz	each	150	1000	\$ 0.06612	\$ 66.12	\$ 9,918.00	each	150	1000	\$0.08	\$79.74	\$11,961.00
43	Lids, 16 oz Cold	each	75	1000	\$ 0.03307	\$ 33.07	\$ 2,480.25	each	75	1000	\$0.04	\$35.42	\$2,656.50
44	Insert, 4 oz for 16 oz Cup	each	25	1000	\$ 0.01864	\$ 18.64	\$ 466.00	each	25	1000	\$0.04	\$35.74	\$893.50
45	Cups, Souffle 2oz	each	200	1000	\$ 0.02796	\$ 27.96	\$ 5,592.00	each	200	2000	\$0.02	\$34.30	\$6,860.00
46	Lids, Souffle 2 oz	each	200	1000	\$ 0.02525	\$ 25.25	\$ 5,050.00	each	200	2000	\$0.02	\$35.84	\$7,168.00
47	Cups, Souffle 4 oz	each	200	2000	\$ 0.02375	\$ 47.49	\$ 9,498.00	each	200	2000	\$0.03	\$52.35	\$10,470.00
48	Lids, Souffle 4 oz	each	150	2000	\$ 0.01894	\$ 37.88	\$ 5,682.00	each	150	2000	\$0.02	\$47.29	\$7,093.50
49	CUP, SOUFFLE (5Z)	each	300	2500	\$ 0.01592	\$ 39.79	\$ 11,937.00		300	2000	\$0.04	\$76.75	\$23,025.00

Rutherford County Board of Education Bid #3420 - Non Food (Paper)

Item No.	Items and Specifications	American Paper & Twine						Palmer Wholesale					
		Unit of Measure	Estimated Usage	Size/ Count per Case	Unit Price	Case Price	Extended Price	Unit of Measure	Estimated Usage	Size/ Count per Case	Unit Price	Case Price	Extended Price
50	LID, SOUFFLE (5Z)	each	150	2500	\$ 0.00985	\$ 24.62	\$ 3,693.00		150	1000	\$0.03	\$34.63	\$5,194.50
51	Lids, Dome No Hole (Fruit/Veggie)	each	35	1000	\$ 0.03307	\$ 33.07	\$ 1,157.45	each	35	1000	\$0.05	\$46.65	\$1,632.75
52	CONTAINER, BLACK PP 4.5Z 4"	each	400	2500	\$ 0.01351	\$ 33.78	\$ 13,512.00	each	400	750	\$0.05	\$40.57	\$16,228.00
53	Foil Steam Pan - Full (Deep) 4"	each	120	50	\$ 0.64920	\$ 32.46	\$ 3,895.20	each	120	50	\$0.65	\$32.47	\$3,896.40
54	Pan Liner, OVENABLE , Full 34" x 16" x 6"	each	225			\$ 25.00	\$ 5,625.00	each	225	100	\$0.26	\$25.50	\$5,737.50
55	Pan Liner, OVENABLE , Half Size 24" x 12" x 6"	each	110			\$ 23.88	\$ 2,626.80	each	110	100	\$0.18	\$17.50	\$1,925.00
56	Trays, 5 Compartment Trays	each	5000	500	\$ 0.07756	\$ 38.78	\$ 193,900.00	each	5000	500	\$0.07	\$36.81	\$184,050.00
57	Trays, 4 oz. Food Trays #25 (Kantleek-1/4)	each	215	1000	\$ 0.01429	\$ 14.29	\$ 3,072.35	each	215	1000	\$0.01	\$13.86	\$2,979.90
58	Trays, 6 oz. Food Trays #40	each	225	1000	\$ 0.01540	\$ 15.40	\$ 3,465.00	each	225	1000	\$0.02	\$15.16	\$3,411.00
59	Trays, Food - Kantleek 3 lb.	each	1100	500	\$ 0.03504	\$ 17.52	\$ 19,272.00	each	1100	1000	\$0.02	\$16.75	\$18,425.00
	Tableware (Plate, Cup, Bowl, Forks etc.)												
60	Plate, 9" 1 compartment	each	75	500	\$ 0.07030	\$ 35.15	\$ 2,636.25	each	75	500	\$0.07	\$37.72	\$2,829.00
61	Plate, 6" White Fiber	each	75	1000	\$ 0.03172	\$ 31.72	\$ 2,379.00	each	75	1000	\$0.03	\$33.25	\$2,493.75
62	Straw, Jumbo 7.75" Red (Wrapped)	each	350	7200	\$ 0.00730	\$ 52.58	\$ 18,403.00	each	350	500	\$1.75	\$1.75	\$612.50
63	Fork, Wrapped Medium	each	2200	1000	\$ 0.02639	\$ 26.39	\$ 58,058.00	each	2200	1000	\$0.03	\$27.25	\$59,950.00
64	Spoon, Wrapped	each	1200	1000	\$ 0.02639	\$ 26.39	\$ 31,668.00	each	1200	1000	\$0.03	\$27.25	\$32,700.00
65	Napkin Dispenser Xpress Counter	each	10	Each	\$ 12.60000	\$ 12.60	\$ 126.00	each	10	EACH	\$12.95	\$12.95	\$129.50
66	Napkins, Xpressnap 8.5" x 13" Natural	each	770	6000	\$ 0.00639	\$ 38.36	\$ 29,537.20	each	770	6000	< .01	\$29.55	\$22,753.50
	Labels												
67	Daglo Label, Chicken	each	30	750	\$ 0.00596	\$ 4.47	\$ 134.10	each	30	1000	< .01	\$3.50	\$105.00
68	Daglo Label, Cheeseburger	each	30	750	\$ 0.00596	\$ 4.47	\$ 134.10	each	30	1000	< .01	\$3.50	\$105.00
69	Daglo Label, Turkey	each	5	750	\$ 0.00596	\$ 4.47	\$ 22.35	each	5	1000	< .01	\$3.50	\$17.50
70	Daglo Label, BLANK	each	100	750	\$ 0.00596	\$ 4.47	\$ 447.00	each	100	1000	< .01	\$3.50	\$350.00
71	Daglo Label, Ham	each	5	750	\$ 0.00596	\$ 4.47	\$ 22.35	each	5	1000	< .01	\$3.50	\$17.50

Mailed to 25 vendors

22 vendors did not respond

Recommend: Motion to award to American Paper & Twine and Palmer Wholesale as highlighted for overall lowest and best bid.

To be funded through School Nutrition Department.

Bid #3421
Sodding, Sprigging, and Seeding

Item #	Description	Mid-Tenn Turf
Materials and Installed:		
1	Blended Turf Fescue - per sq. ft.	
2	419 or Quicksand - per sq. ft.	
3	Empire or Meyer Zoysia - per sq. ft.	
Furnish Materials Only:		
4	Blended Turf Fescue - per sq. ft.	\$ 0.40
5	419 - per sq. ft.	\$ 0.40
6	Empire or Meyer Zoysia - per sq. ft.	
Grass Seeding and Sprigging:		
7	Grass Seeding - per 1000 sq. ft.	
8	*Sprigging - per acre	
9	Hydroseeding- per acre	

Mailed 22 vendors
21 vendors did not respond

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

To be funded through Maintenance Department and Building Program

Bid #3422 - Security Camera DVR

Item #	Part #	Description	B & H Photo	CDW-G	Silicon Mountain Memory
1	D407P-DE4BK	iStarUSA 4U Compact Rackmount Chassis, Black	\$222.00	\$217.00	
2	D406-DE8BK	iStarUSA 4U Compact Rackmount Chassis, Black	\$260.00	\$266.00	
3	BX80684I78700K	Intel Core i7 8700K Processor	\$374.99	\$381.00	
4	CT10998164	Crucial DDR4 PC4-19200 8GB Memory Kit	\$48.95	\$55.00	\$35.74
5	CP-9020015-NA	Corsair CX750 Power Supply	\$137.00	\$90.00	
6	PEXSAT34RH	StarTech SATA Controller Card	\$80.00	\$61.50	
7	Z370-A	ASUS Z370-A ATX Motherboard	\$154.00	\$192.00	
8	MZ-V6E250BW	Samsung 960 Evo SSD, 250GB, M.2	\$87.99	\$87.13	
9	FQC-08930	License	\$135.07	\$133.00	
			\$1,500.00	\$1,482.63	

Mailed to 99 vendors

96 vendors did not respond

Recommend: Motion to award to CDW-G for overall lowest best bid as shown.

To be funded through Technology Dept., Building Program, Individual Schools, or GPS.

Bid #3423 - Lexmark Printers

Number	Number	Description	*CDW-G	General Data	Getronics	Hi Touch Business Services
1	36S0200-2361898	MS421dn	\$ 275.00	\$ 393.00	\$ 319.00	\$ 279.00
2	36S0300-2361945	MS521dn	\$ 275.00	\$ 680.00	\$ 397.00	\$ 386.00
3	50G0100-2363264	MS821dn	\$ 500.00	\$ 1,139.00	\$ 844.00	\$ 821.00
4	36S0620-2362650	MX321adn	\$ 200.00	\$ 278.00	\$ 362.00	\$ 351.00
5	25B0001	MX722adhe	\$ 1,500.00	\$ 3,871.00	\$ 2,811.00	\$ 2,796.00
6	25B0610+50G0849	MX826ade+Hole Punch Finisher	\$ 2,000.00	\$ 6,126.00	\$ 4,324.00	\$ 4,193.00
7	36S2910	250-Sheet Tray	\$ 70.00	\$ 223.00	\$ 69.00	\$ 64.43
8	50G0802	550-Sheet Tray	\$ 60.00	\$ 361.00	\$ 239.00	\$ 232.00
9	50G0802	550-Sheet Tray	\$ 170.00	\$ 361.00	\$ 229.00	\$ 232.00
10	36S2910	250-Sheet Tray		\$ 223.00	\$ 129.00	\$ 64.43
11	2361899	1 Year OnSite Repair - MS421	\$ 70.00	\$ 57.00	\$ 41.00	\$ 31.50
12	2361946	1 Year OnSite Repair - MS521	\$ 70.00	\$ 150.00	\$ 106.00	\$ 55.30
13	2363265	1-Year Onsite Repair NBD - MS821	\$ 110.00	\$ 192.00	\$ 90.00	\$ 68.40
14	2362071	1 Year OnSite Repair - MX321	\$ 60.00	\$ 47.00	\$ 50.00	\$ 38.00
15	2363694	1 Year OnSite Repair NBD - MX722	\$ 325.00	\$ 533.00	\$ 376.00	\$ 283.40
16	2363846	1 Year OnSite Repair NBD - MX826	\$ 325.00	\$ 533.00	\$ 376.00	\$ 283.40
17	42C0030-2363918	CS421dn	\$ 200.00	\$ 508.00	\$ 385.00	\$ 377.00
18	40C9000	CS725de	\$ 550.00	\$ 1,573.00	\$ 850.00	\$ 836.31
19	32C0001+32C0050	CS923de+extra tray	\$ 3,200.00	\$ 5,782.00	\$ 3,922.00	\$ 3,841.00
20	42K0041	CX825dte	\$ 2,200.00	\$ 5,379.00	\$ 3,690.00	\$ 3,534.00
21	42C0030-2363918	CS421dn	\$ 200.00	\$ 508.00	\$ 385.00	\$ 377.00

Bid #3423 - Lexmark Printers

22	42C7650	650-sheet Duo Tray	\$ 70.00	\$ 303.00	\$ 169.00	\$ 162.00
23	40C2100	550-Sheet Tray	\$ 165.00	\$ 425.00	\$ 255.00	\$ 283.33
24	40C2300	Adjustable Caster Base		\$ 421.00	\$ 255.00	N/A
25	42K1597	CX825, CX860 Multi-position Staple Punch Finisher (LV Tall)	\$ 215.00	\$ 1,697.00	\$ 1,111.00	\$ 1,076.41
26	2363919	1-Year Onsite Repair NBD - CS421	\$ 40.00	\$ 69.00	\$ 49.00	\$ 37.40
27	2360121	1 Year OnSite Repair - CS725	\$ 140.00	\$ 463.00	\$ 180.00	\$ 128.00
28	2361577	1-Year Onsite Repair - CS923	\$ 330.00	\$ 675.00	\$ 491.00	\$ 505.00
29	2359998	1 Year OnSite Repair - CX825	\$ 660.00	\$ 853.00	\$ 581.00	\$ 540.00

Mailed to 99 vendors

*Not as specified

95 vendors did not respond

Recommend: Motion to award to Hi Touch Business Services for overall lowest and best bid as shown.

To be funded through Technology Dept., Building Program, Individual Schools, or GPS.

Transportation

Pursuant to Section 16.1 of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 6/11/2019 from Teresa Graham, contractor of bus #261, requesting voluntary termination of her contract with the Board. The transportation dept. is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Teresa Graham, bus #261, effective as soon as possible.

Pursuant to Section 16.1 of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 5/29/2019 from Sandra Davis, contractor of bus #171, requesting voluntary termination of her contract with the Board. The transportation dept. is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Sandra Davis, bus #171, effective as soon as possible.

Pursuant to Section 16.1 of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 5/31/2019 from Ron Campbell, contractor of bus #108, requesting voluntary termination of his contract with the Board. The transportation dept. is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Ron Campbell, bus #108, effective as soon as possible.

Pursuant to Section 16.1 of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 5/30/2019 from James Mitchell, contractor of bus #118, requesting voluntary termination of his contract with the Board. The transportation dept. is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from James Mitchell, bus #118, effective as soon as possible.

Pursuant to Section 8 part (b) of the Rutherford County Board of Education Bus Contract, the transportation dept. has received a letter dated 5/30/2019 from Landon Lee, son of contractor Cecil Lee of buses #30, #96, #97, #100 requesting transfer of his contracts with the Board. The transportation dept. is prepared to award these contracts to Landon Lee as requested.

Recommend Approval – Motion to approve transfer of the Bus Contracts #30, #96, #97, #100 from Cecil Lee to Landon Lee effective immediately.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Behavior Interventionist

Term of Employment: 200 Days

Reports to: School Principal and Central Office Instructional Coordinators

POSITION DESCRIPTION:

- Under the direction of the school principal and appropriate instructional coordinator, implement and support the RTI-B/PLC initiative at the school level in accordance with local, state, and federal guidelines.
 - Will work as a teacher for behavior interventions, monitor students through the intervention tiers, and provide Tier III behavior support for students.
 - Foster and develop positive self-concepts in children through daily success-oriented learning experiences.
 - Collaborate with classroom teachers in planning and implementing and individualized program for Tier II and Tier III students.
 - Communicate with parents to offer support and provide resources for optimum student achievement.
-

ESSENTIAL DUTIES:

- Coordinate with administration, RTI coaches, and teachers to help create a positive culture for students and staff.
- Assist with conducting functional behavior assessments, writing behavior intervention plans, and monitoring universal screening data.
- Facilitate and schedule all RTI-B team meetings and interpret behavior data to assess the needs of students identified as Tier II or Tier III.
- Maintain records of assessments to document results of interventions and rate of improvement (ROI) with.
- Conduct and participate in professional development opportunities for behavior intervention on the school level and the district level
- Actively participate in PLC meetings and behavior intervention meetings

- Provide information to parents that would enable them to help their child succeed.
- Assist intervention teams in identifying students for Tier II or Tier III and provide small group settings to support students
- Maintain accurate attendance records, daily plans, and intervention plans.
- Actively support the district motto: “To empower today’s students to grasp tomorrow’s opportunities.”
- Constantly exhibit a spirit of cooperation and willingness to be of service to others; students, parents/citizens, school personnel, etc.
- Perform other duties as assigned by the school principal and instructional coordinators

ADDITIONAL ESSENTIAL DUTIES FOR TITLE I SCHOOL-WIDE POSITIONS:

- Work with parents individually and in workshops as needed using flexibility according to Title I regulations
- Collaborate with the leadership team to integrate the required 10 components of a Title I School wide school into the schools TSIP plan
- If the school does not have a Title I funded coach, maintain records and budgets as required by Title I.

QUALIFICATIONS:

- Minimum of 5 years successful teaching experience
- Hold a valid certified Tennessee License
- Competence with intensive behavior intervention
- Deep content knowledge in assigned subject and capable of implementing Common Core State Standards
- Proficient in data interpretation

EVALUATION:

- Building level administrators and appropriate instructional coordinator(s)
- RTI² Initiative monitored by school administration and Central Office instructional staff

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Behavior Support Specialist

Term of Employment: 260 days

Immediate Supervisor: Assistant Superintendent of Curriculum and Instruction

POSITION DESCRIPTION:

The Behavior Support Specialist will supervise the development and implementation of sound educational programs for general education students as well as all other applicable Federal, State, and Local regulations, policies, and procedures. They will ensure and provide administrative direction and support through consultative and direct services to principals, school counselors, teachers, at-risk students in the general education population and their families regarding, but not limited to, students' 504 plans and behavior needs.

ESSENTIAL FUNCTIONS:

- Directly supervise and review the evaluation of RTI-B work completed across the school system.
- Possess an understanding of and ability to interpret student, school, and system student behavior data.
- Provide guidance regarding best practices for schoolwide behavior plans and individual student behavioral needs at the Tier I, Tier II, and Tier III behavioral levels.
- Coordinate staff development pertinent to methods and materials appropriate to behavioral supports.
- Conduct needs assessment surveys to determine school behavior needs for individual schools and the school district.
- Evaluate existing programs and recommend changes and/or additions to behavioral programs to school and appropriate school district personnel.
- Develop and coordinate procedures for behavior referrals, conducting functional behavior assessments, behavioral data collection and data-based decision making for general education students.
- Supervise and coordinate all general education related services programs system-wide.

- Ensure the fidelity of program implementation and collaborate with the coordinator of Special Education to ensure federal and state procedures are implemented for special education eligibility when appropriate.
- Stay informed of trends, developments, and regulations for 504 and student behavior at the state and federal level.
- Assist in the development of intervention plans for at-risk students in the general education population.
- Serve as a liaison to a broad range of community agencies and practitioners and work with them in providing comprehensive services to general education students and their families.
- Interprets criteria for community resources utilization for school personnel.
- Assist with mental health crises within the school system.
- Assist in integrating students enrolled in the alternative schools.
- Monitor transition placement when students return to their home school.
- Regularly evaluate the effectiveness of the at-risk program components and recommend change if necessary.
- Coordinate procedures for appropriate paperwork, reports and itineraries as well as accurate and confidential student records
- Assist in the budget preparation for at-risk services as needed.
- Attend staff, professional, and interagency meetings.
- Conduct appropriate research and keep abreast of new developments in the field.
- Consult with Curriculum and Instruction staff, ESL staff, and Special Education staff, and other district departments to coordinate with these programs.
- Attend meetings of the Board of Education when called upon by the Assistant Superintendent of Curriculum and Instruction or Director of Schools.
- Perform other tasks and assume other responsibilities as assigned by the Assistant Superintendent of Curriculum and Instruction.

QUALIFICATIONS:

- Hold a current Board Certified Behavior Analyst certification or have a minimum of five successful years of teaching experience with preference given to applicants with administrative experience.
- Have leadership and management experience.
- Must meet all health, physical and background-check requirements.
- Strong problem solving skills.
- Variable experience to perform duties.
- Able to organize multiple priorities and work on a flexible schedule.
- Able to take direction, work collaboratively or independently.
- Have and demonstrate leadership abilities.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Assistant Principal (funding provided by ATSI Grant)

Terms of Employment: Two hundred twenty days per year. Holds a valid Tennessee license with an endorsement for Administrator/Supervisor at the appropriate level and a minimum of 3 years of successful teaching.

Immediate Supervisor: Principal and Assistant Superintendent of Curriculum and Instruction

ESSENTIAL DUTIES:

- Assist in the general administration of the school and serve as principal when the principal is out. Operate the school in accordance to established policy.
- Carry out responsibilities assigned by the school principal and the Superintendent of Curriculum and Instruction. These responsibilities may include:
 1. Implement and support a school-wide instructional plan for improved academic practices across all content areas
 2. Manage the data analysis process during PLC meetings with a strategic focus on specific subgroups
 3. Collaborate with RTI coaches to support and monitor the instructional plan
 4. Observe and evaluate teachers using the TEAM rubric
 5. Collaborate with RTI coaches to strengthen family engagement activities
 6. Implement and support professional development for educators for improved instructional practices
 7. Develop a mentorship program to support new teachers
 8. Collaborate with administrative team to implement and monitor instructional practices across the curriculum
 9. Collaborate with Assistant Superintendent of Curriculum and Instruction and Middle Level Coordinator to analyze and develop a master schedule which is devised to improve student learning
 10. Support a culture for academic learning throughout the building
 11. Assist in preparation of student and class schedules.
 12. Assist in enforcing the school code of conduct
 13. Assist in testing programs.
- Assist with school attendance and the enforcement of the compulsory attendance law.
- Counsel and advise teachers in solution of problems.
- Delegate responsibilities to counselors and teachers.

-
- Assist in keeping parents informed about the school programs.
 - Organize and administer a well-balanced program of student activities within the school.
 - Collaborate with the Assistant Superintendent of Curriculum and Instruction and the appropriate instructional coordinator to improve instructional practices for student learning
 - Assist in compiling annual budget requests and completing required reports associated with the ATSI grant.

ESSENTIAL DUTIES: (Cont.)

- Assign reasonable consequences for disorder or violation of rules and report all information necessary for suspension or expulsion proceedings.
- Participate in IEP-Teams, 504 staffing and Disciplinary Hearings as a representative of the administrative team as assigned.
- Assist in communicating to the staff and students, information from the Central Office pertaining to them.
- Perform additional duties/tasks and assume additional responsibilities as needed or assigned by the Principal or Director of Schools, and Assistant Superintendent of Curriculum and Instruction.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title:	Human Resource Recruiter/Background Processor
Term of Employment:	12 Months, Full-time
Immediate Supervisor:	Assistant Superintendent of Human Resources and Student Services

POSITION DESCRIPTION:

Under the direct supervision of the Assistant Superintendent of Human Resources and Student Services, this classified position will oversee and process the Recruitment/Job Fairs and Background Checks. This position will communicate policies, procedures, and requirements to the public, and will provide direct support to the department.

ESSENTIAL FUNCTIONS:

- Act as the Recruiter, of Certified and Classified employees through job fairs (in and out of state)
 - Maintain accurate background check results apart from personnel files
 - Contact and schedule fingerprint appointments with Certified and Classified applicants, non-faculty coaches, interns, dual enrollment instructors, private duty nurses and bus drivers through TBI/IdentoGo website. Manage current employees' 5 year fingerprinting mandate.
 - Maintain and scan all electronic fingerprinting results.
 - Provide support to public, current employees and prospective applicants with:
 - Resetting passwords in Searchsoft applicant system
 - Locating online forms
 - Completing loan forgiveness applications
 - Verify and approve student discount applications
 - Online address change requests
 - Serve as a district complaint investigator liaison to the HR department and to the staff attorney.
 - All other duties as assigned to ensure a proper operation of Human Resources Department.
-

QUALIFICATIONS:

- Human Resources experience preferred.
- Completion of a two-year college degree program (Associate Degree) is desired.
- Possess strong interpersonal skills – ability to work effectively with a wide range of people including applicants, administrators, teachers support staff, and other community members.
- Able to organize multiple priorities.
- Able to work effectively under pressure and handle multiple tasks efficiently.
- Able to take direction, work on a team or independently.
- Must meet all health, physical and background check requirements.
- Demonstrate professionalism and confidentiality.
- Strong written and verbal skills

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title: Transportation Router

Terms of Employment: Twelve-month, hourly classified pay level 4

Immediate Supervisor: Director of Transportation

POSITION DESCRIPTION:

Establish and adjust bus routes by working with a computerized routing and scheduling program. Job duties and responsibilities require effective oral and written communication skills, clerical, administrative, and organizational skills.

DUTIES AND RESPONSIBILITIES:

- Manages computerized routing and scheduling for transportation needs.
- Coordinates transportation optimization of bus stops, runs and routes
- Evaluates and makes decisions on special requests (stop locations, number of students being transported, space available request)
- Responds to parent and public complaints and concerns related to student transportation, routes and scheduling.
- Advise buildings/schools of bus and or route changes, delays and emergencies.
- Analyzes and evaluates transportation safety issues) as it relates to bus route changes.
- Assist in long-term planning and forecasting of routing and scheduling to accommodate new schools and educational programs.
- Requires frequent interaction with Information Systems staff, Edulog support staff, District Administrators, principals and school staff.
- Attends appropriate meetings relative to transportation.
- Provide accurate verbal and written communication through two-way radios, school messaging system and telephone.
- Responds to drivers request for emergency assistance in a calm and intelligent manner, contacts authorities, initiates emergency procedures.
- Provide guidance and direction to bus drivers on operation policies and procedures.
- Assist drivers needing coverage due to breakdowns and illnesses.
- Dispatch drivers daily and assist schools and parents with concerns.

- Maintain professional and technical knowledge by attending conferences and training programs.
- Practice ethical and professional standards of conduct, including the requirements of confidentiality regarding student and personnel information.
- Assist the Director of Transportation in the efficient operations of the transportation office. This includes all secretarial and administrative functions as directed.

Minimum Qualifications: High School diploma is required. Completion of a two-year college degree program (Associate Degree) is desired.

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title: Compliance Coordinator - Transportation

Terms of Employment: Twelve-month, hourly classified, pay level 4

Immediate Supervisor: Director of Transportation

POSITION DESCRIPTION:

To ensure and monitor compliance with all Federal, State, and Local laws regarding school bus transportation. Job duties and responsibilities require effective oral and written communication skills, clerical, administrative, and organizational skills.

DUTIES AND RESPONSIVILITIES:

- Ensure all required training for entry level drivers is in compliance with all Federal, state, and Local laws.
- Keeps abreast of all governing laws which impact student transportation.
- Verifies and monitors school bus driver credentials and training criteria.
- Responds to parent and public complaints and concerns related to student transportation.
- Maintains confidentiality.
- Ensures complaints received and follows State, Local, and federal laws for each one.
- Assist in long-term planning within the department
- Requires frequent interaction with contractors, school administrators, and staff of all levels.
- Attends appropriate meetings relative to transportation.
- Provide accurate verbal and written communication through two-way radios, school messaging system, email, and telephone.
- Responds to drivers request for emergency assistance in a calm and intelligent manner, contacts authorities, initiates emergency procedures.
- Provide guidance and direction to bus drivers on operation policies and procedures.
- Dispatch drivers if needed and assist schools and parents with concerns.
- Maintain professional and technical knowledge by attending conferences and training programs.

- Practice ethical and professional standards of conduct, including the requirements of confidentiality regarding student and personnel information.
- Assist the Transportation Director in the efficient operations of the transportation office. This includes all secretarial and administrative functions as directed.

Minimum Qualifications: High School diploma is required. Completion of a two-year college degree program (Associate Degree) is desired.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Certified Athletic Trainer

Term of Employment: 10 Month Term

Immediate Supervisor: Coordinator of Athletic Training

POSITION DESCRIPTION:

Provide Athletic Training Services to student athletes under the direction of the team physician or by written referral from a physician, and in accordance with state athletic training practice act. Position is a 10-month appointment for 800 hours of athletic training.

ESSENTIAL DUTIES:

- Provide Athletic Training Services to RCS athletes as scheduled
 - Act as liaison between health care providers, the school district, athletes and their parents
 - Maintain accurate records of injuries and treatments of sports injuries, i.e dragonflymax.com
 - Develop and maintain a budget for the athletic training program
 - Assist the RCS Athletic Training Coordinator as requested
 - Other duties as assigned by the RCS Athletic Training Coordinator
 -
-

QUALIFICATIONS:

- BOC Certified Athletic Trainer
 - Possess Tennessee Board of Athletic Training Licensure
 - CPR/First Aid/AED Certification
 - Possess professional liability insurance
-

EVALUATION:

Evaluation conducted by supervisor

**AGREEMENT BETWEEN
THE RUTHERFORD COUNTY BOARD OF EDUCATION
AND
THE MURFREESBORO CITY SCHOOLS
FOR
SPECIAL EDUCATION TRANSPORTATION SERVICES**

This Agreement made this 1st day of August, 2019, by and between Rutherford County Board of Education, hereinafter called "Rutherford," and the Murfreesboro City Schools, hereinafter called "City."

WHEREAS, T.C.A. § § 49-10-107, 49-10-305 and 49-10-701 provide that school districts may enter agreements with suitable public or private agencies having appropriate programs, capacity and competence where necessary to provide appropriate special education services to students.

WHEREAS, City in order to provide a proper comprehensive and well implemented special education program, finds it desirable to acquire the transportation services of another agency.

WHEREAS, Rutherford is an agency presently having appropriate programs, capacity and competence to provide special education transportation services for children who are the responsibility of City.

WHEREAS, the parties wish and intend by this Agreement to set forth the terms and conditions of transporting City's students to and from the Tennessee School for the Blind.

IT IS THEREFORE AGREED AS FOLLOWS:

- a) Rutherford agrees to provide transportation services for those City students whose I.E. P.'s require their attendance at the Tennessee School for the Blind (TSB) on those days when TSB is in session.
- b) City will provide to Rutherford the names of students who will be transported to TSB.
- c) City agrees to reimburse Rutherford for providing these transportation services at a rate of forty-nine dollars and thirty five cents (\$49.35) per student for each day transportation is provided to and from TSB. All payments shall be made within thirty (30) days of invoice from Rutherford.
- d) Rutherford's providing of transportation service to City students is contingent upon: 1) Rutherford operating a bus(es) to TSB, and/or 2) space being available for City students. Should Board discontinue transporting students to TSB, then this agreement shall automatically terminate. If at any time during the term of this Agreement all available space is required for students enrolled in the Rutherford County School System, this Agreement shall terminate automatically.
- e) Rutherford shall designate the locations(s) and times(s) for picking up and dropping off students.
- f) City agrees to defend, indemnify and hold harmless Rutherford, its officers, employees and agents from and against any and all claims, demands, and costs based upon or related to any injury to or the death of any person, or damage to property of any kind, to the extent caused by the negligence or intentional acts, errors, or omissions of the City or the City's agents, contractors, or employees while engaged in the performance of this Agreement or any activity associated therewith.

- g) Either party has the right to terminate this Agreement at any time for any reason upon thirty (30) days written notice.
- h) The laws of the State of Tennessee shall apply. The venue for any litigation arising from or pursuant to this Agreement shall be the Rutherford County Circuit or Chancery Courts. In the event of a dispute hereunder resulting in litigation, the prevailing party shall be reimbursed by the other party for all costs and expenses, including reasonable attorney's fees incurred.
- i) Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this program. However; City shall be solely responsible for insuring compliance with any and all special education laws and regulations applicable to the students served under the terms of this Agreement.
- j) This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Rutherford and City.
- k) All Notices required under the terms of this Agreement shall be mailed or hand delivered to:

The parties Shall identify Emergency Contact persons and exchange emergency contact persons and exchange emergency phone numbers for communications which may occur outside of normal school hours.

- l) If any provision of this Agreement or the application thereof shall be invalid or unenforceable to any extent, the remainder for this Agreement and the application of such provisions shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.
- m) This Agreement constitutes the entire agreement between the parties, all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement.
- n) No amendment or modification to this Agreement shall be effective unless the same is in writing signed by both parties.
- o) This Agreement shall become effective as of August 1, 2019, and shall continue thereafter until July 31, 2020 unless otherwise terminated by either party upon thirty (30) days written notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MURFREESBORO CITY SCHOOLS

RUTHERFORD COUNTY BOARD
OF EDUCATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

Eliazbeth Taylor, Assistant City Attorney
Murfreesboro City School Board

**AGREEMENT BETWEEN
THE RUTHERFORD COUNTY BOARD OF EDUCATION
AND
THE BEDFORD COUNTY BOARD OF EDUCATION
FOR
SPECIAL EDUCATION TRANSPORTATION SERVICES**

This Agreement made this 1st day of August, 2019, by and between Rutherford County Board of Education, hereinafter called "Rutherford," and the Bedford County Board of Education, hereinafter called "Bedford."

WHEREAS, T.C.A. § § 49-10-107, 49-10-305 and 49-10-701 provide that school districts may enter agreements with suitable public or private agencies having appropriate programs, capacity and competence where necessary to provide appropriate special education services to students.

WHEREAS, Bedford in order to provide a proper comprehensive and well implemented special education program, finds it desirable to acquire the transportation services of another agency.

WHEREAS, Rutherford is an agency presently having appropriate programs, capacity and competence to provide special education transportation services for children who are the responsibility of Bedford.

WHEREAS, the parties wish and intend by this Agreement to set forth the terms and conditions of transporting Bedford's students to and from the Tennessee School for the Blind.

IT IS THEREFORE AGREED AS FOLLOWS:

- a) Rutherford agrees to provide transportation services for those Bedford students whose I.E. P.'s require their attendance at the Tennessee School for the Blind (TSB) on those days when TSB is in session.
- b) Bedford will provide to Rutherford the names of students who will be transported to TSB.
- c) Bedford agrees to reimburse Rutherford for providing these transportation services at a rate of forty-nine dollars and thirty-five cents (\$49.35) per student for each day transportation is provided to and from TSB. All payments shall be made within thirty (30) days of invoice from Rutherford.
- d) Rutherford's providing of transportation service to Bedford students is contingent upon: 1) Rutherford operating a bus(es) to TSB, and/or 2) space being available for Bedford students. Should Board discontinue transporting students to TSB, then this agreement shall automatically terminate. If at any time during the term of this Agreement all available space is required for students enrolled in the Rutherford County School System, this Agreement shall terminate automatically.
- e) Rutherford shall designate the locations(s) and times(s) for picking up and dropping off students.
- f) Bedford shall indemnify, defend and hold harmless Rutherford, its officers, employees and agents from and against all claims and demands, including costs, litigation expenses, counsel fees and liabilities incurred, arising out of any injury to, or the death of any person, or damage to property of any kind, to the extent caused by the intentional or negligent acts, errors or omissions of Rutherford, its

employees and/or agents, while engaged in the performance of this Agreement or any activity associated therewith.

- g) Either party has the right to terminate this Agreement at any time for any reason upon thirty (30) days written notice.
- h) The laws of the State of Tennessee shall apply. The venue for any litigation arising from or pursuant to this Agreement shall be the Rutherford County Circuit or Chancery Courts. In the event of a dispute hereunder resulting in litigation, the prevailing party shall be reimbursed by the other party for all costs and expenses, including reasonable attorney's fees incurred.
- i) Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this program. However; Bedford shall be solely responsible for insuring compliance with any and all special education laws and regulations applicable to the students served under the terms of this Agreement.
- j) This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Rutherford and Bedford.
- k) All Notices required under the terms of this Agreement shall be mailed or hand delivered to:

Bedford: Bedford County Schools
Attention: Special Education Supervisor
500 Madison Street
Shelbyville, TN 37160

Rutherford: Rutherford County Board of Education
Attention: Kate Kasuboski
2240 Southpark Blvd.
Murfreesboro, TN 37128

The parties Shall identify Emergency Contact persons and exchange emergency contact persons and exchange emergency phone numbers for communications which may occur outside of normal school hours.

- l) If any provision of this Agreement or the application thereof shall be invalid or unenforceable to any extent, the remainder for this Agreement and the application of such provisions shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.
- m) This Agreement constitutes the entire agreement between the parties, all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement.
- n) No amendment or modification to this Agreement shall be effective unless the same is in writing signed by both parties.
- o) This Agreement shall become effective as of August 1, 2019, and shall continue thereafter until July 31, 2020 unless otherwise terminated by either party upon thirty (30) days written notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BEDFORD COUNTY BOARD
OF EDUCATION

RUTHERFORD COUNTY BOARD
OF EDUCATION

By: _____

Title: _____

Date: _____

[Signature]
SUPERINTENDENT
6-6-19

By: _____

Title: _____

Date: _____

**AGREEMENT BETWEEN
THE RUTHERFORD COUNTY BOARD OF EDUCATION
AND
THE CANNON COUNTY BOARD OF EDUCATION
FOR
SPECIAL EDUCATION TRANSPORTATION SERVICES**

This Agreement made this 1st day of August, 2019, by and between Rutherford County Board of Education, hereinafter called "Rutherford," and the Cannon County Board of Education, hereinafter called "Cannon."

WHEREAS, T.C.A. § § 49-10-107, 49-10-305 and 49-10-701 provide that school districts may enter agreements with suitable public or private agencies having appropriate programs, capacity and competence where necessary to provide appropriate special education services to students.

WHEREAS, Cannon in order to provide a proper comprehensive and well implemented special education program, finds it desirable to acquire the transportation services of another agency.

WHEREAS, Rutherford is an agency presently having appropriate programs, capacity and competence to provide special education transportation services for children who are the responsibility of Cannon.

WHEREAS, the parties wish and intend by this Agreement to set forth the terms and conditions of transporting Cannon's students to and from the Tennessee School for the Blind.

IT IS THEREFORE AGREED AS FOLLOWS:

- a) Rutherford agrees to provide transportation services for those Cannon students whose I.E. P.'s require their attendance at the Tennessee School for the Blind (TSB) on those days when TSB is in session.
- b) Cannon will provide to Rutherford the names of students who will be transported to TSB.
- c) Cannon agrees to reimburse Rutherford for providing these transportation services at a rate of forty-nine dollars and thirty-five cents (\$49.35) per student for each day transportation is provided to and from TSB. All payments shall be made within thirty (30) days of invoice from Rutherford.
- d) Rutherford's providing of transportation service to Cannon students is contingent upon: 1) Rutherford operating a bus(es) to TSB, and/or 2) space being available for Cannon students. Should Board discontinue transporting students to TSB, then this agreement shall automatically terminate. If at any time during the term of this Agreement all available space is required for students enrolled in the Rutherford County School System, this Agreement shall terminate automatically.
- e) Rutherford shall designate the locations(s) and times(s) for picking up and dropping off students.
- f) Cannon shall indemnify, defend and hold harmless Rutherford, its officers, employees and agents from and against all claims and demands, including costs, litigation expenses, counsel fees and liabilities incurred, arising out of any injury to, or the death of any person, or damage to property of any kind, to the extent caused by the intentional or negligent acts, errors or omissions of Rutherford, its employees and/or agents, while engaged in the performance of this Agreement or any activity associated therewith.

- g) Either party has the right to terminate this Agreement at any time for any reason upon thirty (30) days written notice.
- h) The laws of the State of Tennessee shall apply. The venue for any litigation arising from or pursuant to this Agreement shall be the Rutherford County Circuit or Chancery Courts. In the event of a dispute hereunder resulting in litigation, the prevailing party shall be reimbursed by the other party for all costs and expenses, including reasonable attorney's fees incurred.
- i) Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this program. However; Cannon shall be solely responsible for insuring compliance with any and all special education laws and regulations applicable to the students served under the terms of this Agreement.
- j) This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Rutherford and Cannon.
- k) All Notices required under the terms of this Agreement shall be mailed or hand delivered to:

Cannon: Cannon County Schools
Attention: Special Education Supervisor
301 W. Main Street
Woodbury, TN 37160

Rutherford: Rutherford County Board of Education
Attention: Kate Kasuboski
2240 Southpark Blvd.
Murfreesboro, TN 37128

The parties Shall identify Emergency Contact persons and exchange emergency contact persons and exchange emergency phone numbers for communications which may occur outside of normal school hours.

- l) If any provision of this Agreement or the application thereof shall be invalid or unenforceable to any extent, the remainder for this Agreement and the application of such provisions shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.
- m) This Agreement constitutes the entire agreement between the parties, all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement.
- n) No amendment or modification to this Agreement shall be effective unless the same is in writing signed by both parties.
- o) This Agreement shall become effective as of August 1, 2019, and shall continue thereafter until July 31, 2020 unless otherwise terminated by either party upon thirty (30) days written notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CANNON COUNTY BOARD
OF EDUCATION

RUTHERFORD COUNTY BOARD
OF EDUCATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mid-Cumberland Head Start
P.O. Box 1583
Murfreesboro, TN. 37133-1583

COLLABORATION AGREEMENT

The following collaboration agreement is between Mid-Cumberland Head Start/Early Head Start and Rutherford County Board of Education

Address of Partner: 2240 South Park Blvd. Murfreesboro, TN. 37128

Contact Person: Lynn Ferrell Title: School Social Worker

Telephone Number: 893-5812 extension – 22057

As a participant in this collaboration agreement, Mid-Cumberland Head Start/Early Head Start agrees to:

- 1.) Provide transportation for eligible Rutherford County students with disabilities to designated schools for speech therapy services
- 2.) Serve eligible Rutherford County students with disabilities in the Head Start Program as appropriate

As a participant in this collaboration, Rutherford County Board of Education agrees to:

- 1.) Have Rutherford County speech therapists supervise the speech screenings conducted annually each fall for the children participating in the Head Start Program
- 2.) Conduct Child Find evaluations upon receipt of appropriate referrals
- 3.) Provide speech therapy for students who certify to receive speech services and have a current IEP

This collaboration will continue for the program year of 2019-2020, unless terminated by either participant in writing.

Mid-Cumberland HS/EHS Representative

Date

Bill Spurlock, Director of Schools
Rutherford County Schools

Date

LEASE AND RENTAL AGREEMENT

Parties

This LEASE AGREEMENT made and entered into this ____ day of _____ 2019 by and between the Wesley Foundation at MTSU (hereinafter referred to as Wesley) and Rutherford County Schools – Transition Academy (hereinafter referred to as RCS).

WITNESSETH

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

Premises

**Wesley House II
1607 Elrod Street, Murfreesboro, TN 37130**

Term

That for and in consideration of the deposit and rent herein reserved and of the covenants herein contained, on the part of RCS to be paid, kept and observed and performed, Wesley does hereby demises, lease and rent unto RCS the above described rental unit for the term 12 months, commencing on August 1, 2019 and ending at noon on July 31, 2020 at the monthly rental of \$1,350.00. This rental includes one parking pass.

Rent

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

USE

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

Utilities

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

Lease Renewal

Written notice must be given to the Wesley by **March 1, 2020** (during the academic

year) of the RCSs desire to renew the lease. Verbal notice will not be acceptable. This agreement can be renewed by mutual consent of the Wesley and RCS. If not renewed by RCS in writing this becomes a month to month rental agreement.

Smoke Detector

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

Right to Inspect and Show Property

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

Assignment

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

Alterations

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

Animals/Pets

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

Binding Effect

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

Insurance

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

loss of said personal property. **IT IS SUGGESTED THAT RCS CARRIES RENTERS INSURANCE TO COVER THEIR PERSONAL PROPERTY.**

Termination

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

Attorney's Fees

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

Abandonment of Premises

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

Default

It is expressly agreed by and between the RCS and Wesley that, in the event the RCS defaults on the payment of the rental monies herein described, or shall make default or breach any covenant herein contained or incorporated herein by reference, and such default or breach shall not be remedied in one week, then Wesley, in addition to and not in limitation of any other rights and remedies available to the Wesley under applicable law, may declare this Lease Agreement and all rights of the RCS hereunder as terminated. Wesley may re-enter and re-take the premises without terminating this Lease Agreement and re-rent the same. RCS shall remain liable for any deficiency in the net rents thereafter received by Wesley for the remainder of the original term or renewal term hereof as the case may be. (In the event the RCS has created or allowed a situation to develop which, in the Wesley's opinion, places the premises in imminent danger of serious damage, then the one week grace period to cure the default shall be reduced to whatever minimum amount of time, in the Wesley's opinion, is necessary to cure the problem, or waived entirely in favor of immediate re-taking of the premises to

insure its protection.) Wesley shall also have the express right to remove any content from the premises and/or remove the RCS, and those claiming under him and their effects, without being guilty of any trespass. The RCS covenants that, in the event this lease is terminated, they will be liable for, and will indemnify and hold harmless Wesley

against any loss of rent, damage to said premises, the cost of cleaning, moving and storing any of RCS's personal effects and/or other costs involved in getting premises in condition to re-lease. In this connection, the RCS by this security agreement grants to the Wesley a security interest in and to all the personal property, including but not limited to, the furniture, appliances, personal effects and contents located upon or in said premises as collateral for the rents and fees due, and damage caused to the premises, and any other costs and fees due, any damage caused to the premises, and any other costs and fees involved in preparing the premises for re-lease and in re-leasing the same, all in accord with Tennessee Code Annotated Section 47-9-101-et seq. Co-signer will bear equal financial responsibility for all rents and fees due, and damage caused to the premises, any other costs and fees due, any other costs and fees involved in preparing the premises for re-lease with the borrower.

Maintenance

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

Lawn Care

The Wesley Foundation will provide lawn care

Non-Waiver

The failure of Wesley to insist on any one or more instances upon a strict performance of any of the covenants or conditions contained in the Lease Agreement, or his failure to exercise any option herein contained, shall not be construed as a waiver for the future of any such covenant or condition or option, but the same shall continue and remain in full force and effect. The receipt by Wesley of rent in whole or part, or any payment due hereunder, with knowledge of the breach of any covenant or condition shall not be deemed a waiver of such breach and no waiver by the Wesley of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Wesley.

Bad Checks

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

money order or cashier's check.

Lock Out Fee & Lost Keys

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

Condemnation

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

Headings

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

Lease Rules

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

1. Damaged windows, doors and screens shall be RCS's financial responsibility.
2. Do not use "stick-ups" or adhesive tapes to put pictures, posters, small nails and tacks, etc. on the walls. Use only approved wall hangers.
3. Bugs: We will deliver to a RCS a unit free of bugs. If RCS finds any active infestation during the first week of occupancy, we will re-treat. Afterwards, it is RCS's responsibility to keep the house bugs free. Do not use powdered poisons.
4. Wesley reserves the right to monthly inspections of premises.

Page 5 of 8

5. There is to be a **NO SMOKING** rule in the house and grounds, in order that respect for the non-smoking will be maintained by anyone on the premises.
6. RCS is responsible for stopped up drains and toilets because the reason for the stoppage is nearly always RCS caused. If the problem turns out to be obviously non-RCS caused, such as tree roots clogging the sewer line, then Wesley will assume responsibility.

7. RCS is not to paint or change any colors without written permission from Wesley.
8. Filters: RCS must provide and regularly replace filters on air conditioning and/or central heat and air units. Filters should be cleaned or replaced once a month. Neglecting this could cause damage to the unit, unnecessary repair costs and also inconvenience to RCS. A clean filter will also save RCS fuel costs by keeping the unit working under optimum efficiency.
9. **Parking: Do not park vehicles in the yard.** Do not leave "Junker's" on the premises (vehicles that are inoperable for over one month). Do not park large trucks on or near the premises, Parking is only for RCS's vehicles.
10. All payments must be by good check or money order.... NO CASH. Cash payments increase our risk of theft, bookkeeping mistakes, insurance and/or bonding of employees, and irreplaceable loss.
11. RCS guest or other person under the RCS's control **SHALL NOT ENGAGE IN CRIMINAL ACTIVITY, INCLUDING DRUG-RELATED CRIMINAL ACTIVITY**, on or near the dwelling unit, "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
12. RCS or guest or other person under the RCS's control **SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE CRIMINAL ACTIVITY**, including drug related criminal activity, on or near the dwelling unit. RCS or guests **WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR OR TO FACILITATE CRIMINAL ACTIVITY**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest is.
13. **RCS WILL NOT ENGAGE IN THE MANUFACTURE, SALE OR DISTRIBUTION OF ILLEGAL DRUGS AT ANY LOCATION**, whether on or near the dwelling unit or otherwise.
14. RCS, or guest or other person under the RCS's control **SHALL NOT ENGAGE IN THE ACTS OF VIOLENCE OR THREATS OF VIOLENCE**, including, but not limited to, the unlawful discharge of firearms, on or near the dwelling unit.
15. **VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE a MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

Page 6 of 8

Abandonment

RCS must notify Wesley of any anticipated extended absence from the premises in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence. When away from the premises during the winter months RCSs are to leave sufficient heat on to prevent plumbing system from freezing. RCS's unexplained and/or extended absence from the premises for thirty (30) days or more without payment

of rent as due shall be prima facie evidence of abandonment. Wesley is then expressly authorized to enter, remove and store all personal items belonging to RCS and others (at RCS's expense). If RCS does not claim said personal items within an additional thirty (30) days, Wesley may sell or dispose of said personal items and apply the proceeds of said sale to the unpaid rent, damage storage fees, sale costs, court costs, advertisements and attorney fees. Any balances are to be held by Wesley for the RCS for a period of six (6) months subsequent to the sale date and thereafter forfeited to the Wesley. Wesley reserves the right at any time to make additional rules and to make such changes to the rules and regulations as needed.

Acknowledgment

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

Use of Wesley Foundation Building

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

Handicap Ramp

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

IN WITNESS WHEREOF, the parties have hereunto set their hands this day and year first above written.

WESLEY

Print Name

Wesley Foundation Executive Director

Signature

Print Name

Signature

RUTHERFORD COUNTY SCHOOLS

Title

Contractual Agreement

The following contract will serve as a binding agreement between **Sherry Bryant**, individual contractor, and the **Rutherford County School System**.

Contact Person: Kate Kasuboski

Phone Number: (615) 893-5812

Sherry Bryant agrees to provide training/coaching in the Language! Reading Program over the course of the 2019-20 school year including:

- Initial and follow-up training and demonstration lessons
- Support to teachers through coaching, email, and the development of documents/materials to aid support
- Modeling of instructional practices and routines
- V-Port support training
- Collaborative planning sessions with teachers/administrative teams
- Data review/ PLC meetings with teachers/administrative teams

Rutherford County School District agrees to pay **Sherry Bryant** a consultation fee of \$60 per hour and \$0.47 per mile mileage between locations with the total not to exceed \$10,000.00 for the entire contract.

Ms. Bryant reserves the right to end the agreement by giving at least a 15 day notice.

This agreement will be in effect from August 1, 2019, through June 30, 2020.

Contact Information: Sherry Bryant

138 Hickory Hills Dr., Murfreesboro, TN 37128

Phone: 615-584-1613

sherrybryant38@comcast.net

Individual Contractor

Rutherford County School System

Date

Date

**CONTRACT BETWEEN
RUTHERFORD COUNTY SCHOOLS
AND
SPECIAL KIDS, INC.
FOR
SPEECH AND LANGUAGE, OCCUPATIONAL THERAPY, AND PHYSICAL
THERAPY SERVICES
FOR
2019-2020 SCHOOL YEAR**

This contract is entered into on this 20th day of June, 2019, by and between RUTHERFORD COUNTY SCHOOLS ("RCS"), a municipal school system of the State of Tennessee and SPECIAL KIDS, INC., a not-for-profit corporation of the State of Tennessee ("Contractor").

1. Duties and Responsibilities of Contractor. Contractor agrees to provide speech and language therapy services, occupational therapy service, nursing services, and/or physical therapy service to identified students who qualify for such service as RCS students. Such duties consist of, but are not limited to, the following:
 - a. Contractor shall provide direct and/or consultative services to identified and eligible students; correspond with parents; maintain required documentation; prepare progress therapy and student progress;
 - b. Contractor shall not exceed ten (10) hours per week in providing such services without prior approval of the RCS Assigned Representative;
 - c. If special materials are required for a child to meet the child's IEP goals regarding speech and language services, Contractor shall submit a list of such materials needed to the RCS Assigned representative;
 - d. Contractor shall assist with intervention strategies to streamline student needs; and
 - e. Contractor shall provide therapy service while each respective student's school is in session. If Contractor is unable to provide services on a given day, the RCS Assigned Representative shall be notified in advance.
2. Duties and Responsibilities of RCS. RCS shall determine the children who are in need of services and provide a listing of such children to the Contractor as soon as possible after the beginning of the school year, or immediately upon eligibility determination, whichever comes first.
3. Term. This Contract shall not be effective until approved by the Director of Schools (and Board of Education, if necessary) and signed by all required parties. **The Contract will expire June 30, 2020.**
4. Payment to Contractor. RCS shall pay the contractor the rate of \$70.00 per hour for therapy services, including speech-language therapy, physical therapy, or

occupational therapy for services rendered pursuant to this contract. RCS shall pay \$125.00 per day for nursing services. Contractor will bill fractional portions of the day for nursing services, including 1/4 (one-fourth) day or (two hour) increments. Such payment shall be made within thirty (30) calendar days of receipt of invoice for services delivered.

5. Termination-Breach. In the event that any of the provisions of the Contract are violated by the Contractor, RCS may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor such violation or delay shall cease the satisfactory arrangement for correction be made. RCS may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to RCS for damages sustained by virtue of any breach by Contractor.
6. Termination-Funding. Should funding for the services be discontinued, RCS shall have the right to terminate the Contract immediately upon written notice to the Contractor.
7. Termination-Notice. Either party may terminate this Contract at any time upon thirty (30) days written notice to the other. In the event of termination by RCS, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
8. Compliance with the Laws. Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. Notices.
 - a. Notices to RCS, including but not limited to, notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the attention of RCS Assigned Representative, at the location of: Rutherford County Schools, 2240 Southpark Drive, Murfreesboro, TN 37128
 - b. Notices to Contractor shall be mailed or hand delivered to: Special Kids, Inc. 2208 East Main Street, Murfreesboro, TN 37130.
10. Maintenance of Records. Contractor shall maintain documentation of all charges associated with services provided pursuant to this Contract. The books, records and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by RCS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
11. Modification of Contract. This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendments, the approval of the Board of Education may be required. Minor Modifications to the Contract may be approved by the Director of Schools.

12. Partnership/joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of Principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
13. Waiver. No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. Employment. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. Non-Discrimination. It is the policy of RCS not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.
16. Indemnification and Hold Harmless. Contractor shall indemnify and hold harmless RCS, its officers, agents and employees from:
 - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or employees, and/or agents, including its sub or independent Contractors, in connection with the performance of the Contractor, and,
 - b. Any claims, damages, penalties, costs and attorney's fees arising from any failure of Contractor, its officers, employees, and/or agents, including its sub or independent Contractors, to observe applicable laws, including but not limited to, labor laws and minimum wage laws.

Contractor shall pay RCS any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

17. Insurance. The Contractor must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1000,00). All such policies shall list RCS as an additional insured. A certificate of insurance to this effect and the additional insured endorsement must be presented to RCS. Contractor must notify RCS if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
18. Assignment-Consent Required. The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of the money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of the

Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of RCS. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT **MUST** BE SENT TO THE ATTENTION OF THE RCS ASSIGNED REPRESENTATIVE, LOCATED AT: Rutherford County Schools, 2240 Southpark Drive, Murfreesboro, TN 37128.

19. Entire Contract. This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and supersedes any and all prior or contemporaneous, written, or oral negotiations, correspondences, understandings and arrangements, between the parties respecting the subject matter of this Contract. No supplemental, modification, or amendment to this Contract shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
20. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
21. Governing Law. The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the state of Tennessee. Tennessee law shall govern regardless of any language in any attachment of other document that the Contractor may provide.
22. Venue. Any action between the parties arising from this arrangement shall be maintained in the courts of Rutherford County, Tennessee.
23. Confidentiality of Records. All educational records created, disclosed, or maintained pursuant to the terms of this Contract are confidential and shall be created, disclosed, and maintained pursuant to the provisions of the Family Educational Right Act, also known as FERPA (20 U. S. C. §1232g), its regulations and Board Policy.
24. Background Checks. Contractor shall comply with Tennessee Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all Contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
25. Severability. Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

26. Notices. Any notice to Contractor from RCS relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

- a. Notice to RCS shall be sent to:
Department: Rutherford County Schools
Attention: Kate Kasuboski
Address: 2240 Southpark Drive
Murfreesboro, TN 37128

Notices to Contractor shall be sent to:
Department: Special Kids
Attention: Chris Truelove
Address: 2208 East Main Street
Murfreesboro, TN 37130

27. Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the director of schools. When it has been so signed, this Contract shall be effective as of the date first written above.

RUTHERFORD COUNTY SCHOOLS

SPECIAL KIDS, INC.

Bill Spurlock, Director of schools

Chris Truelove, Executive Director

RUTHERFORD COUNTY SCHOOLS

Chairman of the Board

APPROVED AS TO FORM:

Staff Attorney

**CONTRACT BETWEEN
RUTHERFORD COUNTY BOARD OF EDUCATION
AND
NHC Rehabilitation
(2019-2020)**

This agreement made this first day of August 2019 by and between the Rutherford County Board of Education (hereinafter known as **BOARD**) with its principal office at 2240 Southpark Drive, Murfreesboro, Tennessee 37128 and NHC Rehabilitation (hereinafter known as **NHC**) with its principal office at 1927 Memorial Blvd., Murfreesboro, TN 37129.

WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, **NHC** is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of the **BOARD**.

This contract consists of the following documents:

- *Request(s) for Proposal No. RFP 19-03*
- *Contractor's response to Response(s) for Proposal No. RFP 19-03,*

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

- *any properly executed amendment or change order to this contract (most recent with first priority),*
- *this contract,*
- *Request(s) for Proposal No. RFP 19-03,*
- *Contractor's response to Response(s) for Proposal No. RFP 19-03*

1. The Contractor will provide the following services as specifically recommended by the IEP Team in the Individual Educational Plan (IEP) of each Eligible student and upon notification by the Coordinator of Special Education or her authorized designee:

Physical Therapy or Occupational Therapy which may include the following:

Direct Physical Therapy or Occupational Therapy services
Evaluation services
Consultation services

Other Scheduled meeting times authorized by the Coordinator of Special Education.

2. The Contractor verifies that all service providers assigned to the Rutherford County School System are licensed in Tennessee to provide the above-described services and shall make available a valid Tennessee License and other appropriate documents evidencing these credentials.
3. The Contractor assures that throughout the term of this agreement, appropriate public and professional liability insurance is carried on the provider with coverage no less than the standard levels and terms of coverage for Physical Therapists, Occupational Therapists, Physical Therapist Assistants, Certified Occupational Therapy Assistants providing comparable services in Middle Tennessee. Documentation evidencing this coverage shall be provided to and maintained on file with the Board.
4. The duties and responsibilities of the service providers assigned to Rutherford County Schools by the Contractor are those defined in the statutes provided in the State of Tennessee for the discipline represented. All service providers assigned to Rutherford County Schools by the Contractor shall perform services in accordance with the currently approved methods and standards of practice of the profession represented and according to the Code of Ethics of said professional associations.
5. The Contractor shall render services only to Eligible students enrolled in Rutherford County schools and only after completion of an evaluation which clearly demonstrates the services are necessary in order for the student to benefit from his or her special education program and only upon the recommendation of a Multidisciplinary Team (IEP-Team).

6. When appropriate, service providers assigned by the Contractor shall be responsible for developing and completing written physical therapy or occupational therapy goals for each student served using the Rutherford County IEP goal page designated for that purpose.
7. All service providers assigned by the Contractor shall maintain a service log in each student's school file which outlines at a minimum: date of contact or attempt to contact; type of service; amount of time spent on each service; pertinent comments.
8. Service providers assigned by the Contractor shall be available to participate in IEP-Team meetings and other meetings and provide staff development and in-service training upon the recommendation of the IEP-Team or authorization of the Coordinator of Special Education.
9. No service provider assigned to Rutherford County Schools by the Contractor shall be considered an employee of the Board for any purposes whatsoever. The Board shall have no liability except as specifically provided in this contract.
10. To the extent allowed by law, the Contractor herein agrees to save harmless and indemnify the BOARD on account of any and all claims by third parties for damages due to personal injuries or property damage, arising from provision of services outlined in this contract.
11. The Contractor shall not assign this contract or enter into subcontracts for any of the services described herein without obtaining the prior written approval of the Board.
12. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, or national origin, and shall do the following:
 - a. Take affirmative actions to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or national origin.
 - b. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or national origin.
 - c. Assure that no person on the ground of handicap, race, color, religion, sex or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract. The Contractor shall upon request, show proof of such non-discrimination.
13. All Physical Therapy or Occupational Therapy evaluations will be completed and a written report of the results submitted by the Contractor to the Coordinator of Special Education no later than 30 days from receipt of notice to evaluate.
14. The Contractor will under no circumstances bill the student, his family, or health insurance program for any services rendered as a part of this contract.
15. All data gathered on individual students as a part of this contract shall be available to authorized Rutherford County personnel and shall be maintained in a manner which complies with State and Federal guidelines.
16. The Board shall make available to the Contractor all necessary records and information relevant to the student for the sole purpose of evaluation, program development, and service delivery. The Contractor shall maintain records and reports in accordance with Board Policy and State and Federal regulations.
17. The Contractor will submit an invoice on the first working day of each month for the month just completed. The invoice shall specifically detail the services provided, amount of time spent, and when applicable, the student involved. Payment will be made only upon receipt of invoice.
18. The Board shall pay the Contractor for services rendered pursuant to this agreement at the following rates:
 - a. Lead Physical Therapist - \$69.00 per hour for time on premises *
 - b. Physical Therapist - \$65.00 per hour for time on premises
 - c. Physical Therapy Assistant - \$55.00 per hour for time on premises
 - d. Occupational Therapist - \$67.00 per hour for time on premises
 - e. Certified Occupational Therapy Assistant - \$57.00 per hour for time on premises
 - f. Mileage--\$.47per mile for travel between schools

* Time on premises is described as direct Physical or Occupational therapy services, evaluations and consultation services, and other authorized scheduled meetings.

These hourly rates cover all student evaluations, therapy, documentation time, consultation, and other scheduled meeting times authorized by the Coordinator of Special Education. All rates shall be paid at the hourly rates listed above or a pro-rated portion thereof. Contractor shall maintain records to show computation of all charges.

Should the BOARD choose to renew the Agreement for an additional four years, the rate will be adjusted as follows:

Year Two:	3% increase
Year Three:	2% increase

Year Four: 3% increase
Year Five 2% increase

19. The term of this agreement shall be from August 1, 2019 to July 31, 2020, and may be renewed at the option of the BOARD.
20. This Agreement shall be altered or modified only by written agreement executed by all parties. All amendments shall be attached to this agreement and made a part thereof.
21. This contract may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.
22. If the Contractor fails to fulfill in timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the terms of the contract, the Board shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for work completed.
23. If any provision of this agreement or the application thereof to any person or circumstance shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by the law.
24. This Agreement shall be governed by the laws of the State of Tennessee. The venue for any litigation arising from or pursuant to this Agreement shall be the Rutherford County Circuit or Chancery Courts.

IN WITNESS WHEREOF, the parties have by their duly authorized representative set their signatures.

Approved by the Rutherford County Board of Education:

Date

BY: _____

Bill Spurlock

Date

BY: _____

Chairman, Rutherford County Board of Education

Date

BY: _____

Authorized Representative, NHC Rehabilitation

Date



Bill C. Spurio
Director of Schools

Rutherford County Board of Education

2240 Southpark Drive, Murfreesboro, TN 37128 Phone: 615.893.5812 www.rcschools.net

March 22, 2019

Feltz Therapy Services, LLC
1173 Rock Springs Road suite 105
Smyrna, TN 37167

RE:#17-02 Special Education Related Services Speech and Language Therapy Services.

Dear Candace Feltz,

On June 1, 2017 Feltz Therapy Services LLC was awarded Bid# 17-02 for Special Education Related Services Speech and Language Therapy Services. The Rutherford County Board of Education wishes, in accordance with the terms of the original bid, to extend the contract through June 31, 2020.

If this is acceptable and the prices below would still prevail, indicate your acceptance and acknowledgement by signing below and returning the original of this document to our office by mail or fax (615-904-3774) no later than May 01, 2019. In order that this extension may become effective. Also include with this document, an updated certificate of insurability and updated staff Tennessee Licensure information.

Staff	SLP	SLPA
Hourly Rate	53.00	43.00

Mileage per mile Travel between Schools
0.47 per mile

If you have any questions, please contact, Coordinator of Special Education, at 615-893-5812.

Sincerely,

Kate Kasubaski



Bill C. Spurlock
Director of Schools

Rutherford County Board of Education

2240 Southpark Drive, Murfreesboro, TN 37128 Phone: 615.893.5812 www.rcschools.net

Accepted by:

Feltz Therapy Services, LLC

Company Name

1173 Rock Springs Rd #105

Address Smyrna TN 37167

A handwritten signature in dark ink, appearing to read "Candice J.", written over a horizontal line.

Authorized Signature

4/11/19

Date

**CONTRACT BETWEEN
RUTHERFORD COUNTY SCHOOL SYSTEM
AND
GENESIS LEARNING CENTERS
FOR THE PROVISION OF
THERAPEUTIC DAY TREATMENT SERVICES
FOR GRADES 1 - 12
And
BUS TRANSPORTATION SERVICES
(2019-20 School Year)**

This agreement made by and between the Rutherford County Board of Education (hereinafter known as **BOARD**) with its principal office at 2240 Southpark Drive, Murfreesboro, Tennessee and Genesis Learning Centers (hereinafter known as **GENESIS**) with its principal office at 430 Allied Drive, Nashville, Tennessee 37211.

WITNESSETH

WHEREAS, TCA § 49-10-107, TCA § 49-10-305 and TCA § 49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, the **BOARD** in order to provide a proper comprehensive and well-implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, **GENESIS** is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of the **BOARD**.

The purpose of this agreement is to provide therapeutic day treatment services to eligible special education students with behavioral and/or emotional difficulties and to provide these services in the least restrictive setting possible. The goal of the program is to provide educational and counseling services that will assist eligible students with disabilities to benefit from special education by maintaining them in a special day school placement and to facilitate their transition back to less restrictive environments when appropriate, thus enabling these students to achieve maximum benefits from their educational experience.

The purpose of this Agreement is also to provide transportation services to those students enrolled at GENESIS and its program components whose IEP's require such transportation.

This contract consists of the following documents:

- Request for Proposal No. RFP 19-02
- Contractor's response to Request for Proposal No. RFP 19-02

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

- any properly executed amendment or change order to this contract (most recent with first priority),
- this Contract
- Request for Proposal RFP 19-02
- Contractor's response to Request for Proposal RFP 19-02

Rutherford County School System agrees to contract with GENESIS to provide the therapeutic day treatment services listed below for the Special Education Program subject to the following considerations:

1. The **BOARD**, working with **GENESIS**, shall develop an Individualized Education Program (IEP) which will be specifically designed to meet the unique needs of each student. The IEP for each student shall include:
 - a. A statement of the student's present levels of educational performance in all deficit areas, including how the student's disability affects his or her involvement and progress in the general curriculum.

- b. A statement of measurable annual goals including benchmarks or short-term objective, when applicable, related to--
 - (1) Meeting the student's needs that result from his/or disability to enable the student to be involved in and progress in the general curriculum; and
 - (2) Meeting each of the student's other educational needs that result from his/her disability.
 - c. A statement of the special education and related services and supplementary aids and services to be provided to the student, or on behalf of the student and a statement of the program modifications or supports for school personnel that will be provided for the student--
 - (1) To advance appropriately toward attaining the annual goals;
 - (2) To be involved and progress in the general curriculum and participate in extracurricular and other nonacademic activities; and
 - (3) To be educated and participate with other children with disabilities and non-disabled children in the activities described in this paragraph;
 - d. An explanation of the extent, if any, to which the student will not participate with non-disabled students in the regular class and in the activities described in section c above.
 - e. A statement of any individual modifications in the administration of State or district-wide assessments of student achievement that are needed in order for the student to participate in the assessment; and if the IEP team determines that the student will not participate in a Particular State or district-wide assessment of student achievement (or part of an assessment), a statement of--
 - (1) Why that assessment is not appropriate for the student; and
 - (2) How the student will be assessed
 - f. The projected date for the beginning of the services and modifications described in section c above, and the anticipated frequency, location, and duration of those services and the identification of the persons/agencies responsible for providing each service.
 - g. A statement of --
 - (1) How the student's progress toward the annual goals described in section b above will be measured
 - (2) How the student's parents will be regularly informed, at least as often as parents are informed of their non- disabled children's progress, of--
 - (a) Their child's progress toward the annual goals; and
 - (b) The extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year
 - h. Transition Services--
 - (1) For each student beginning at age 14, and updated annually, a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses on the student's courses of study; and
 - (2) For each student beginning at age 16, a statement of needed transition services for the student, including, if appropriate, a statement of the interagency responsibilities or any needed linkages.
 - (3) If the IEP team determines that services are not needed in any of the areas of transition specified in the IDEA, the IEP must include a statement to that effect and the basis upon which the determination was made.
 - i. Beginning at least one year before a student reaches the age of majority under State law, the student's IEP must include a statement that the student has been informed of his or rights under Part B of the Act, if any, that will transfer to the student on reaching the age of majority.
2. The BOARD and GENESIS shall insure that the rights and privileges available to students enrolled in the Rutherford County School System shall be available to students with disabilities served by GENESIS, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
 3. The programs of students with disabilities IEP-Teamed to GENESIS shall not be initiated, changed, terminated or continued from one school year to the next without an IEP-Team meeting composed of the child/children's parents, appropriate representatives of the Rutherford County School System and GENESIS and, when appropriate, the student which results in a recommendation for placement, change, termination or continuation at GENESIS.
 4. At the beginning of each school year, GENESIS will submit copies of the following documents to the Coordinator of Special Education:
 - a. A current letter of school approval from the Tennessee Department of Education.
 - b. Tennessee Teaching certificates showing Special Education endorsement for all

- teachers providing instruction to students placed by the School System
 - c. Tennessee State License or certificate of staff member(s) providing counseling services to students placed by the School System.
5. The program of GENESIS shall be appropriate in relation to the needs of the individual student(s) to be enrolled, as determined in each student's IEP.
 6. GENESIS shall provide the special education services designated in the IEPs of all students placed by Rutherford County Schools. Students will be provided an appropriate educational setting conducive to learning. All staff, equipment, instructional materials and supplies necessary to adequately implement each student's I.E.P. will be provided by GENESIS. The curriculum will meet Tennessee Department of Education requirements.
 7. GENESIS will provide an educational program for at least 180 days per year. The minimum length of each school day shall be no less than 7 hours per day. GENESIS shall provide Extended School Year (ESY) services to those students whose IEPs mandate such services.
 8. Students will be provided the opportunity for a nutritious lunch each day.
 9. Appropriate staff of the BOARD may inspect the facility and confer with GENESIS staff, to ensure compliance with the program, student IEPs and procedural safeguards. These visits are to be at times reasonable to both parties.
 10. The programs and services provided by GENESIS for the students placed by the Rutherford County School System shall comply with all relevant Federal and State of Tennessee laws and regulations.
 11. GENESIS shall be approved/licensed by the appropriate agency of the State of Tennessee. Verification is to be submitted to the Rutherford County School system (4a, above).

QUALIFICATIONS OF SERVICE PROVIDERS

Teaching staff must have current Tennessee certificates with endorsement in Special Education.

Direct Counseling services will be provided to each student IEP-Team to GENESIS by staff member (s) with Tennessee Board of Healing Arts licensure or Tennessee Department of Education endorsement in a counseling-related area. Supervision and consultation will be provided by a Tennessee State Licensed Clinical Psychologist or Clinical Social Worker.

DOCUMENTATION OF SERVICES

1. Reports are to be submitted to the Coordinator of Special Education as follows:
 - a. Monthly: an invoice for services rendered by GENESIS. Each such invoice shall set forth the charges related to: a) Day Treatment services; and b) Transportation services in accordance with the transportation fee schedule.
 - b. Weekly: an attendance report of each student placed at GENESIS shall be submitted weekly to both the Coordinator of Special Education and the Supervisor of Attendance.
 - c. Within 48 hours: written notification of all physical restraints, injury reports or serious incident reports.
 - d. Every six weeks: a progress report describing the progress of each student toward achieving the goals and objectives specified in his or her IEP.
 - e. By June 15th: an annual report specifying the progress of each student in mastering the short-range objectives and annual goals included in his or her IEP.
2. Individual student absences are to be reported to both the Rutherford County Attendance Supervisor and the Coordinator of Special Education upon the 5th day of absence in a school year and each subsequent day of absence thereafter. TCA, Tennessee Department of Education regulations, and Rutherford County School System Policies regarding student attendance are to be followed.

PROGRAM EVALUATION

1. **Student Specific Goals:** The Therapeutic Day treatment Program's student-specific goals will be driven by each student's Individual Education Plan (IEP) as developed by the IEP Team. Student progress will be measured via the following factors:
 - a. Teacher observation and reports of the student's behavior in the classroom will be used to determine the student's ability to generalize the skills and behavior modifications learned in the group and/or individual therapy setting
 - b. IEP progress reports completed and disseminated each six weeks will denote positive behavioral changes and improvements

- c. The student's continuation and maintenance in his/her current placement will denote progress
 - d. A change in the IEP which reflects the student's movement into a less restrictive school placement will show progress
 - e. Therapist observation of student performance and progress as described in the written end-of-year treatment summary
2. Program Goals: The goal of the program involves the facilitation of students to a less restrictive school placement or successfully maintaining their current school placement through individual and/or group therapeutic day treatment which addresses specific behavioral and/or emotional issues as defined in each student's IEP.

The program's success at meeting the goal will be determined by annual results which show 85% of the student who participate in the day treatment program exhibiting: (1) successful maintenance of their current placement; or (2) movement to a less restrictive school placement.

TRANSPORTATION SERVICES

Both parties to this Contract are aware that various state laws, rules, regulations and School Board policies and procedures control and govern the operation of school buses within this County, and that it is necessary at all times for both the Board and GENESIS to be in strict compliance with any such laws, rules, regulations or School Board policies and procedures which apply to the services to be provided under this Contract.

1. TERMS OF SERVICE

- I. 1.1 Service Provided. GENESIS shall operate a school bus or buses for the purpose of transporting school children to and from GENESIS, at the times and along a specific bus route(s), which shall be furnished to GENESIS from time to time. The Board or its agents shall designate the route to be followed, the times of pick up, arrival and departure. GENESIS shall provide one (1-2) buses for every fifteen (15) students requiring transportation to GENESIS. GENESIS shall determine the time and place of pickups along the route and shall furnish the time and place of pickups to the Board. All buses shall be maintained in good, safe, working order. All bus drivers must be appropriately licensed, competent, responsible individuals and must not be considered for any purpose as employees of the Board. This contract allows for buses to be provided based on the following schedule:

1-15 students enrolled	1-2 buses (based on student safety, location, and timely access)
16-29 students enrolled	2-3 buses (based on student safety, location, and timely access)
30-36 students enrolled	3 buses
37-45 students enrolled	4 buses
45-53 students enrolled	4-5 buses (based on student safety, location, and timely access)
54-60 students enrolled	5-6 buses (based on student safety, location, and timely access)

Note- After consultation with the RCS Transportation Department Genesis may add one bus above the contract limit if the number of buses creates a situation where special education students will be riding a bus longer than 90 minutes on a regular basis.

1.2 Period of Operation. GENESIS shall provide the school bus service pursuant to the terms of this Contract for a period of one hundred eighty (180) days, which days shall be designated by the Board. In the event that GENESIS does not provide school bus service for any day or days (including days on which school is cancelled due to inclement weather or other cause) there shall be deducted from the next monthly installment on the base contract amount to be paid to GENESIS an amount equal to GENESIS 1/180 of the base contract amount for each day in that month for which GENESIS does not provide service. GENESIS shall also provide school bus services for any Extended School Year (ESY) services required by a student's IEP.

1.3 GENESIS' Costs. GENESIS shall bear the costs of all driver's and aide's compensation, fuel and oil, maintenance, insurance, repairs or replacement of school buses and other equipment used by GENESIS in the carrying out of this contract.

1.4 Substitute Buses. GENESIS shall provide substitute bus or buses in the event of mechanical failure. The replacement bus shall be of an equivalent size equal to/or larger than the bus it replaces when available.

1.5 Bus Aides. Each bus shall have at least one (1) adult bus aide who shall assist the driver in maintaining safety, order and discipline on the bus. Because of his/her close proximity to children, each bus aide shall undergo a criminal history background investigation in accordance with the standards and requirements set forth in T.C.A. § 49-5-413. At least one (1) bus aide shall be present on the bus when children are being transported.

2. BUS REQUIREMENTS

2.1 Governing Agencies. GENESIS shall abide by all applicable federal, state and local laws, rules and regulations for the equipment and operation of school buses. In the event the requirements of this contract or the policies and procedures of the school system are *stricter* than the rules, regulations, and laws of the local, state, or federal government, the stricter standard a requirement shall control.

2.2 Age of Bus. No bus used by GENESIS in fulfillment of this Contract shall be more than 15 years old at any time during the existence of this contract. Age of bus shall be governed by chassis or body age and whichever is older shall be the one used to determine age. Said bus chassis and body must conform to the rules and regulations of the State and comply with the laws of the State of Tennessee.

2.3 Inspections. Officials of the State of Tennessee shall conduct one or more bus inspections each year and no bus shall ever be used by GENESIS that fails to pass State bus inspection. The bus (es) shall be available for inspection upon request by the Board or its designee upon 8 hours notice.

2.4 Radios. Functioning 2-way radios are required on all buses. Radios are to be a minimum of 40 watts that generate signals on the Rutherford County Transportation Frequency. Radios are to be used for school bus operation only. Federal guidelines for proper radio operation will apply. It is GENESIS' responsibility to maintain and operate the radio within State and Federal Rules and Regulations and as required by the Board. A deduction of \$25 per day will be made from monthly consideration for each day a bus is operated without a properly functioning radio.

2.5 Special Equipment. All buses shall be equipped with functioning air conditioning systems. Should the need arise due to the implementation of a student's IEP, GENESIS shall provide a bus equipped wheelchair lifts and outfitted with all State and Federal mandated handicap equipment. It shall be the responsibility of GENESIS to verify and insure the proper operation of handicap equipment and to maintain all equipment at a standard of excellence.

2.6 Bus Number. Buses shall have the bus number displayed/painted on each side and the rear of the bus:

On the LEFT side of the bus body near the front, but not obscured by the stop arm.

On the RIGHT side of the bus near the front, but not obscured by the door.

On the RIGHT REAR near the emergency door.

Bus numbers shall be black, a minimum of six inches (6") in height, and shall not be placed on fenders, bumpers, etc.

2.7 Aisles & Doors. The bus driver shall not permit the aisles to be blocked for any reason. The path to the exit and emergency doors must be clear at all times and may never be obstructed by coolers, instruments, equipment or etc. GENESIS shall make adequate provision on the bus for carry-on items in compliance with these provisions. Questions regarding safety or appropriateness of carry on items will be referred to the Board's Transportation Supervisor.

2.8 Capacity. The capacity of the bus shall be limited to the number of persons that can be seated in the vehicle according to the manufacturer's vehicle rating at the time of manufacture. All riders must have a seat available with no individuals standing or seated in the aisles.

3. RULES AND REGULATIONS

3.1 Bus and Its Operation. Rules and regulations dealing with the bus and its operation shall be comprised by all applicable laws of the State of Tennessee, the Federal government, regulations of the Tennessee Department of Safety and regulations of the State Department of Education as they now exist or as amended from time to time are incorporated herein by reference the same as if set out verbatim, and if the statutes, rules and regulations should conflict with the terms of this Contract then this Contract shall be modified to conform to any such statutes, rules and regulations. Additionally, both parties understand and agree that strict adherence to the provisions of the contract, and to the bus routes (including, not limited to starting points, destinations and times of departure and arrival) is necessary to the adequate fulfillment of this Contract. For violation of or failure to adequately fulfill this contract, the Board may within its sole discretion, terminate this contract. However, failure to terminate shall not constitute a waiver of the Board's right to terminate for subsequent violations of or failure to adequately fulfill the contract.

3.2 Drug Testing Rules & Regulations. All drivers and substitute drivers shall be subject to and comply with the "Drug Testing Rules and Regulations For Contracted Bus Owners/Drivers", a copy of which is attached hereto as Exhibits A-H. All drivers and substitute drivers must update the required release/consent form annually. The initial screening to qualify as a driver shall be paid by GENESIS, as will the second test of a split sample when requested by the individual.

3.3 Board Policies. Board policies and procedures existing and as may be adopted in the future are to be incorporated into this Contract upon adoption. It is the express responsibility of the GENESIS to implement or cause to be implemented all policies and procedures of the Board.

3.4 Knowledge of Rules & Regulations. GENESIS agrees and acknowledges it is the GENESIS' responsibility to ensure compliance with all federal, state and local laws, rules and regulations, and policies and procedures of the Rutherford County School System governing the transportation of school children. GENESIS agrees to review all such laws, rules, regulations, policies and procedures, and to furnish the same to its bus drivers. GENESIS shall be responsible for ensuring compliance with each of the above by all drivers and aides.

3.5 Inspection After Runs. After completion of each and every run of the bus (es), the driver, substitute driver, bus aide or other assigned person shall check and insure that no person remains on the bus. The name, address, telephone number of each driver, substitute driver, bus aide or other person designated by GENESIS to check each bus shall be provided to the Board. If the person designated by GENESIS to inspect each bus after completing its run(s) should change, then GENESIS shall notify the Board of such change in writing within ten (10) days.

4. ROUTE CHANGES AND MILEAGE

4.1 Board Authority. The Board shall establish all routes or change any route that, in the discretion of the Supervisor of Transportation, is in the best interest of the Transportation Program.

4.2 Authorized Changes in Mileage or Route. The actual mileage to be covered by GENESIS may be increased or decreased and the location, course and/or destination of the bus route may be changed by the Board's Transportation Supervisor. The change is to become effective upon verbal notification by the Transportation Supervisor, with written confirmation of the change sent to GENESIS thereafter.

4.3 Unauthorized Changes of Route. GENESIS shall not change the route or extend the route without the written specific approval of the Transportation Supervisor.

5. NOTARIZED STATEMENT OF MILEAGE

5.1 Miles Traveled. On an annual basis or otherwise at anytime a change in a buses route occurs, GENESIS shall furnish the Board with a notarized affidavit of the total miles traveled from the time the first child is picked up in the morning and the last child is delivered in the afternoon of the same day, including any deadhead mileage.

5.2 Route Sheets. GENESIS shall furnish on forms specified by the Board a completed route sheet indicating streets or roads and number of pupils with grade level at each stop and/or other pertinent information.

5.3 Route Information. GENESIS shall furnish all route information requested by the Board, such as student names, school, grades, stops, number per stop, etc.

6. BUS DRIVERS

6.1 Reports. GENESIS shall report to the Board's Office of Transportation the name of the person who will be the bus driver prior to the time the bus driver operates the bus under this Contract.

6.2 Required Standards. Bus drivers shall meet all standards required by this contract. A copy of each driver's valid Commercial Drivers License and DOT Medical Card must be submitted to the Transportation Office yearly and upon each renewal. Each bus driver must provide fingerprints and pass a criminal history background check prior to driving any bus. Approval will be contingent upon satisfactory background checks and driving record.

6.3 Substitute Bus Driver. It shall be GENESIS' responsibility to provide a substitute bus driver who has been previously approved under Section 8.2 above, whenever the designated bus driver is unable to perform his duties.

6.4 Familiarity with Route. All drivers and substitute drivers shall be thoroughly familiar with all applicable laws, rules, regulations and the route to be followed.

7. TRANSPORTATION LIABILITY INSURANCE

7.1 Liability Insurance Coverage Limits. GENESIS shall carry and maintain liability insurance with policy limits of at least two million dollars (\$2,000,000.00) to provide coverage for any all damages, costs or expense arising out of any death, bodily injury, sickness, disease, or injury to or destruction of property resulting from the operation of the bus (es) and/or the transporting of students to and from GENESIS. The Board shall be named as an additional insured on the policy. GENESIS shall provide Board with satisfactory evidence of such liability insurance.

7.2 Duration. The liability insurance shall be in effect for the duration of this contract including any extensions or renewals.

8. VIOLATION OF LAWS, RULES, REGULATIONS OR POLICIES

8.1. The Board may require the suspension or termination of any bus driver or bus aide for violation of any federal, state or local law, rule, regulation or any policy of the Board regarding the health, safety and welfare of the children transported by GENESIS under this Contract.

9. DRIVERS SUSPENSION.

9.1. If in the opinion of the Transportation Supervisor a driver fails to perform as required by this Contract, the Transportation Supervisor has the right to orally suspend the driver from the route. It then becomes the responsibility of the GENESIS to provide a satisfactory substitute driver. Failure to do so will permit the Transportation Supervisor to immediately arrange for alternate student transportation until such time as a satisfactory driver is provided. Payments to GENESIS will be suspended until the situation is resolved to the satisfaction of the Transportation Supervisor.

10. VIDEO CAMERAS

10.1 Video Cameras Required. All buses shall be equipped with video camera units. The camera shall be a unit capable of clearly focusing on all seats from the front of the bus to the rear. The mount should allow coverage adjustments to be made, but should hold the camera without vibration when the bus is in motion on rough roads. The camera and/or videotape should be easily accessible. The camera should be wired into the ignition system so that the camera is in operation at all times when students are on the bus.

10.2 Maintenance of Camera and Tape. It shall be the responsibility of GENESIS to maintain the camera, mount and videotape in good operating condition at all times. GENESIS shall cause to be taped all transportation activities where Rutherford County School students are involved including regular transportation, field trips and special event trips. The tapes should be maintained for at least fourteen (14) calendar days. Some situations and incidents will require the videotape to be maintained for a longer period, as specified at the direction of the Board's Transportation Supervisor.

10.3 Production and Duplication of Tape. GENESIS, its employees and/or agents shall not duplicate, release or otherwise allow viewing of any videotape without authorization of the Board.

FEE SCHEDULE

DAY TREATMENT SERVICES

Beginning on the first day of the 2019 - 2020 School Year, the BOARD shall pay the tuition for Rutherford County Students placed by a Rutherford County School System IEP-Team at GENESIS, at the rate per day per student based on the information below:

Enrollment	Per student
Daily Rate	\$155.00
Individual Support	\$19.58 per hour

Payments shall be made every month based on direct service days (a minimum of 7 hours per day, 180 days per year), upon proper performance of services, and upon being invoiced. In the event a student's needs require a unique IEP that calls for a 1:1 staff ratio and this is approved by Rutherford County School personnel, an hourly rate for one-to-one support of \$16.45 per hour (with an annual 3% increase if contract is renewed) will be paid.

TRANSPORTATION SERVICES

GENESIS shall be paid in accordance with the following schedule with increases as follows if contract is renewed:

2019-2020

\$435.00 per day per bus

INVOICING PROCEDURES

GENESIS will prepare and send invoices monthly during the 2019-2020 School Year to the BOARD, Special Education Department at 2240 Southpark Drive, Murfreesboro, TN 37128.

Invoices shall include an itemization, by activity, type of service provided (e.g.: transportation, day treatment, etc.); and the total number of students served, by name, school, and grade during the month. Invoices will include the appropriate Purchase Order number assigned by the Rutherford County School System. It will be the responsibility of GENESIS program and fiscal services staff to monitor and document services provided, by program component, in order to assure appropriateness and accuracy in service provision and invoicing.

OTHER CONDITIONS

1. GENESIS shall not discriminate against any employee or applicant for employment because of race, color, religion or national origin, and shall do the following:
 - (a) Take affirmative actions to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion or national origin.
 - (b) All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to their race, color religion or national origin.
2. GENESIS shall indemnify, defend and hold harmless the Rutherford County, its employees and agents, from all claims and demands, including costs, litigation expenses, counsel fees and liabilities incurred, arising out of any injury to, or the death of any person, or damage to property of any kind, to the extent caused by the negligent acts, errors or omissions of GENESIS, its agents, employees or any person directly or indirectly employed by them, while engaged in the performance of the services as set forth in the terms and conditions of this Agreement.
3. GENESIS, shall carry and maintain general liability insurance and/or professional negligence insurance with policy limits of at least one million dollars (\$1,000,000.00) to provide coverage for any and all damages, costs or expenses arising out of any death, physical or mental injury, sickness, disease, or injury to or destruction of property resulting from GENESIS' performance of this contract. Additionally, GENESIS shall provide transportation liability insurance as otherwise set forth in this Agreement. GENESIS shall provide the Board with satisfactory evidence of such liability insurance. The liability insurance shall be in effect for the duration of this contract including any extensions or renewals. GENESIS shall carry Worker's Compensation insurance coverage for each of its employees if required by law.
4. This Agreement may not be assigned by GENESIS without the prior written consent of the Rutherford County Board of Education.
5. The term of this agreement may be renewed for no more than four (4) additional one (1) year terms with an increase of 3% annually at the option of the BOARD. Notice of this option to renew shall be provided by July 1 of each year.
6. This Agreement shall be altered or modified only by written agreement executed by all parties. All amendments shall be attached to this agreement and made a part thereof.
7. This Contract may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date. If the needs of the school change as determined by the Board, such that the Board does not have a sufficient number of children attending GENESIS, the Board may, within its discretion, terminate the contract.
8. If the Contractor fails to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the terms of the Contract, the BOARD shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for work completed.
9. If any provision of this agreement or the application thereof to any person or circumstance shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions

to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by the law.

10. This Agreement shall be governed by the laws of the State of Tennessee. The venue for any litigation arising from or pursuant to this Agreement shall be the Rutherford County Circuit or Chancery Courts.
11. It is understood and expressly agreed by the parties to this Contract that GENESIS shall be an independent Contractor for all purposes and in no event shall GENESIS, its employees, agents or sub-contractors be deemed employees of the Board.
12. GENESIS shall at all times maintain an active telephone number to be used as a point of contact. This number must be available to the Board or its designee at all times including off-hours. This number will be utilized for school closings, emergency notifications, discussion of routine problems, contract discussions and/or any other business as may be deemed necessary by the Board. GENESIS must be available through this number at all times. GENESIS shall provide active phone numbers for all bus drivers and aides.
13. This Contract constitutes and incorporates the full and entire agreement of the parties. The failure of either party to enforce any of its rights under this agreement shall not operate as a waiver of said rights, and the both parties expressly reserve the right to enforce their rights under the terms of this contract at any time.

LENGTH OF SERVICE

This agreement shall be in effect from August 1, 2019 through July 31, 2020.

RUTHERFORD COUNTY BOARD OF EDUCATION

By: _____
Director of Schools Date

By: _____
Chairman of the Board Date

GENESIS LEARNING CENTER

By: _____ Date
Title: _____

TENNESSEE DEPARTMENT OF EDUCATION

By: _____ Date
Title: _____

Agreement for Professional Practices and Procedures for Behavior Analysis in Schools

This consultant employment agreement ("Agreement") is made this 11th day of June, 2019 ("Effective date") and ending July 31, 2020 by and between Sellers Behavioral Consulting, LLC, a Tennessee Limited Liability Company ("Consultant") and Rutherford County Schools.

1. AREAS OF EXPERTISE.

I have over 10 years of experience providing educational and applied behavior analytical services to children in a variety of contexts. I hold a board certification in behavior analysis (BCBA # 1-08-4569), and I am a certified special educator and administrator. In my last professional role, I served as the lead behavior analyst for Metropolitan Nashville Public Schools, providing consultative services to teachers and schools. My areas of expertise are functional behavioral assessment (FBA), positive behavior interventions and supports (PBIS), special education practices, and bringing Applied Behavior Analysis (ABA) into general education classrooms. Please see curriculum vitae for more information.

2. PROFESSIONAL RELATIONSHIP, LIMITATIONS AND RISKS.

My role as a behavior analyst is to assist you with meeting the training, coaching, and consultative needs related to increasing positive behaviors in your district/building. Your input is vital to collaboratively develop an action plan on how your staff and students will best be supported. Services provided may be, but are not limited to, staff training, development of functional behavior assessments (FBAs) and behavior intervention plans (BIPs), consultation during student IEP or support team meetings, classroom observations, individualized teacher support, or specific assistance with a behavior-related issue in the building.

Please know that it is impossible to guarantee any specific results regarding your goals. However, we will collaborate to achieve the best possible results. If I believe that my consultation has become unproductive, I will discuss terminating it and/or providing referral information as needed. You will be consulted at each step in the process. If at any point you want to terminate our relationship, I will cooperate fully.

3. CLIENT RELATIONSHIP.

Full disclosure of a client's concern(s) is very important. I will ask a lot of questions in order to fully understand how we may best support your staff and students. We will work collaboratively to determine the next steps on what form my support may take (e.g., staff training, individual teacher support, individual student support, etc.).

4. CODE OF CONDUCT.

Services will be rendered in a professional and ethical manner consistent with accepted ethical standards. I am required to adhere to the Guidelines for Responsible Conduct of the Behavior Analyst Certification Board. If at any time you are dissatisfied with our professional relationship, please let me know. If I am not able to resolve your concerns, you may report your concerns to the following: Behavior Analyst Certification Board, Inc., (850) 765-0902
www.bacb.com

5. CONFIDENTIALITY.

As a consultant I will hold all information relating to specific students in the strictest confidence. Clients are required to sign appropriate forms to permit the release of confidential information about Child to Consultant. Consultant understands that this information as well as other information obtained by Consultant about Child during the term of this Agreement is confidential. Consultant agrees that it will not at any time during or after the term of this Agreement divulge, furnish, make accessible or permit the disclosure of any confidential information about specific students without Client's prior written consent. Consultant may, however, disclose such confidential information as required by law. The obligation of confidentiality does not apply to any information that is or becomes known to the public through no wrongdoing of Consultant.

6. APPOINTMENTS, FEES AND EMERGENCIES.

Fees for services are \$125 per hour. Services may include:

- FBA/BIP development and related assessments
- independent review of functional behavior assessments (FBAs) and behavior intervention plans (BIPs)
- IEP/support team meeting attendance
- intervention modeling
- staff training
- creation of materials to support interventions
- behavioral data collection and analysis

Specific services can be proposed and planned for collaboratively, based on the individual case or project.

Invoices will be submitted at the end of the month. Payment is due within 3 weeks of the date of invoice. A fifty dollar (\$50.00) late fee will be charged for any invoice that is not paid within 3 weeks from the date the invoice is issued. In the event that collection action is required to recover any amount due to Consultant, Client shall be responsible for all costs incurred in connection with such action, including attorneys' fees. The venue for any cause of action arising out of this agreement shall be in Tennessee.

Some cancelations are unavoidable and customary. We ask that you notify the office at (615) 417-1194 or by email at sellersbehavioralconsulting@gmail.com 24 hours before your scheduled time. However, if by 8:00am the day of the appointment there is no cancellation message, the client is responsible for the regularly scheduled professional fee.

I am not an emergency service. In the event of a behavioral or psychological emergency you are advised to go to your nearest emergency room or to call 911.

7. INSURANCE REQUIREMENTS.

Client shall procure and maintain in full force and effect general liability insurance for the acts and omissions of Consultant for bodily injury, property damage, sexual misconduct and any claims or damages arising from any act or omission of Consultant during the term of this Agreement. Consultant acknowledges and agrees that such insurance shall be with a carrier determined by Client, in Client's sole discretion.

8. LIMITATION ON LIABILITY.

Due to the nature of this agreement and the issues being addressed by Consultant, Consultant makes no representations or warranties that the behavioral issues Consultant is engaged to address will result in full remediation. Consultant's aggregate liability to pay for claims, losses, liabilities or damages in connection with this Agreement, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Consultant under this Agreement. In addition, Consultant shall not be liable in any event for lost profits, consequential, indirect, punitive, exemplary, or special damages. Also, Consultant shall have no liability arising from or relating to third-party hardware, software, information or materials selected or supplied by Client.

9. INDEMNIFICATION.

Client shall hold harmless and indemnify Consultant, its successors, assigns, employees and contractors, agents, and its officers, from and against any and all claims, actions, causes of action, verdicts, demands, orders, judgments, governmental investigations, settlements, liabilities, losses, costs, attorney's fees, obligations, damages, offsets, deductions, refunds, recoupments or penalties resulting from or attributable to any act or omission of Client. This covenant to indemnify and to hold Consultant harmless shall survive the termination or expiration of this Agreement.

Specify that this Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the state of Tennessee without regard to conflict of laws principles and that the state and federal courts in Nashville, TN (right now it just says TN) are the exclusive jurisdiction over any dispute between the parties.

**PLEASE SIGN BELOW INDICATING THAT YOU HAVE READ, UNDERSTOOD
AND AGREE TO THE TERMS CONTAINED IN THIS AGREEMENT. THIS
AGREEMENT REPRESENTS THE ENTIRE INTEGRATED AGREEMENT BETWEEN
THE PARTIES AND SUPERSEDES ALL PRIOR NEGOTIATIONS,
COMMUNICATIONS OR REPRESENTATIONS.**

Client

Date:

Client

Date:

Behavior Analyst

Date:

**Oakland HS Turf Field Bid Opening
5/30/2019**

[illegible]

Thurman Francis Arts Academy

Academic Excellence Enriched by the Arts

Jeff McCann, *Principal*

Krista Hoekstra, Ed.D., *Assistant Principal*

June 5, 2019

Trey Lee, Assistant Superintendent
Rutherford County Schools
2240 Southpark Blvd.
Murfreesboro, TN 37128

Mr. Lee,

Thurman Francis Arts Academy is requesting permission to purchase and install a 10x12 storage building on the campus. The purpose for this building is the storage of athletic equipment, namely baseball and softball. The unit will be purchased with funds already raised by both teams. The cost for this unit is \$2575.00, per county bid #3367. The recommended vendor is Space Maker. Please advise on the next steps to obtain approval and proceed with the purchase.

Thank you,



Jeff McCann, Principal

DOCUMENT G701

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

Rockvale High School
6543 TN-99
Rockvale, Tennessee 37153

Barton Malow Company
BNA Corporate Building 100
402 BNA Drive, Suite 112
Nashville, Tennessee 37217

DATE : May 31, 2019

ARCHITECT'S PROJECT NO : 16020

CONTRACT DATE : June 28, 2017

CONTRACT FOR : General Construction

Increase The Contingency Fund

\$300,000.00

\$300,000.00

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was.....\$ 62,784,500.00

Net change by previously authorized Change Orders.....	\$ 800,000.00
--	---------------

The Contract Sum prior to this Change Order was.....\$ 63,584,500.00

The Contract Sum will be increased by this Change Order in the amount of\$ 300,000.00

The new Contract Sum including this Change Order will be.....\$ 63,884,500.00

The Contract Time will not change (0) days

The date of Substantial Completion as of the date of this Change Order therefore remains as June 4, 2019.

5.31.19
DATE

DATE May 30, 2019

DATE _____

CHANGE ORDER

DOCUMENT G701

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT :

Rockvale High School
6543 TN-99
Rockvale, Tennessee 37153

CHANGE ORDER NUMBER : 2

DATE : May 31, 2019

ARCHITECT'S PROJECT NO : 16020

CONTRACT DATE : June 28, 2017

CONTRACT FOR : General Construction

TO CONTRACTOR :

Barton Malow Company
BNA Corporate Building 100
402 BNA Drive, Suite 112
Nashville, Tennessee 37217

THE CONTRACT IS CHANGED AS FOLLOWS :

Increase The Contingency Fund \$300,000.00

TOTAL \$300,000.00

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was.....\$ 62,784,500.00

Net change by previously authorized Change Orders.....\$ 800,000.00

The Contract Sum prior to this Change Order was.....\$ 63,584,500.00

The Contract Sum will be increased by this Change Order in the amount of\$ 300,000.00

The new Contract Sum including this Change Order will be.....\$ 63,884,500.00

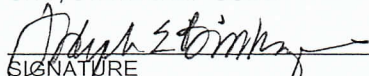
The Contract Time will not change (0) days

The date of Substantial Completion as of the date of this Change Order therefore remains as June 4, 2019.

Binkley Garcia Architecture & Int. Design
ARCHITECT

5556 Franklin Road, Suite 201
STREET ADDRESS

Nashville, Tennessee 37220
CITY, STATE & ZIP CODE


SIGNATURE

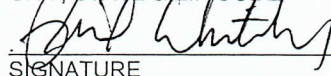
JOSEPH E. BINKLEY
TYPED NAME

5.31.19
DATE

Barton Malow Company
CONTRACTOR

402 BNA Drive, Suite 112
STREET ADDRESS

Nashville, Tennessee 37217
CITY, STATE & ZIP CODE


SIGNATURE

Phil Whitehead
TYPED NAME

May 30, 2019
DATE

Rutherford County Schools
OWNER

2240 Southpark Drive
STREET ADDRESS

Murfreesboro, Tennessee 37128
CITY, STATE & ZIP CODE

SIGNATURE

TYPED NAME

DATE

DOCUMENT G701

OWNER ☒

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

Rockvale High School
6543 TN-99
Rockvale, Tennessee 37153

Barton Malow Company
BNA Corporate Building 100
402 BNA Drive, Suite 112
Nashville, Tennessee 37217

CONTRACT FOR : General Construction

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\$300,000.00

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DATE _____