

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

**September 5, 2019
5:00 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOMENT OF SILENCE**
- 4. ELECTION OF 2019-2020 BOARD OFFICERS**

A. Chairman

B. Vice Chairman

5. APPROVAL OF AGENDA

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

6. APPROVAL OF CONSENT AGENDA (TAB 1)

A. Minutes: August 15, 2019 Board Meeting

B. Community Use of Facilities

C. Title I Contracts

- Literacy First, LLC Agreement**
- Belhaven Consulting Inc. Agreement**
- Cedar Grove Residential Treatment Center Agreement**
- LaVergne Middle School and Mindsteps Inc.**
- Extended Contract Lia Beachboard**

D. Financial Matters

1. Approve School Activity Accounts Receivable and Accounts Payable

The Activity Funds for various schools had \$4,793.88 in outstanding accounts receivable and \$21,813.36 in outstanding accounts payable as of June 30, 2019.

These are routine accounting transactions that were incomplete as of June 30, 2019. They have been reflected in the school's audited financial statements and need Board approval each year.

2. Matlock Clements, PC-extend audit contract for 2019-2020

The Budget and Finance Department would like to extend the contract to audit the School Activity Funds and perform the Cafeteria Fund compliance work to Matlock Clements, PC for the 2019-2020 school year. The Board Approved Audit RFP 15-04 on September 1, 2015 with an option to renew for up to four years. The price to conduct the current fiscal year audit and compliance work will be \$62,908

E. Routine Bids

Bid #3416 – Orlando, FL Band Trip-OMS

Bid #3429 – Technology and Multimedia Equipment

Bid #3431 – Athletic Trainer Equipment

Request to Purchase:

The Maintenance Department would like to purchase from TN Statewide Contract #209 (2) Two 2020 Chevy Silverado 2500 HD (CC20903) 2 WD Trucks with service beds and ladder racks from Wilson County Motors at a cost of \$34,359.24 each for a total cost of \$68,718.48. To be funded from the Maintenance Department.

The Maintenance Department would like to purchase from TN statewide Contract #209 (1) One 2020 Chevy Silverado 1500 (CK10543) 4WD Truck from Wilson County Motors at a cost of \$34,488.75. To be funded from the Maintenance Department.

Request to Purchase:

The Engineering and Construction Department would like to replace and update the Primary and Secondary Playgrounds at Wilson Elementary School at a cost of \$257,997.00. To be purchased from Great Southern Recreation using TCPN/IPA Contract #R170304-303785. These are approved projects from Capital Project Funds.

F. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Ronnie Bray	NTE \$4,500.00	Blackman High	School Funds-Wrestling	Open + supervise facilities during school breaks + oversee off season program
Eric Sacharczyk	NTE \$2,500.00	Blackman High	School Funds-Wrestling	Assistant Wrestling Coach
Miranda Allen	NTE 320.00	Blackman Middle	School Funds-Football	Football game filming

Bethany Collett	NTE \$700.00	Blackman Middle	School Funds-Volleyball	Assistant Volleyball Coach
Jason Scott	NTE \$160.00	Blackman Middle	School Funds-Football	Football Announcer
Paul Smith	NTE \$160.00	Blackman Middle	School Funds-Football	Football Clock Operator
Brayan Bunyi	NTE \$540.00	LaVergne Middle	School Funds-Basketball	Basketball Scorekeeper for Home Basketball Games
Edward Husney	NTE \$540.00	LaVergne Middle	School Funds-Basketball	Bookkeeper for Home Basketball Games
Jeramey Anderson	NTE \$2,000.00	Oakland High	Oakland Endzone Club	Assistant Football Coach
Vladimir Borombozin	NTE \$500.00	Oakland High	Oakland Endzone Club	Assistant Football Coach
Joshua Conner	NTE \$500.00	Oakland High	Oakland Endzone Club	Assistant Football Coach
Brad Cowan	NTE \$2,000.00	Oakland High	Oakland Endzone Club	Maintain practice field
Brad Cowan	NTE \$3,000.00	Oakland High	Oakland Endzone Club	Assistant Football Coach
Kevin Creasy	NTE \$8,000.00	Oakland High	Oakland Endzone Club	Head Football Coach
Dakota Crews	NTE \$1,000.00	Oakland High	Oakland Endzone Club	Assistant Football Coach
Gene Hudson	NTE \$2,000.00	Oakland High	School Funds-Football	Jumbotron Operator
Stephen Jackson	NTE \$4,500.00	Oakland High	Oakland Endzone Club	Assistant Football Coach/Weight room
Michael Parker	NTE \$500.00	Oakland High	Oakland Endzone Club	Assistant Football Coach
David Watson	NTE \$3,000.00	Oakland High	Oakland Endzone Club	Assistant Football Coach
Mitzi Wilson (6)	NTE \$2,500.00	Oakland High	School Funds-Football	Bus Driver
Kevin Wright (6)	NTE \$1,300.00	Oakland High	School Funds-Variou	Bus Driver
Chris Biggs (6)	NTE \$4,000.00	Riverdale High	School Funds-Variou	Bus Driver
Matt Crossley	NTE \$1,000.00	Riverdale High	Riverdale Band Boosters	Band Camp/Summer work
Josh Haley	NTE \$800.00	Riverdale High	School Funds-Boys Basketball	Basketball weights

Tiffany Phillips (6)	NTE \$2,000.00	Riverdale High	School Funds-Various	Bus Driver
Katie Reiff	NTE \$2,000.00	Riverdale High	Riverdale Softball Boosters	Assistant Softball Coach
Bryan Staats (6)	NTE \$4,000.00	Riverdale High	School Funds-Various	Bus Driver
Kevin Woodson (6)	NTE \$4,000.00	Riverdale High	School Funds-Various	Bus Driver
Greg Baughn (6)	NTE \$5,000.00	Rockvale High	School Funds-Various	Bus Driver
David Givens (6)	NTE \$5,000.00	Rockvale High	School Funds-Various	Bus Driver
Kevin Jones (6)	NTE \$5,000.00	Rockvale High	School Funds-Various	Bus Driver
Scott Kinney	NTE \$500.00	Rockvale High	School Funds-Band	Brass Sectionals
James Nelson (6)	NTE \$5,000.00	Rockvale High	School Funds-Various	Bus Driver
Bradley Johnson	NTE \$1,000.00	Rocky Fork Middle	School Funds-Boys Basketball	Assistant Boys Basketball Coach
Tommy Entrekin (6)	NTE \$5,000.00	Siegel High	School Funds-Various	Bus Driver
Patricia Evans (6)	NTE \$5,000.00	Siegel High	School Funds-Various	Bus Driver
Henry Fields	NTE \$4,000.00	Siegel High	Various School and Outside Groups	Building Supervision/Run technical equipment
Henry Fields	NTE \$500.00	Siegel High	School Funds-Various	Announcing/Sound Engineer/Run Scoreboard
Henry Fields	NTE \$1,500.00	Siegel High	School Funds-Baseball	Off-Season field maintenance
Sarah Green	NTE \$1,000.00	Siegel High	School Funds-Football + Boys and Girls Basketball	Ticket Taker/Seller/Ticket Manager for Football + Basketball
Dallas Hill	NTE \$500.00	Siegel High	School Funds-Football	Scoreboard Operator

Dallas Hill	NTE \$5,000.00	Siegel High	Various School and Outside Groups	Supervise groups in building + run light board
Dallas Hill	NTE \$2,500.00	Siegel High	School Funds-Admin	Bus Duty
Jay Seals	NTE \$1,000.00	Siegel High	Volleyball Boosters	Scorekeeper
Monica West	NTE \$2,500.00	Siegel High	School Funds-Volleyball	Assistant Volleyball Coach
Solomon Afful	NTE \$3,000.00	Blackman High	School Funds-Track & Field	Assistant Track & Field Coach
Michael George	\$20/lesson	Blackman Middle	School Funds-Band	Private Lessons
Tonya Lawson	\$25/lesson	Blackman Middle	School Funds-Band	Private Lessons
Maureen Moeller	\$20/lesson	Blackman Middle	School Funds-Band	Private Lessons
Wilson Sharpe	\$20/lesson	Blackman Middle	School Funds-Band	Private Lessons
Ian Alward	NTE \$5,500.00	Oakland High	School Funds-Band	Teaching percussion section
Russell Clark	NTE \$500.00	Oakland High	Oakland Endzone Club	Assistant Football Coach
Alexandria Johnson	NTE \$2,000.00	Oakland High	Oakland Girls Basketball Boosters	Assistant Girls Basketball Coach
Joshua Moulder	NTE \$2,500.00	Oakland High	School Funds-Choir	Teaching and assistant teaching in music programs
Carson Perry	NTE \$3,000.00	Oakland High	Oakland Swim Boosters	Assistant Swimming Coach
Madison Schrock	NTE \$750.00	Oakland High	School Funds-Girls Soccer	Assistant Girls Soccer Coach
Justin Wade	NTE \$1,000.00	Oakland High	Oakland Endzone Club	Assistant Football Coach
Jackson Ayers	NTE \$1,500.00	Riverdale High	Riverdale Band Boosters	Drum Tech
Nathan Hargis	NTE \$1,000.00	Riverdale High	Riverdale Band Boosters	Band Staff-Fall
Jordan Peyton	NTE \$1,900.00	Riverdale High	Riverdale Cheer Boosters	Assistant Cheer Coach
Kelsey Woodruff	NTE \$1,500.00	Riverdale High	Riverdale Softball Boosters	Administrative Field Maintenance

Curtis Vanzandt	NTE \$10,000.00	Rockvale High	School Funds Band	Private Saxophone Lessons
Austin Barry	NTE \$3,000.00	Siegel High	Siegel Band Boosters	Assisting with teaching
Eric Bonner	NTE \$1,200.00	Siegel High	School Funds-Boys Basketball	Assistant Boys Basketball Coach
Hayli Meeks	NTE \$1,500.00	Siegel High	Siegel Girls Soccer Boosters	Assistant Women's Soccer Coach
Lauren Patterson	NTE \$2,000.00	Siegel High	Siegel Band Boosters	Electronic Engineer/Pit Instructor
Benjamin Shaw	NTE \$3,000.00	Siegel High	Siegel Band Boosters	Visual Coordinator
Holly Smith	NTE \$5,000.00	Siegel High	Siegel Band Boosters	Private Horn Lessons
Elizabeth Bullen	NTE \$15,000.00	Stewarts Creek High	School Funds Band + Band Boosters	Color Guard Instruction
Jonathan Conley	NTE \$2,500.00	Stewarts Creek High	School Funds-Cross Country + Track	Assistant Cross Country + Track Coach
Bailey Mason	NTE \$2,000.00	Stewarts Creek High	School Funds-Volleyball	Assistant Volleyball Coach
Allison Meek	NTE \$15,000.00	Stewarts Creek High	School Funds Band + Band Boosters	Color Guard Instructor
Voyn Hogan (2)	Hourly	LaVergne Middle	Various Outside and School Groups	Additional Custodial work for the 2019/2020 school year
Carlos Soto (2)	Hourly	Stewarts Creek Elementary	Various Outside and School Groups	Additional Custodial work for the 2019-2020 school year
Lynn Dunlap (2)	Hourly	Stewarts Creek High	Various Outside and School Groups	Additional Custodial work for the 2019-2020 school year
Kerry Malone (2)	Hourly	Stewarts Creek High	School Funds-Football + Basketball	Announcer for Football + Basketball
Margorie Cameron (2)	Hourly	Stewartsboro	Various Outside and School Groups	Additional Custodial work for the 2019-2020 school year
Cindy Warrick (2)	Hourly	Stewartsboro	Various Outside and School Groups	Cleaning after use of facilities

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.

G. 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>
Ian Alward	Oakland High School	Band
Jackson Ayers	Riverdale High School	Band
Austin Barry	Siegel High School	Band
Elizabeth Bullen	Stewarts Creek High School	Band
Michael George	Blackman Middle School	Band
Nathan Hargis	Riverdale High School	Band
Jacob Hendley	Central magnet School	Guitar Inst.
Tonya Lawson	Blackman Middle School	Band
Allison Meek	Stewarts Creek High School	Band
Maureen Moeller	Blackman Middle School	Band
Joshua Moulder	Oakland High School	Band
Lauren Patterson	Siegel High School	Band
Wilson Sharpe	Blackman Middle School	Band
Benjamin Shaw	Siegel High School	Band
Holly Smith	Siegel High School	Band
Curtis Vanzandt	Rockvale High School	Band
Diana Skoropat	Stewarts Creek High School	Swimming
Daniel Reissner	Riverdale High School	Swimming
Kyle Tilghman	Smyrna High School	Baseball
Cynthia Denise Harrell	Whitworth-Buchanan MS	Archery
Justin Wade	Oakland High School	Football
Steven Music	Stewarts Creek High School	Tennis
Jody Hobbs	Blackman High School	Archery
Jodone Harris	Blackman High School	Dance
Soloman Afful	Blackman High School	Track
Eric Bonner	Siegel High School	Basketball/Boys
Jeffrey Hite	Wilson Elementary	Archery
Alexandria Johnson	Oakland High School	Basketball/Girls
Kyle Mooney	Smyrna High School	Baseball
Andres Irarrazabel	Riverdale High School	Basketball/Boys
Michael Bannister	Stewarts Creek High School	Football

Christine Cranton	Buchanan Elementary	Archery
Mike Farmer	Buchanan Elementary	Archery
Camilla Leverette	Buchanan Elementary	Archery
Taylor Tickner	Siegel High School	Wrestling
Preston Hurley	Siegel High School	Softball
Steven Craig	Siegel High School	Wrestling
Jerry Gardner	Rockvale Middle School	Softball
Terri Frazier	Rockvale Middle School	Basketball/Girls
Lucas Williams	Stewarts Creek High School	Football
Christina Traughber	Thurman Francis	Cross Country
Ben Baldwin	Rock Springs Middle School	Football
Karim Pankey	Oakland High School	Football
Kara Stoecker	LaVergne High School	Volleyball
Meredith Prater	Rocky Fork Middle School	Soccer
Riley Weaver	Rockvale High School	Swim
Madison Schrock	Oakland High School	Soccer
Krista Murphree	Thurman Francis	Cheer
Brett Hoehn	Riverdale High School	Swimming
Marqus Johns	Oakland Middle School	Basketball/Boys

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

6. VISITORS

7. RECOGNITIONS

2019-2020 Reward School Recipients:

- **Barfield Elementary School**
- **Cedar Grove Elementary School**
- **Central Magnet School**
- **H. P. Campus School**
- **John Colemon Elementary School**
- **Kittrell Elementary School**
- **LaVergne Middle School**
- **Rock Springs Elementary School**
- **Rockvale Middle School**
- **Rocky Fork Middle School**
- **Stewartsboro Elementary School**
- **Stewarts Creek Elementary School**
- **Stewarts Creek Middle School**
- **Thurman Francis Arts Academy**

8. TRANSPORTATION

Pursuant to Section 16.1 of the Rutherford County Board of Education Bus Contract, the Transportation Dept. has received a letter dated 8/27/2019 from Casey Leonard, part owner of C&G LLC, contractor of bus #232, requesting voluntary termination of his contract with the Board. He has requested that the contract be awarded to his business partner Gregg Brown who owns the bus, is the primary driver, and handles all bus related work. The Transportation Dept. has 3 years of good standing with Gregg Brown and is prepared to award this contract to him if approved.

Recommended Approval---motion to approve voluntary transfer of the Bus Contract from C&G Busing LLC, bus #232, to Gregg Brown effective as soon as possible.

Pursuant to Section 3.8 of the Rutherford County Board of Education Bus Contract, the Transportation Dept. has received a letter dated 8/19/2019 from Brenda Sanders requesting approval to replace her 25- passenger (1 wheelchair capacity) special education bus that was totaled in a non-preventable accident with a 31-passenger (2 wheelchair capacity) special education bus. The Transportation Dept. supports this request because the additional wheelchair space will reduce the miles on the route caused by making additional trips.

Recommended Approval---motion to approve the 31-passenger special education bus for Brenda Sanders effective immediately.

9. SPECIAL EDUCATION AGREEMENTS (TAB 2)

1. Contractual Agreement with Peabody College of Education Human Development of Vanderbilt University:

The contract with Peabody College of Education Human Development of Vanderbilt University is for training on teaching gifted learners through a variety of professional development sessions. The total cost not to exceed \$26,250.00 during the 2019-2020 school year and will be paid from grant funds for the Gifted Education Cluster Grouping Project.

Recommended Approval---motion to approve the Contractual Agreement with Peabody College of Education Human Development of Vanderbilt University. Not to exceed \$26,250.00 during the 2019-2020 school year. Paid from Grant Funds for the Gifted Education Cluster Grouping Project.

2. Purchase of student licenses and training for EASY CBM progress monitoring using IDEA Discretionary Supplemental Funds.

The Following items have been budgeted for using IDEA Discretionary Supplemental Funds. These licenses are to be used for students with disabilities.

- 1. \$13,545.00 for student software licenses for progress monitoring.**
- 2. \$2,800.00 for In-service/staff development to train on using the progress monitoring tool.**

Recommended Approval---motion to approve purchase of EASY CBM licenses and professional development for use with students with disabilities not to exceed \$16,345.49 to be paid from IDEA Discretionary Supplemental Funds during the 2019-2020 school year.

10. APPROVAL OF INSTRUCTIONAL SOFTWARE

Purchase of Instructional Testing Software-The Instruction Department is requesting approval for the purchase of LAS Links Assessment software to support our English Language Learners. The cost of the software is \$24.75 per student. The assessment software will provide students the opportunity to participate in benchmark assessments that model the English Language Proficiency Assessment required for all direct serve English Language Learners. This software is needed so that our teachers can best support the language acquisition needs of our EL students and respond accordingly based on the assessment data. Additionally, ELPA is a high stakes assessment that is included as a component of district and school accountability in Tennessee.

Recommended Approval---motion to approve the purchase of the LAS Links assessment software at a cost of \$24.75 per student for use with all direct serve EL students in middle and high school in Rutherford County. The total cost of the software is estimated at \$30,000. High School cost is estimated at \$17,500 for 705 students and Middle School cost is estimated at \$12,500 for 505 students.

11. 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.

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

*Boy Scouts	Sign-Ups & Meetings (BCE & CGE)
*Cub Scouts	Parent Night & Meetings (BhES, CGE, SCE & SbES)
*Girl Scouts	Meetings (Barfield, BMS, BCE, Buchanan ES, CGE, DYE, RvES, SgMS, WHES, MES, RSE, & SbES)
*Child Evangelism Fellowship	Good News Club Afterschool Program (Lascassas)
*Japanese Supplementary School MdTN	Field Day (Barfield ES)
Ruth. Co. Sherriff's Office TWRA & RCS	TN Boaters Ed Course (RFES)
Homes for Our Troops	Shuttle location for key ceremony (WBMS)
Engineering for Kids	STEM enrichment after-school classes (McSE)
RCS K-5 Choir Fest	K-5 Choir Clinic & Performance (WBMS-participating schools: Kittrell, Blackman ES, Buchanan ES, & Christiana ES)
*no fee in lieu of in-kind contribution outlined in a MOU, subject to approval of policy revisions and MOU provisions; fee will be assessed retroactively if policy denied	

Note: Facility use for 9/05/19 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.

12. FACILITIES (TAB 3)

A. Professional Construction and Design Related Services

In the past Engineering and Construction has recommended Professional Service firms based on jobs or for a certain project. We would like to begin a proves of yearly bringing these firms back for your information and approval. Most of these firms have been working for RCS for many years and have always done an excellent job. However, from time to time we have need for more than one firm for a particular area and would also like to recommend a couple in that category as well. The following firms are recommended for approval:

GEOTECHNICAL INVESTIGATION & CONSTRUCTION MATERIAL TESTING

ECS Southeast, LLP
Collier Engineering
Goodwyn Mills and Cawood

SURVEYING

Collier Engineering
Byrd Surveying
Site Engineering Consultants

STRUCTURAL STEEL TESTING

Billy Melton

CIVIL DESIGN

Barge Cauthen & Associates
Site Engineering Consultants

ARCHITECTURAL DESIGN SERVICES

Binkley Garcia Architecture and Interior Design
OHM Advisors

MPE SERVICES

IC Thomasson and Associates
Harpeth Park Engineering, LLC

AERIAL DRONE SERVICES

Southern Skies Drone Services

Recommended Approval---motion to approve the Professional Service Providers listed.

B. Professional Design Services for Central Magnet School HVAC Upgrade

Harpeth Park Engineering has presented a design services proposal for the mechanical, plumbing and electrical work required to replace the HVAC system and the lighting to LED. Lighting proposal is design services only, while the HVAC is design, bid and construction oversight. Per the fee proposal dated August 8, 2019 for \$85,000.00 for design and bid documents. Engineering and Construction recommends a Not to Exceed contract of \$100,000.00. This price reflects a fee of approximately 2.5% of budgeted cost.

Recommended Approval---motion to approve Harpeth Park Engineering's proposal for \$100,000.00 for design services for the Central Magnet HVAC renovation and LED lighting design.

C. Rocky Fork Elementary

R. G. Anderson has completed the work for Rocky Fork Elementary and has submitted deductive Change Order #3 in the amount of -\$271,933.63. This brings the final contract amount to \$28,004,447.81. Engineering and Construction has reviewed this final Change Order and recommends approval.

Recommended Approval---motion to approve Change Order #3 for a credit of \$271,933.63 as presented.

D. Tan Oaks Civil Design Fees

Binkley Garcia Architecture and Interior Design has submitted a fee proposal for the civil design work for the Tan Oaks three school complex. This fee is \$240,000.00 and is consistent with their present fee structure. We will be bringing the design services fee for the elementary school in the next few meetings. Engineering and Construction has reviewed this proposal and finds it acceptable.

Recommended Approval---motion to approve Binkley Garcia fee for civil design services for \$240,000.00.

E. Tan Oaks Preliminary Schedule Draft

The attached design schedule is for your information and we can answer any questions that you may have.

F. Smyrna High School Fountain

Dr. Sherri Southerland is requesting to repurpose the fountain in front of the school. The plumbing for the fountain has become problematic. The school, along with Smyrna Ready Mix, have requested to cap the water lines and turn the fountain into a flowered landscape piece. Engineering and Construction has reviewed this request and finds it acceptable.

Recommended Approval---motion to approve the request to repurpose the fountain at Smyrna High School

G. Smyrna High Football Turf Committee

Dr. Sherri Southerland is requesting permission to form a committee to explore the funding options for the installation of a turf football field. At this time, it is exploratory in nature and SHS will come back to the Board prior to moving forward.

Recommended Approval---motion to approve the formation of a fund-raising committee by SHS for the purpose of funding a turf football field.

H. HVAC Position Reclassification

The energy Management Position was originally set up and funded through a grant to oversee the installation of our Building Automation System. The implementation of this program is coming to an end and the grant is no longer available. This position needs to modify to meet the needs of the HVAC

Department. The position has been combined with a level 6 Tech Position. With the two positions combined it now has the responsibility of both a Lead Tech position and the Building Automation Maintenance position. This position requires the knowledge of both positions and will remain a 6.5 level. HR has recommended that we request approval since this is a position change in classification.

Recommended Approval---motion to approve the position reclassification from Energy Manager to HVAC Technician/Controls Technician.

I. Buchanan Elementary Sewer

Buchanan Elementary has the only stand-alone sewer system in our system. This system is permitted until 2021. To get this permitted again will require a large amount of money and we will continue to have to maintain and test it. There are two options open to RCS. One is an onsite sand filtration system. This would require the use of the area where the baseball field is now and not our first choice. The second option is to build a pump station and pump the sewer to the manhole on the Maples Project (see drawing exhibit). Engineering and Construction recommend this option.

Recommended Approval---motion to approve moving forward with design drawings to allow us to bid the project next spring and list as a Building Program or Capital Project for 2020-2021.

J. Eagle Scout Project at Stewarts Creek

Clark Endsley, a senior student at Stewarts Creek High School, is requesting to do his Eagle Scout Project on the campus at Stewarts Creek. Clark is proposing to build dugouts on the soccer field like Central Magnet. This project will be at no cost to the Board and has the approval of the middle and high school. Engineering and Construction will coordinate the project with Clark and his parents.

Recommended Approval---motion to approve the Eagle Scout Project for dugouts at the Stewarts Creek Soccer Field at no cost to the Board.

K. 2020-2021 Preliminary Capital Projects List (For Information Only)

As we move throughout the year, Engineering and Construction will periodically bring to the Board a work in progress Capital Projects List for review, comments and questions.

13. POLICY COMMITTEE RECOMMENDATIONS (TAB 4)

The Policy Committee met on August 8, 2019. The following list of policy changes have been recommended for adoption by the Board, and such adoption shall require two readings by the Board. A change to Policy 3.206, Community Use of Facilities was discussed at the Policy Meeting, but in light of additional legal research, that version of the Policy has been taken off notice.

1. Policy 1.101: Role of the Board of Education

Policy 1.101 is amended with a full rewrite to reflect the TSBA's suggested language. The TSBA noted frequent questioning from Boards and the community regarding the Board's legal authority. This rewrite specifically clarifies the legal authority the Board possesses rather than listing generalized powers.

2. Policy 1.406: Minutes

Policy 1.406 has been updated to add a reference to Public Acts of 2019, Chapter No. 248, which clarified that minutes may be posted online.

3. Policy 1.803: Tobacco and Vape-Free Schools

Policy 1.803 is amended to clarify that school employees and members of the public cannot smoke or vape on school grounds under Tennessee Law.

4. Policy 1.804: Alcohol and Drugs in the Workplace

Policy 1.804 is updated to reflect the TSBA's proposed policy. This adds definitions of "workplace", "illegal drugs", "unauthorized drugs", and "alcohol". It also clarifies the authority the Director of Schools has in determining discipline for employees that violate the policy.

5. Policy 2.403: Surplus Property Sales

Policy 2.403 is updated to reflect a law change raising the threshold for items that may be declared surplus property from \$250 to \$500, and removing the requirement the property be sold in ninety days.

6. Policy 2.805: Purchasing

Policy 2.805 is updated to reflect the use of a designee for purchasing, add guidance on online purchasing, and update terminology.

7. Policy 2.8051: Credit Cards/Credit Lines

Policy 2.8051 is proposed as a full replacement for the previously-existing policy. The previous edition has not been updated since 2012. The new proposed language is the TSBA model language. The previous guidance has been moved to a proposed procedure where details about internal operation are more appropriate.

8. Policy 3.202: Emergency Preparedness Plan

Policy 3.202 is updated to reflect a law change that clarified that all schools must have an AED. The requirement to produce written copies of emergency procedures to all staff, students, and parents is removed because it is not required, and the procedures can be made available online. Language requiring principals regularly check fire extinguishers was moved under the correct section header. Language directing procedures be created related to AED and CPR training has been added to mirror TSBA policy suggestions.

9. Policy 4.602: Grade Point Average (GPA) and Class Rank (9-12)

Policy 4.602 is updated to add back the method in which students from the graduating classes of 2020 to 2022 can earn valedictorian/salutatorian designations. This is the same method previously applicable to all classes. The graduating class of 2023 will need to meet the new method adopted by the Board in June 2019. The change is proposed to eliminate confusion on which standard applies.

10. Policy 4.605: Graduation Requirements

Policy 4.605 is updated to reflect the new law that requires all students pass the US civics test prior to graduation. The Special Education section has been updated to structure the requirements clearly, and added information about the Alternate Academic Diploma. Specific testing benchmarks are removed from the Early Graduation section. Duplicative language is deleted, and small organizational changes have been made.

11. Policy 4.700: Testing Programs

Policy 4.700 is updated to include TNReady and EOC grade percentages for the 2019-2020 school year and beyond. Interest Inventory and Career Assessment guidance is added in light of a recent law change. Small language changes and headers are added to align the policy to the TSBA model policy and to add clarity.

12. Policy 5.200: Separation Practices for Tenured Teachers

Policy 5.200 is amended by adding a third ground to when it is permissible to break a contract, and updating the requirement to report breaches from the Commissioner of the Department of Education to the State Board of Education based on a new law.

13. Policy 5.201: Separation Practices for Non-Tenured Teachers

Policy 5.201 is amended by adding a third ground to when it is permissible to break a contract, and updating the requirement to report breaches from the Commissioner of the Department of Education to the State Board of Education based on a new law.

14. Policy 5.302: Sick Leave

Policy 5.302 is amended to reflect the changes agreed upon in the memorandum of Understanding formed by the collaborative conferencing process. Bereavement leave is increased from two to three days, and the familial relationships are expanded to include step family and foster children. One day may be taken for deaths of cousins, aunts, uncles, nieces, or nephews, and additional days may be taken as sick days with principal permission.

15. Policy 5.303: Personal and Professional Leave

Policy 5.303 is amended to reflect the changes agreed upon in the Memorandum of Understanding formed by the collaborative conferencing process. A process for allowing personal days to accrue based on a certified employee's years of service is added.

16. Policy 6.2011 Voluntary Pre-K Attendance

Policy 6.2011 is updated to reflect contact information for the new District Voluntary Pre-K Contact.

17. Policy 6.308: Bus Safety and Conduct

Policy 6.308 is updated to reflect a change in the law requiring adoption of a policy establishing a retention period for, and mechanism for parents/guardians to view, bus videos.

18. Policy 3.218: Service Animals in District Facilities

Policy 3.218 add procedures for service animals on school properties. The policy is directly in line with the regulations of the Americans with Disabilities Act, and it is verbatim the model policy of the TSBA.

19. Policy 4.206: Homebound Instruction

Policy 4.206 sets out the basic requirements for homebound instruction. RCS already offers homebound services, but it has not formally adopted a policy. This is the TSBA's model policy.

20. Policy 5.308: Sabbatical Leave

Policy 5.308 is created to reflect a proposal agreed upon in the Memorandum of Understanding formed by the collaborative conferencing process. This policy creates an opportunity for employees to take up to one year of sabbatical leave for full-time educational purposes.

21. Policy 6.506: Students from Military Families

Policy 6.506 is a newly-proposed policy from the TSBA. The policy creates one central location for provisions that apply to students from military families. The attendance policy is restated from Policy 6.200 Attendance, and language related to a new law requiring enrollment of students being relocated through the military to the district.

Recommend Approval---motion to approve the above listed policies as recommended by the Policy Committee on first reading.

SECOND ITEM

Policy Change Proposal: Policy 3.206 Community Use of Facilities

In order to ensure equal access to facilities by non-profit organizations in the Rutherford County Community, the attached amendment to Policy 3.206 is recommended to this Board for adoption on first reading. This language allows 501(3)(c) organizations to request to pay for use of facilities through in-kind services equal to or greater than the value of the fee that would have otherwise been imposed. The organization must obtain approval from the Director of Schools and enter into a written memorandum of Agreement to memorialize the proposed in-kind service.

Recommended Approval---motion to approve the amendment to Policy 3.206 as recommended by the Director of Schools on first reading.

- 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 August 15, 2019

Board Members Present

Jim Estes, Board Chairman

Coy Young, Vice-Chairman

Terry Hodge

Tiffany Johnson

Jeff Jordan

Lisa Moore

Tammy Sharp

Bill C. Spurlock, Director of Schools

1. CALL TO ORDER

The Board Chairman called the meeting to order at 5:00 P.M. Dr. Andrea Anthony led the Pledge to the Flag.

2. MOMENT OF SILENCE

The Chairman called for a moment of silence.

3. APPROVAL OF AGENDA

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

Vote: All Yes

4. APPROVAL OF CONSENT AGENDA

A. Minutes: July 25, 2019 Board Meeting

August 8, 2019 Policy Committee Meeting

B. Community Use of Facilities

C. Out of County Transfer Students (3)

D. Transportation: Bus #185 requesting voluntary termination of contract

Bus #223 requesting voluntary termination of contract

Bus #187 requesting voluntary termination of contract

Bus #161 requesting voluntary termination of contract
Bus #174 requesting voluntary termination of contract

Recommended Approval---motion to approve the voluntary termination of the above listed contracts effective as soon as possible.

E. Title I Amended Motion

Title I/Title II/SpEd

The contract with the Institute for Multi-Sensory Education was board approved on 5/10/19. Special Education Department request approval to be allowed to send participants to this training. Reimbursement for any participants from the Special Education Department will be made accordingly to Title I.

F. Title I Contracts

- 35 Hour - Title I Funded – Extended Contract at LaVergne Middle School (Karin Keener, Anastasia Parrish and Angela Hughes)**
- 35 Hour – Title I Funded – Extended Contract at LaVergne Middle School (Amber Hagadorn)**
- 35 Hour – Title I Funded – Extended Contract at Smyrna Elementary (Jill Lester)**

G. Routine Bids

Bid #3430 – Fire Alarm Replacements

Request to Purchase:

The Engineering and Construction Department would like to replace and update the Primary and Secondary Playgrounds at Eagleville School at a cost of \$125,256.35. To be purchased from Great Southern Recreation using TCPN/IPA Contract #R170304-303683. These are approved projects from Capital Project Funds.

H. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Richie Conner (6)	NTE \$15,000.00	Blackman High School	School Funds- Various	Bus Driver
Gregory Jones (6)	NTE \$5,000.00	Blackman High School	School Funds- Various	Bus Driver
Stacie Pappafotis	NTE \$500.00	Blackman High School	BHS Band Boosters	Band Camp- Sectionals

Antonio Sheffield (6)	NTE \$8,000.00	Blackman High School	School Funds- Various	Bus Driver
Richard Bolden (6)	NTE \$2,500.00	Eagleville	School Funds- General Athletics	Bus Driver
Chad Leeman (6)	NTE \$2,500.00	Eagleville	School Funds- General Athletics	Bus Driver
Christopher Lynch (6)	NTE \$2,500.00	Eagleville	School Funds- General Athletics	Bus Driver
Michael McCarran (6)	NTE \$2,500.00	Eagleville	School Funds- General Athletics	Bus Driver
Karyl Paul	NTE \$1,800.00	Eagleville	School Funds- HS Volleyball	Assistant Volleyball Coach
Francis Spintzyk	NTE \$5,000.00	Oakland Middle	Various Outdoor Groups	Site Director/Use of Facilities
Kristen Neu	NTE \$600.00	Rock Springs Middle	School Funds- Volleyball	Assistant Volleyball Coach
Brandon Britt	NTE \$800.00	Siegel High School	Siegel Football Boosters	Summer Program
Michael Copley	NTE \$5,000.00	Siegel High School	Siegel Football Boosters	Summer Program
Roger Haynes	NTE \$2,800.00	Siegel High School	Siegel Football Boosters	Summer Program + Mowing for 2019/2020
Brian Hodge	NTE \$2,700.00	Siegel High School	Siegel Football Boosters	Summer Program
Hunter Long	NTE \$3,000.00	Siegel High School	Siegel Football Boosters	Summer Program + Mowing for 2019/2020
Jared Neal	NTE \$2,000.00	Siegel High School	Siegel Football Boosters	Summer Program
Thomas Oliver	NTE \$1,700.00	Siegel High School	Siegel Football Boosters	Summer Program
Katie Racki	NTE \$8,000.00	Siegel High School	Siegel Band Boosters	Color Guard Director

Paul Roland	NTE \$1,300.00	Siegel High School	Siegel Football Boosters	Summer Program
Richard Lutz	NTE \$1,750.00	Smyrna High School	School Funds-Band	Band Camp
Lindsey Mears	NTE \$600.00	Smyrna High School	School Funds-Band	Band Camp
Ben Reagh	NTE \$1,500.00	Smyrna High School	School Funds-Band	Band Camp
Phillip Simpson	NTE \$600.00	Smyrna High School	School Funds-Band	Band Camp
Trent Anderson	NTE \$2,000.00	Smyrna Middle School	General Purpose School Funds	Field Maintenance
Dawn Barger (6)	NTE \$5,000.00	Stewarts Creek High	School Funds-Variou Clubs + Sports	Bus Driver
Debra Burton	NTE \$5,000.00	Stewarts Creek High	School Funds Band + Music Boosters	Band Camp-Summer (Marching) + Winter (Concert)
Thomas Chesnut	NTE \$5,000.00	Stewarts Creek High	School Funds Band + Music Boosters	Sectional Coaching
Michael Chester	NTE \$5,000.00	Stewarts Creek High	School Funds Band + Music Boosters	Band Camp-Summer (Marching) + Winter (Concert)
Angeline Hale	NTE \$5,000.00	Stewarts Creek High	School Funds Band + Music Boosters	Band Camp-Summer (Marching) + Winter (Concert)
Andrew Lynn	NTE \$5,000.00	Stewarts Creek High	School Funds Band + Music Boosters	Band Camp-Summer (Marching) + Winter (Concert)
Brenda Williams	NTE \$3,000.00	All Schools	Various School Groups	Piano Accompanist
Iva Sumner Guse	NTE \$2,000.00	Central Magnet	School Funds -HS Cross Country	Assistant HS Cross Country Coach
Timothy Pogue	NTE \$500.00	Central Magnet	School Funds- HS Girls Soccer	Assistant HS Girls Soccer Coach
Briana Meek	NTE \$7,000.00	Oakland High School	School Funds-Dance Team	Dance Team Choreographer
Shantel Perry	NTE \$6,000.00	Oakland High School	OHS Swim Boosters	Swimming Coach

Sydney Caldwell	NTE \$1,300.00	Riverdale High School	School Funds-Volleyball	Assistant Volleyball Coach
Megan Manning	NTE \$3,000.00	Riverdale High School	School Funds-Dance Team	Assistant Dance Coach
Julia Nolan	NTE \$12,000.00	Siegel High School	School Funds-Choir	Choreography
Deon Meadows	NTE \$750.00	Smyrna High School	School Funds-Football	Assistant Football Coach
Jason Tigg	NTE \$750.00	Smyrna High School	School Funds-Football	Assistant Football Coach
Pernell Whittaker	NTE \$750.00	Smyrna High School	School Funds-Football	Assistant Football Coach
Mary Braschler	NTE \$3,000.00	Stewarts Creek High	School Funds-Choir	Accompanist
Kathryn Frazier	NTE \$15,000.00	Stewarts Creek High	School Funds-Band + Music Boosters	Private Lessons + Sectional Coaching
Nathaniel O'Neal	NTE \$15,000.00	Stewarts Creek High	School Funds-Band + Music Boosters	Private Lessons + Sectional Coaching
Jayla Walker	NTE \$2,000.00	Stewarts Creek High	School Funds-Dance Team	Dance Team Coach
Traci Allen (2)	Hourly	Oakland Middle	Various Outside and School Groups	Additional Custodial work for the 2019/2020 school year
Perry Carter (2)	Hourly	Oakland Middle	Various Outside and School Groups	Additional Custodial work for the 2019/2020 school year
Michael Griffin Sr. (2)	Hourly	Oakland Middle	Various Outside and School Groups	Additional Custodial work for the 2019/2020 school year
Nathan Smotherman (2)	Hourly	Oakland Middle	Various Outside and School Groups	Additional Custodial work for the 2019/2020 school year
Tom Winkenwerder (2)	Hourly	Oakland Middle	Various Outside and School Groups	Additional Custodial work for the 2019/2020 school year
Delana Easley (2)	Hourly	All Schools	Various School Groups	Piano Accompanist

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.

I. 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>
Julia Nolan	Siegel High School	Choir
Kinsey Wilder	Rockvale High School	Swimming
Megan Manning	Riverdale High School	Dance
Richard Hughes	Blackman Middle School	Volleyball
John Lewis	Whitworth-Buchanan Middle	Football
Jayla Walker	Stewarts Creek High School	Dance
Michael France	Blackman Middle School	Basketball
Carson Perry	Oakland High School	Swimming
Brandon Taylor	Whitworth-Buchanan Middle	Baseball
William Fitzgerald	Thurman Francis Arts Academy	Tennis
Baily Mason	Stewarts Creek High School	Volleyball
Sarah Collier Smith	Central Magnet Middle School	Tennis
Kelly Marlin	Smyrna High School	Bowling
Kim Hackney	Stewarts Creek High School	Bowling
Erika Moss	Siegel High School	Volleyball
Doug Baily	Rockvale Middle School	Archery
Nicholas Peterson	Riverdale	Football
Doug Baily	Rockvale Middle School	Archery
Michael Potts	Kittrell Elementary	Archery

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

Vote: All Yes

5. BOARD OF DISTINCTION PRESENTATION

The Rutherford County Board of Education has again earned the Board of Distinction award from the Tennessee School Boards Association. To earn the award, the School Board members have to complete several tasks in specific categories of planning, policy, promotion, and board development. This is the fourth time the Board has earned the award.

The Board of Distinction Award was presented to the Board by Mr. Jimmie Garland, TSBA Mid-Cumberland District Director. Mr. Garland is a member of the Clarksville-Montgomery County School Board.

6. PROJECT ADAM UPDATE

Mr. Tim Tackett, Athletic Director, introduced an emergency drill that was demonstrated by our safety coaches.

Under the direction of Angel Carter, Vanderbilt Children's Hospital, RCS Safety Coaches have held mock emergency drills with several of our athletic teams. A similar mock emergency drill will be demonstrated, followed by a video of a recent drill at one of our schools.

7. VISITORS – No visitors.

8. RECOGNITIONS – No recognitions.

9. ATLAS PROGRAM MEMORANDA OF AGREEMENT

STARS (Students Taking a Right Stand) will provide a Master's Level Specialist to work with elementary ATLAS students and their parents in an effort to reduce chronic absenteeism and improve attendance of students experiencing homelessness.

Endure Athletics will provide after school and summer programming, including transportation, at no cost to students living in motels and shelters.

The Boys & Girls Clubs will provide summer programming in Smyrna and Murfreesboro at no cost to students who qualify for the ATLAS program. Because we pay for the summer programming, they also do not charge ATLAS students for after school care during the school year.

Motion made by Mrs. Johnson, seconded by Ms. Sharp, to approve the Memoranda of Agreement between STARS, Endure Athletics and The Boys & Girls Clubs and the ATLAS Program as presented.

Vote: All Yes

10. INSTRUCTION

Rutherford County Schools District requires teachers to earn twelve hours of Professional Development per year. Performance Matters provides access to and usage for K-12 Professional Development and data management. The software product will manage, record, and track professional development for all teachers of Rutherford County. Performance Matters will provide ongoing support and maintenance services for the site and products. The contract of \$45,000 includes subscription fees for each teacher and totals \$45,500 for the 2019-2020 school year.

This is \$6,900 less than the amount approved for the 2018-2019 school year as onsite training is not needed at this time.

Motion made by Mrs. Moore, seconded by Mr. Young, to approve \$45,500 for Performance Matters as the platform used to manage Professional Development in RCS. This is a renewal of the contract that was originally approved by the Board on 7/17/18.

Vote: All Yes

11. CARL D. PERKINS CAREER AND TECHNICAL EDUCATION ACT

The Carl D. Perkins Basic Grant – The Carl D. Perkins Career and Technical Education Act of 2006 is presented for approval for the funding period of July 1, 2019 – June 30, 2020. The grant is for \$642,469.82. The Carl D. Perkins Basic Grant provides funding for program improvement, travel, and staff development for our Career & Technical Education teachers.

Motion made by Mr. Jordan, seconded by Ms. Sharp, to approve the Carl D. Perkins Basic Grant for \$642,469.82 to provide funding for program improvement, equipment, travel and staff development for our Career & Technical Education teachers.

Vote: All Yes

The Carl D. Perkins Reserve Grant – The Carl D. Perkins Reserve Grant is a competitive grant process and we were awarded \$60,000 for the funding period of July 1, 2019 – June 30, 2020. This money will be used to pay for Capstone Industry Certifications and CTE equipment.

Motion made by Ms. Sharp, seconded Mrs. Johnson, to approve the Carl D. Perkins Reserve Grant for \$60,000 to provide funding for Industry Certifications and CTE Equipment.

Vote: All Yes

12. COORDINATED SCHOOL HEALTH CONTRACT WITH REGISTERED DIETICIAN MOU

Coordinated School Health Contract with Registered Dietician request to approve the contract for consultation services of a registered dietician per the Coordinated School Health grant requirements. The Dietician will be paid at the rate of \$25 per hour through CSH grant funds.

Motion made by Mrs. Moore, seconded by Mr. Young, to approve the Coordinated School Health Registered Dietician MOU as presented.

Vote: All Yes

13. 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.

NO REQUEST AT THIS TIME

Note: Facility use for 8/15/19 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.

14. CONTRACT AGREEMENT BETWEEN MTSU AND SIEGEL HIGH SCHOOL

MTSU seeks to be a Siegel High School sponsor. MTSU proposes a contract in which MTSU may sponsor activities and place advertising at Siegel High School. MTSU requests permission to place four signs across the top of the football Score Board, three bottom left signs on the back of the football stadium facing the parking lot, and one sign above each basketball gymnasium scoreboard. MTSU proposes a payment of \$5,000 a year for a total payment of \$25,000. The contract term will be until July 31, 2024. Either party may terminate the agreement prior to that date with thirty-days' notice.

Motion made by Mr. Jordan, seconded by Ms. Sharp, to approve the contract between MTSU and Siegel High School as presented.

Vote: All Yes

15. FINANCIAL MATTERS

1. Fund 177 – Capital Projects Amendment

To move project funds totaling \$380,000 from the “Major HVAC Components-Central Magnet” project to cover the cost of an emergency replacement of a deadline chiller at Blackman High School as well as a two-month rental of a temporary portable chiller for the school. See quote from Demand Mechanical for chiller replacement proposal.

Motion made by Mrs. Johnson, seconded by Ms. Sharp, to approve moving \$380,000 in funds within Fund 177 from the original approved list of planned capital projects to cover the emergency replacement of a chiller at Blackman High School.

Vote: All Yes

2. Fund 189 – Building Program 2019/20 Budget Amendment

To clean up line items in building programs to recognize actual costs within expenditure lines and to transfer funds between individual projects to cover small project overages. See Fund 189 Budget Amendment spreadsheet for detail.

Motion made by Mrs. Johnson, seconded by Mr. Young, to approve the project amendments as detailed in the Fund 189 Amendment Spreadsheet as presented.

Vote: All Yes

3. Cafeteria Fund – Cash Bank for 2019/20 School Year

The Centralized Cafeteria Fund 143 Petty Cash (Cash on Hand) amounts for each school nutrition location currently approved for \$13,100.00 for the sole purpose of making change. An additional \$30.00 is needed in the 2019/2020 school year for Oakland Middle School to be utilized in the annex. This will increase the total Petty Cash (Cash on Hand) amount to \$13,130.00.

Motion made by Mrs. Moore, seconded by Ms. Sharp, to approve The Centralized Cafeteria Fund 143 Petty Cash (Cash on Hand) amount from \$13,100.00 to \$13,130.00 to utilized in the Annex at Oakland Middle School as presented.

Vote: All Yes

4. Purchase of CTE Programmable Logic Controller Equipment

The CTE Department is requesting approval for the purchase of the Mechatronics Learning System – Siemens S7-1500 Programmable Logic Controller equipment for our existing 870 trainer stations. The upgrade is for 11 PLC machines at \$6,635.00 each totaling \$72,985.00. This upgrade is required to continue the Mechatronics program for the next five years.

Motion made by Mrs. Johnson, seconded by Mr. Jordan, to approve the purchase of the Mechatronics Learning System – Siemens S7-1500 Programmable Logic Controller equipment for our existing 870 trainer stations. The upgrade is for 11 PLC machines at \$6,635.00 each totaling \$72,985.00. This upgrade is required to continue the Mechatronics program for the next five years. To be funded through GPS.

Vote: All Yes

16. FACILITIES

Transportation:

The Transportation Department has proposed to remove the language requiring bus contractors to furnish a notarized affidavit for compensable miles. To be in compliance with Article 17 of the Bus Transportation Services Contract, the following addendum is proposed: Section 6.5 Mileage Verification. Mileage specified in this Contract is approximate mileage and must be verified by the Contractor immediately after the school term begins. Once the actual mileage has been checked and verified by the Contractor and Transportation Director, the mileage compensation shall be adjusted to that mileage. Contractor shall furnish the Board with a signed affidavit of the total compensable miles traveled.

Motion made by Mr. Jordan, seconded by Mrs. Johnson, to approve the Amendment to Section 6.5 as presented.

Vote: All Yes

17. INSURANCE UPDATE – No report at this time. The next Insurance meeting is Thursday, August 29.

18. DIRECTOR’S UPDATE

Mr. Spurlock praised our fourteen Reward Schools’ teachers and administration. He stated that more discussion on this will come at a later date.

19. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE – No report.

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

21. GENERAL DISCUSSION – There was no general discussion.

There being no further business, the meeting adjourned at approximately 6:15 P.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

September 5, 2019

APPROVED FOR EXEMPTION

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

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

*Boy Scouts	Sign-Up & Meetings (BCE & CGE)
*Cub Scouts	Parent Night & Meetings (BhES, CGE, SCE& SbES)
*Girl Scouts	Meetings (Barfield, BMS, BCE, Buchanan ES, CGE, DYE, RvES, SgMS, WHES, MES, RSE, & SbES)
*Child Evangelism Fellowship	Good News Club Afterschool program (Lascassas)
*Japanese Supplementary School MdTN	Field Day (Barfield ES)
Ruth. Co Sheriff's Office TWRA & RCS	TN Boaters Ed Course (RFES)
Homes for Our Troops	Shuttle location for key ceremony (WBMS)
Engineering for Kids	STEM enrichment after-school classes (McSE)
RCS K-5 Choir Fest	K-5 Choir Clinic & Performance (WBMS- participating schools: Kittrell, Blackman ES, Buchanan ES, & Christiana ES)

****no fee in lieu of in-kind contribution outlined in a MOU, subject to approval of policy revisions and MOU provisions; fee will be assessed retroactively if policy denied***

Note: Facility use for 9/5/19 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.**

Literacy First, LLC Agreement:

Tammy Seals will present three trainings to the staff at John Colemon Elementary:

1. Tammy Seals will present a 2-day workshop on September 25-26, 2019 showing how to implement and use guided reading in the classroom. The participants will learn about the different guided reading levels, how to use the assess, decide, and guide framework, and how to administer and use running records for instruction. On these dates, all ELA teachers will receive 7 hours of training with Tammy Seals.
2. *On November 19-20, 2019, Tammy Seals will return for a follow-up visit. She will do classroom walk thrus, model lessons, and give immediate feedback to teachers. The teachers will also learn about how to use assessments and grouping for guided reading lessons. On these dates, all ELA teachers will receive 3 hours of training with Tammy Seals. (These dates will be added upon approval of budget revision)*
3. *On April 7-8, 2020, Tammy Seals will return for a third follow-up visit. She will do classroom walk thrus, model lessons, and give immediate feedback to teachers. The teachers will also learn about the components, pace, and timing of the guided reading lesson. On these dates, all ELA teachers will receive 3 hours of training with Tammy Seals. (These dates will be added upon approval of budget revision)*

The total cost for all three trainings (6 days) is \$9700.00 for the presenter. John Colemon Title 1 funds will pay for 100% of the cost.

Motion to approve, a contract between Literacy First, LLC and the Rutherford County Schools for the following teacher training workshop.

**MEMORANDUM OF AGREEMENT BETWEEN
JOHN COLEMON ELEMENTARY SCHOOL AND
TAMMY SEALS, M.S.EdD**

WHEREAS, Tammy Seals, M.S.Ed seeks to provide guided reading support at John Coleman Elementary School.

WHEREAS, John Coleman Elementary School would directly benefit from Ms. Seals's expertise;

THEREFORE, in consideration of the mutual benefit to the parties, John Coleman Elementary School and Ms. Seals agree as follows:

1. Tammy Seals, M.S.Ed will ensure that she complies with all rules and regulations of John Coleman Elementary School and Rutherford County Schools, as well as all applicable federal, state, and local laws, statutes, ordinances, rules and regulations while observing in the classroom, including, but not limited to, the Family Educational Rights and Privacy Act of 1974 (FERPA). Violation of any rule, regulation, policy, procedure, or law may result in the termination of this agreement, and a discontinued allowance of observations at other Rutherford County Schools.
2. Ms. Seals agrees is to be compensated pursuant to the attached invoice provided by Ms. Seals.
3. Neither party shall assign this Agreement or enter into subcontracts for any of the work described herein without obtaining the prior written approval of the other party.
4. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
5. Both Parties hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either Party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. Both Parties shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue and jurisdiction for the resolution of any such disputes shall be in the State or Federal courts located in the state of Tennessee.

7. The District is a political subdivision of the State of Tennessee and, as such, its liability for injuries which may result from its performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, T.C.A. §§ 29-20-201, et seq. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.
8. The term of this Memorandum of Agreement shall terminate on May 29, 2020.
9. This Agreement represents the entire Agreement with respect to the subject matter herein.

In Witness Whereof, the duly authorized officers of the parties hereto have executed this Memorandum of Agreement.

Signature of RCS Representative

Date

Tammy D. Seals 8-20-19

Signature of Tammy Seals, M.S.Ed

Date



Literacy First and Teacher PD Quote

District/School Name: John Coleman Elementary

Address: 1098 Espey Dr.

City, State, Zip: Smyrna, TN 37167

Contact Person: Allison Ragan (Coach) **Phone:** (615) 904-6740 ext. 26515 or
Cell number (601)-270-6845

Initial Guided Reading PD Rollout			
Date:	Hours	Services	Book Rollout/PD
September 24th	Contracted School Hours	Initial Guided Reading Roll out Training	\$1,850
September 25th	Contracted School Hours	Initial Guided Reading Roll out Training	\$1,850
Total			\$3,700

Please Make Check Payable to:

Literacy First, LLC

134 Coquina Bay Dr.

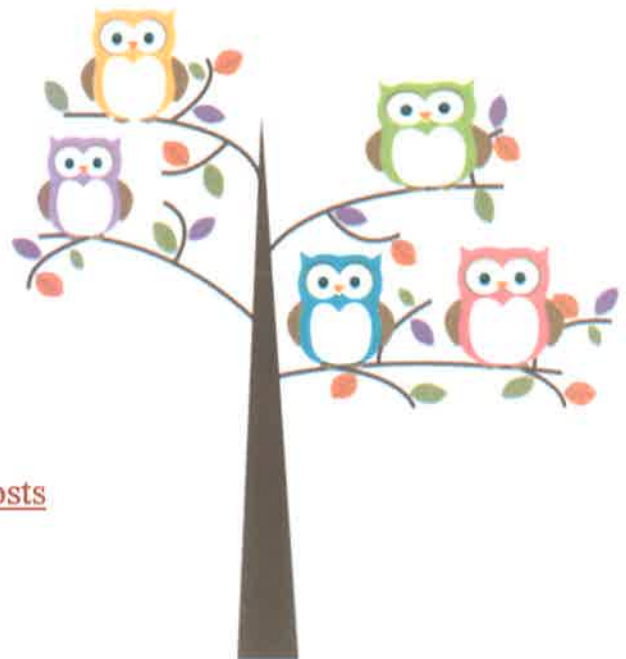
Saint Petersburg, Fl. 33705

(727) 504-2750

EIN # 82-1708428

Additional Notes:

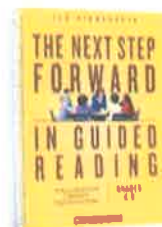
Total Cost is all-inclusive: I arrange and pay all costs
for travel, flight, car rental, hotel, and meals.



Recommended Follow-up Trainings and Support:

Follow-up Visit		Next Steps/Focus	# Days	Cost (\$1,500/day)
Sept.-Dec.	1	Assessments, Grouping, Model Lessons	2/3	\$3,000/4,500.
	2	Timing, Pace, Lesson Components, Model Lessons	2/3	\$3,000/4,500.
	3	Progress Monitoring, Model Lessons	2/3	\$3,000/4,500.
Jan.-May	4	Word Study Scope and Sequence, Mid-yr Assessments, Model Lessons	2/3	\$3,000/4,500.
	5	Guided Writing Progress/Expectations, Model Lessons	2/3	\$3,000/4,500.
	6	Comprehension Scope and Sequence w/Scaffolds, Model Lessons	2/3	\$3,000/4,500.

Purchasing The Next Step Forward in Guided Reading
(Jan requires each teacher to have the book)



(Amazon.com \$29.24):

https://www.amazon.com/Next-Forward-Guided-Reading-Assess-Decide-Guide/dp/1338161113/ref=sr_1_1?ie=UTF8&qid=1493908290&sr=8-1&keywords=next+step+forward+in+guided+reading+by+jan+richardson

(Scholastic.com \$38.99):

<https://www.scholastic.com/teachers/books/next-step-forward-in-guided-reading-the-by-jan-richardson/>

Belhaven Consulting Inc. Agreement:

Graham Fletcher will present one training to the staff at John Colemon Elementary:

1. Graham Fletcher will present a workshop on January 6, 2020 showing how to plan and implement mathematics instruction and problem solving in the classroom. The participants will identify ways in which problem-based lessons can be used as formative assessment to monitor student growth. The participants will also connect 3-act tasks to conceptual learning and application, and the role they play in modeling with mathematics. On this date, all math classroom teachers and interventionists will receive 3 hours of training with Graham Fletcher.

The total cost for the training day is \$5750.00 for the presenter. John Colemon Title 1 funds will pay for 100% of the cost.

Motion to approve, a contract between Belhaven Consulting Inc. and the Rutherford County Schools for the following teacher training workshop.

Belhaven Consulting Inc.
Graham Fletcher
151 Antoinette Avenue
McDonough, GA 30252
404-290-9571
gfletchy@gmail.com

PROPOSAL FOR JOHN COLEMAN ELEMENTARY SCHOOL

Description of Services

Participants will:

- Engage in grade appropriate 3-act tasks and understand how the implementation of low-entry, high-scalability tasks can be used to reach all students.
- Explore the use of 3-act tasks as regular practice. Participants will identify when and how these lessons can be used throughout the scope of a unit.
- Understand how problem-based lessons can be used within the instructional framework (opening, work session, close), and the purposeful moves required to orchestrate an effective closing session.
- Identify ways in which problem-based lessons can be used as formative assessment to monitor student growth.
- Connect 3-act tasks to conceptual learning and application, and the role they play in modeling with mathematics.
- Content development focus:
 - K-2: Addition and subtraction in the areas of numbers and operations in base ten
 - 3-6: Multiplication in the areas of numbers and operations in base ten

Date and Time

- January 6th, 2019
- Time: 8:00-3:00 (1-hour lunch)

Location

John Coleman Elementary School
1098 Espey Dr, Smyrna, TN 37167

Attendees

- Sessions will include homeroom teachers, instructional coaches, administrators from school and district
- Maximum number of participants – TBD

Resources

- A list of resources and handouts for photocopying will be submitted 14 days before the presentation date.
- I anticipate needing the following resources during my presentation:
 - LCD projector with VGA cable connection
 - Speakers to connect to laptop
 - Chart paper with markers
 - Scissors, name tags, glue, blank paper, highlighters, Post-its

Payment

- Total fee \$5750 (*all-inclusive rate*)
- Payment is due within 60 days of invoice date.

Rescheduling Policy

If this engagement is rescheduled, no penalty is incurred other than the client paying for any non-refundable travel expenses.

Agreement

I agree with the terms and descriptions as listed on page 1 and 2 of this contract.

School/District Representative:

Name: _____

Signature: _____

Date: _____

Graham Fletcher: _____

Date: _____

Please sign, scan, and email a copy of this contract to gfletchy@gmail.com for confirmation.



Title I-D Funded - Extended Contract at Cedar Grove Residential Treatment Center

Ashley Polk will complete 3 extended contracts – Fall 2019, Spring 2020, Summer 2020:

- 1) Ashley Polk will be conducting an extended contract in which she will serve as an after school vocational liaison to the students of Cedar Grove Residential Treatment Center. She will carry out various CTE services for the students. She will organize and transport student to job interviews, college and company tours, HlISET testing, Military and Job Corp recruit consultations. This service will assist the students in being prepared for post-secondary education and/or the work force. These services will also aid in the transition of these students upon release from the center.
- 2) Dates of the extended contract are:
 - *Fall Semester 2019: 40 days, 2 hours per day at a rate of \$22.18 per hour = \$1774.40
 - *Spring Semester 2020: 40 days, 2 hours per day at a rate of \$22.18 per hour = \$1774.40
 - *Summer Semester 2020: 20 days, 2 hours per day at a rate of \$22.18 per hour = \$887.20

The total cost for all 3 contracts is \$4436.80. The Cedar Grove Residential Treatment Center Title I-D funds will pay for 100% of the cost for this contract.

Motion to approve, 3 extended contracts with Ashley Polk and the Rutherford County Schools.

Title I-D

RUTHERFORD COUNTY

Title I-D

EXTENDED CONTRACT APPLICATION

Upon approval, this application becomes your contract

Fall ~~Spring~~ Semester

*Name: Ashley marie Polk
First Middle Last

*School Assigned: Cedar Grove Residential Treatment Center

*School Phone: 615-895-9550

*School E-mail: ashley.polk@wnsinc.com

*Years of experience: 5

*Certification Areas: (By name) secondary education - Health

Circle type of contract requested:

1. Remediation:

- a. Description of services & proposed timeline for completion must be attached
- b. Monthly logs on required sheets must be submitted to the Title I Office unless otherwise noted on approval

2

Other: (briefly describe)

vocational instructor - college career ready - after school
(HiSET, ACT Prep, Job interviews, military recruiter, etc.)

Number of Contract hours: 40

Paid @ a rate of 22.18 per hour.

****Monthly documentation is a requirement for Title I Extended Contracts. Failure to do so may result in cancellation of the contract with no payment.**

*****No change can be made to an extended contract without prior approval from your principal and Federal Programs/RTI Coordinator, Mark Gullion. Failure to do so may result in cancellation of the contract with no payment.**

*APPLICANT'S SIGNATURE: Ashley Polk Date: 8-20-19

*PRINCIPAL'S SIGNATURE: [Signature] Date: 8-20-19

*BOARD CHAIR'S SIGNATURE: _____ Date: _____

*DIRECTOR OF SCHOOLS SIGNATURE: _____ Date: _____

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)

The Title I Program does not discriminate on the basis of race, national origin, sex, handicap or age.

Title I-D

RUTHERFORD COUNTY

Title I-D

EXTENDED CONTRACT APPLICATION

Upon approval, this application becomes your contract

Spring Semester

*Name: Ashley Mario Polk
First Middle Last

*School Assigned: Cedar Grove Residential Treatment Center

*School Phone: 615-895-9556

*School E-mail: ashley.polk@uhsinc.com

*Years of experience: 5

*Certification Areas: (By name) Secondary education - HEALTH.

Circle type of contract requested:

1. Remediation:

- a. Description of services & proposed timeline for completion must be attached
- b. Monthly logs on required sheets must be submitted to the Title I Office unless otherwise noted on approval

2. Other: (briefly describe)
vocational instructor - college career ready.
after school hours (Hiset, ACT Prep, Job
Interviews, Military Recruiter, etc).

Number of Contract hours: 40 Paid @ a rate of 22.18 per hour.

****Monthly documentation is a requirement for Title I Extended Contracts. Failure to do so may result in cancellation of the contract with no payment.**

*****No change can be made to an extended contract without prior approval from your principal and Federal Programs/RTI Coordinator, Mark Gullion. Failure to do so may result in cancellation of the contract with no payment.**

*APPLICANT'S SIGNATURE: Ashley Polk Date: 8-20-19

*PRINCIPAL'S SIGNATURE: [Signature] Date: 8-20-19

*BOARD CHAIR'S SIGNATURE: _____ Date: _____

*DIRECTOR OF SCHOOLS SIGNATURE: _____ Date: _____

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)

The Title I Program does not discriminate on the basis of race, national origin, sex, handicap or age.

Title I-D

RUTHERFORD COUNTY

Title I-D

EXTENDED CONTRACT APPLICATION

****Upon approval, this application becomes your contract****
Summer Semester

Please print:

Name: Ashley Mario Polk

First

Middle

Last

School Assigned: Cedar Grove Residential Treatment Center

School Phone: 615-895-9550

School E-mail: ashley.polk@uhsinc.com

Years of experience: 5

Certification Areas: (By name) secondary education - Health.

Circle type of contract requested

1. Remediation:

- a. Description of services & proposed timeline for completion must be attached
- b. Monthly logs on required sheets must be submitted to the Title I Office unless otherwise noted on approval

2. Other: (briefly describe) vocational teacher - college & career
ready - after school (HiSET, ACT Prep, Rob
Interviews Military Recruiter, etc.)

Number of Contract hours: 20

Paid @ a rate of \$22.18 per hour.

****Documentation is a requirement for Title I Extended Contracts. Failure to do so may result in cancellation of the contract with no payment.**

*****No change can be made to an extended contract without prior approval from the principal and Federal Programs/RTI Coordinator, Mark Gullion. Failure to do so may result in cancellation of the contract with no payment.**

*APPLICANT'S SIGNATURE:

Ashley Polk

Date:

8/20/2019

*PRINCIPAL'S SIGNATURE:

[Signature]

Date:

8/20/19

*BOARD CHAIR'S SIGNATURE:

Date:

*DIRECTOR OF SCHOOLS SIGNATURE:

Date:

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)

Contract with LaVergne Middle School and Mindsteps Inc.

Presentation: The continuing professional development provided by Dr. Robyn Jackson will equip teachers with a step-by-step guide to motivating and excelling students through rigorous and meaningful lessons. Robyn Jackson will help teachers build rigorous unit plans that promote student success, problem solving and initiates student thinking. Dr. Robyn Jackson will also work with administration, instructional coaches, and department chairs on how they can support teachers in the unit plan process and make it actionable.

Contract Details:

Program: Mindsteps Inc.

Usage: School-wide

Where: LaVergne Middle School

Dates: January 29-30, 2020

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

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



Proposal For

RUTHERFORD COUNTY SCHOOLS LA VERGNE MIDDLE SCHOOL

Proposal ID: FAURH-VCW4D-K2CPC-N33HP

CREATED BY

Mindsteps Inc.
John Jackson
Vice President
e. john@mindstepsinc.com
t. 8885658881 xt.2

PREPARED FOR

Rutherford County Schools / La Vergne
Middle School
Cary Holman
Principal
e. holmanc@rcschools.net
t. (615) 904-3877

Aug 13, 2019

SOLUTION OVERVIEW

Below is a detailed description of the services based on our conversation:

2-Day Coaching:

Mindsteps will provide Robyn Jackson to deliver 2 days of coaching to the staff at LaVergne Middle School. Day one she will work with teachers in their PLC's and day 2 she will work for a half-day with the leadership team and half-day with entire staff.

PLEASE NOTE: All workshops must end by 3:00 pm

PROPOSAL DETAILS

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

DELIVERABLE	DESCRIPTION	INITIAL ACCEPTANCE
2-Day Coaching Session	2 full days of coaching for teacher and leadership team.	
WORKSHOP SERIES DELIVERY DATES	Day One: January 29,, 2020 Day Two: January 30, 2020	
TOTAL INVESTMENT	\$17,000.00	

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

INVESTMENT SCHEDULE

HERE ARE THE IMPORTANT DATES RELATED TO THE INVESTMENT.

DUE DATE	DELIVERABLE/DESCRIPTION
On or before September 15, 2019	Sign and return proposal.
January 30, 2020	Payment of \$17,000

ACCEPTANCE

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

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

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

PROPOSAL ACCEPTANCE: Rutherford County Schools / La Vergne Middle School

SIGNATURE

DATE

NAME

TITLE

PROPOSAL ACCEPTANCE: MINDSTEPS INC.

SIGNATURE

John F. Jackson III

NAME

8/14/2019

DATE

Vice Presiden

TITLE

GENERAL TERMS & CONDITIONS

Defintitions:

Agreement - This signed proposal between Mindsteps Inc. and Rutherford County Schools / La Vergne Middle School

Client - Rutherford County Schools / La Vergne Middle School

Mindsteps - Mindsteps Inc.

Parties - Mindsteps Inc. and Rutherford County Schools / La Vergne Middle School

1. **Termination.** Notwithstanding Clause 3 herein, the Agreement shall not for any reason be terminated by Client. At Mindsteps discretion, the delivery date(s) may be rescheduled for up to six months after the date that is the day of the first performance so long as notice is received by Mindsteps no less than 30 days before the date that is the first day of the performance. Client will reimburse Mindsteps for any cost incurred before date of notice.

2. **Binding Agreement.** This Agreement shall be binding on both Parties. Assignment of this Agreement by either party in accordance with the terms of this Section shall be effective upon due notice in writing to the other party, except that neither party shall assign this Agreement without obtaining prior written approval from the other party.

3. **Force Majeure.** In the performance of the Parties obligations here under, neither party shall be liable for delays caused by wars, civil riots, strikes, labor controversies, death of immediate family member, fires, hurricanes, acts of God, governmental restrictions, or any other circumstance beyond their control.

4. **Applicable Law.** The laws of the District of Columbia shall govern this Agreement, without regard to or application of choice of law rules or principles, and courts located in the District of Columbia shall be the exclusive jurisdiction for all disputes arising from or relating to this Agreement.

5. Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceable without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceable in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6. Entire Agreement. This contract is the entire Agreement between the Parties. It may not be altered, modified, extended, or revised in any way unless such alteration, modification, extension, or revision is in writing, contained in an instrument of comparable formality to the Agreement and signed by each of the Parties.

7. Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's.

8. Payment. Mindsteps accept major credit cards and checks for payment. Please make checks Payable to Mindsteps Inc. Checks should be mailed to P.O. Box 55049 Washington D.C. 20040. Payment to any of our consultants will not be ****acceptable**** for any reason. After thirty days all unpaid balances will be assessed a late fee of 3% of the balance monthly. If you have any additional questions you can contact our accounting department via phone (888) 565-8881 xt. 4 or email accounting@mindstepsinc.com

9. Notice. Any notice, instruction, request, consent, demand or other communication required or contemplated by this Agreement, other than routine transactional, shall be in writing and shall be delivered, mailed postage prepaid or emailed to:

Mindsteps Inc.
Middle School
835 Ingraham St. NW
Washington DC, 20011
Attn: John F. Jackson III

Rutherford County Schools / La Vergne
382 Stones River Rd.
La Vergne, TN 37086
Attn: Cary Holman

PROPOSAL ID: FAURH-VCW4D-K2CPC-N33HP



john@mindstepsinc.com

holmanc@rcschools.net



Rutherford County Board of Education

To: Joyce Michaels
From: Nona Hall
Subject: Board Agenda
Date: September 5, 2019

EXTENDED CONTRACT Lia Beachboard – The ESL Department will be conducting a before-school math lab at Smyrna High School, using an extended teacher contract funded completely by Title III funds. These funds will provide 1 teacher extended contract for \$22.00/hour.

Recommend Approval --- motion to approve a Rutherford County Schools Title III funded contract with Lia Beachboard for the extended day program to be held at Smyrna High School.

Title III

EXTENDED CONTRACT APPLICATION

Upon approval, this application becomes your contract

Please print:

Name Lia Chenille Beachboard

First

Middle

Last

Address [REDACTED] [REDACTED] [REDACTED]

Street

City

State

Zip Code

School Assigned Smyrna HS S. S. # [REDACTED]

School Phone [REDACTED] Home Phone [REDACTED] E-mail beachboardl@rcschools.net

Years experience 11

Certification Areas (By name) Math

Contract requested is for:

1. Extended School Day:

- Description of services & proposed timeline for completion must be attached
- Monthly logs on required sheets must be submitted to the Title III Office unless otherwise noted on approval

Monthly documentation is a requirement for Title III Extended Contracts. Failure to do so may result in cancellation of the contract with no payment.
No change can be made to an extended contract without prior approval from Title III Coordinator, Nona Hall.
Failure to do so may result in cancellation of the contract with no payment.

APPLICANT'S SIGNATURE: Lia Beachboard

DATE: 8/22/19

TITLE III COORDINATOR SIGNATURE: Nona Hall

DATE: 8/22/19

CHAIRMAN OF THE RCS BOE SIGNATURE: _____

DATE: _____

The Title III Program does not discriminate on the basis of race, national origin, sex, handicap or age.

**Rutherford County Schools
Student Activity Funds
Accounts Payable & Receivable
as of June 30, 2019**

Accounts Payable

School	Vendor		Amount
Blackman High School	RCBOE	\$	85.00
Brown's Chapel Elementary	RCBOE	\$	3.25
Eagleville School	Profile Products	\$	8,650.00
LaVergne Middle School	RCBOE	\$	631.05
Riverdale High School	RCBOE	\$	139.36
Oakland High School	Flinn Scientific	\$	741.20
Siegel High School	Dynabow Fitness Equipment	\$	11,516.35
Whitworth-Buchanan Middle School	RCBOE	\$	47.15
Total Accounts Payable - Activity Funds - 6/30/2019			\$ 21,813.36

Accounts Receivable

School:	Due From		Amount
David Youree Elementary	Scholastic Book Fair	\$	2,966.77
LaVergne Middle School	Debbie House of Dance	\$	330.54
LaVergne Middle School	Boom Box Studios	\$	300.51
Smyrna Elementary School	Kroger	\$	179.04
Thurman Francis Arts Academy	RCBOE	\$	126.00
Walter Hill Elementary	Kroger	\$	391.02
Walter Hill Elementary	Republic Services	\$	500.00
Total Accounts Receivable - Activity Funds - 6/30/2019			\$ 4,793.88

Bid #3416
Orlando, FL Band Trip
Oakland Middle School
(February 14, 2020 - February 17, 2020)

Item #	Description	All About Group Travel	Educational Travel Consultants	Thomas Tours, Inc.
1	Quad (40 - 59 paying passengers)	\$635.00 to \$535.00	\$ 699.00	\$ 595.00
2	Quad (60 - 79 paying passengers)	\$675.00 to \$605.00	\$ 789.00	\$ 675.00
3	Quad (80 - 99 paying passengers)	\$589.00 to \$549.00	\$ 719.00	\$ 620.00
4	Quad (100 +) paying passengers)	\$539.00	\$ 699.00	\$ 600.00

Mailed to 14 vendors
11 vendors did not respond

Recommend: Motion to award to All About Group Travel for overall lowest and best bid.

To be funded through Oakland Middle School.

Bid #3429 - Technology and Multimedia Parts																			
Item #	Part #	Description	Adorama	Batteries Plus	B & H Photo	Best Buy	Camcor	Can-Am IT Solutions	CDW-G	Central Technologies	GHA Technologies	Howard Technologies	Nashville's Media Service	NorthStar AV	Scott Electric	Southern Computer Warehouse	Technology Express	The Specialty Bulb	Unistar-Sparco
		Digital Memory Storage																	
1	SDSDXXG-032G-ANCIN	Sandisk 32GB Extreme SDHC Memory Card	\$ 12.00	\$ 23.90		\$ 14.99	*\$11.95	\$ 17.54	\$ 14.00		\$ 14.31						\$ 14.99		
2	SDSDXXG-064G-ANCIN	Sandisk 64GB Extreme SDHC Memory Card	\$ 38.25	\$ 39.90		\$ 24.99	*\$18.95	\$ 41.79	\$ 19.90								\$ 29.99		
		SATA Hard drives																	
3	WD4003FFBX	Western Digital Red Pro 4TB SATA *No Substitutions				\$ 182.88	\$ 169.98	\$ 171.59	\$ 164.00		\$ 172.89					\$ 169.53	\$ 174.99		
		Digital Cameras/Camcorders & Accessories																	
4	9779B001	Canon PowerShot SX530 HS Digital Camera	\$ 241.00		\$ 260.00	\$ 264.50	\$ 299.99	\$ 292.99	\$ 249.00		\$ 294.07					\$ 347.95	\$ 299.99		
5	1958C002	Canon Vixia HF R82 Camcorder Flash Memory	\$ 352.00		\$ 355.00	\$ 339.15	\$ 399.99	\$ 390.99	\$ 369.00		\$ 392.08					\$ 366.26	\$ 409.99		
6	1451V097	Canon SC-A80 Soft Carrying Case for Camcorders				\$ 31.00	\$ 27.99	\$ 26.39	\$ 22.75		\$ 22.80					\$ 21.37	\$ 26.99		
7	0235C001	Canon PSC 4200 Camera Case	\$ 19.75		\$ 22.95		*\$12.99	\$ 26.94	\$ 20.50								\$ 24.99		
8		Lightweight Floor Tripod			\$ 13.55		\$ 39.95	\$ 32.99									\$ 39.99		
		Digital Cameras/Camcorders Batteries																	
9	6055B002	Canon BP-718 Lithium Ion Battery Pack	\$ 55.50	\$ 25.90	\$ 56.00	\$ 60.00	\$ 69.95	\$ 60.65	\$ 57.75							\$ 54.94	\$ 129.99		
10	9763A001	Canon NB-6LH Lithium Ion Battery Pack	\$ 39.25	\$ 33.90	\$ 45.00		*\$14.99	\$ 55.60	\$ 40.50										
		LCD Projectors & Accessories																	
11	V11H859020	Epson PowerLite 107 LCD Projector	\$ 518.25		\$ 476.00	\$ 548.41	\$ 489.00	\$ 523.77	\$ 440.00		\$ 523.49	\$ 460.00					\$ 479.00		
14	V13H010L96	Epson PowerLite 107 Replacement Lamp	\$ 55.00	\$ 189.99	\$ 59.00	\$ 60.83	\$ 69.73	\$ 61.44	\$ 48.00		\$ 59.02	\$ 56.00		\$ 49.00	\$ 54.26		\$ 59.00	\$ 76.00	
15	V13H010L88	Epson PowerLite 98H Replacement Lamp	\$ 68.00	\$ 143.55	\$ 69.99	\$ 73.39	\$ 95.28	\$ 70.72	\$ 60.00		\$ 71.27	\$ 67.00		\$ 68.00	*\$54.74		\$ 79.99	*\$59.00	
16	V13H010L78	Epson PowerLite 97, 98 & 99W Replacement Lamp	\$ 113.50	\$ 103.90	\$ 118.30	\$ 122.50	\$ 145.98	\$ 117.28	\$ 95.00		\$ 119.16	\$ 112.00		\$ 72.50	\$ 63.00		\$ 124.99	*\$59.00	
17	V13H010L60	Epson PowerLite 93, 93+ & 905 Replacement Lamp	\$ 125.50	\$ 152.90	\$ 128.80	\$ 133.90	\$ 156.69	\$ 128.49	\$ 99.00		\$ 130.29	\$ 102.00		\$ 72.50	\$ 65.00		\$ 137.99	\$ 68.00	
18	V13H010L71	Epson BrightLink 485wi Replacement Lamp	\$ 59.00	\$ 132.90	\$ 73.15	\$ 73.41	\$ 95.26	\$ 71.49	\$ 60.00		\$ 71.27	\$ 67.00		\$ 62.50	\$ 45.00		\$ 79.99	\$ 60.00	
19	V13H010L80	Epson BrightLink 585wi Replacement Lamp	**\$46.00	\$ 102.99	\$ 59.00	\$ 49.22	\$ 71.36	\$ 59.69	\$ 48.00		\$ 59.02	\$ 56.00		\$ 52.00	**\$46.00		\$ 59.00	\$ 56.00	
20	V13H010L63	Epson PowerLite Pro G5950 Replacement Lamp	\$ 484.00	\$ 499.99	\$ 478.30	\$ 513.19	\$ 455.25	\$ 491.35	\$ 477.78		\$ 500.00	\$ 470.00		\$ 225.00	\$ 177.00		\$ 529.00	\$ 190.00	
21	V13H010L76	Epson PowerLite Pro G6050W Replacement Lamp	\$ 178.75	\$99.99		\$ 185.47	\$ 198.50	\$ 177.58	\$ 177.72		\$ 180.40	\$ 170.00		\$ 129.00	\$ 109.00		\$ 189.00	\$ 118.00	
22	PJF2-UNV-S	Peerless Universal Ceiling Mount Kit	\$ 66.00		\$ 74.00	\$ 76.67	\$ 99.00	\$ 85.19	\$ 70.57		\$ 77.26						\$ 79.00		
		Document Cameras & Display Items																	
23	HCU8	HoverCam Ultra 8 Document Camera			\$ 449.00	\$ 480.26	\$ 444.00	\$ 470.24			\$ 457.62	\$ 395.00					\$ 319.99		

Bid #3429 - Technology and Multimedia Parts																			
24	V12H758020	Epson DC-21 High Resolution Document Camera	\$ 547.25		\$ 522.00	\$ 575.83	\$ 562.00	\$ 549.99	\$ 455.00		\$ 558.45	\$ 470.00				\$ 521.78	\$ 572.99		
25	DC125	Lumens DC125 Ladibug Document Camera	\$ 274.50		\$ 247.65		\$ 275.00	\$ 279.99	\$ 289.63		\$ 269.05	\$ 208.00					\$ 281.99		
	SBWD750W	ScreenBeam 750 Wireless Display Receiver	\$ 202.00				\$ 209.83	\$ 201.99	\$ 188.00	\$ 144.72	\$ 196.76	\$ 205.00					\$ 205.99		\$ 202.50
	SBWD960A	Screenbeam 960 Wireless Display Receiver	\$ 302.75			\$ 317.30	\$ 299.99	\$ 296.11	\$ 285.00	\$ 245.55	\$ 293.67	\$ 305.00					\$ 308.99		\$ 297.00
		Printers & Scanners																	
26	1KR42A#B1H	HP OfficeJet Pro 9015 All-In-One Inkjet	\$ 222.75			\$ 185.42	\$ 229.89	\$ 221.38			\$ 293.34						\$ 199.00		
27	D9L64A#B1H	HP OfficeJet Pro 8210 Inkjet	\$ 130.25			\$ 120.92	\$ 149.99	\$ 143.22	\$ 89.00		\$ 88.00					\$ 134.07	\$ 91.99		
28	B11B236201	Epson WorkForce DS-530 Scanner	\$ 333.00			\$ 376.00	\$ 319.00	\$ 365.99	\$ 275.00		\$ 293.34	\$ 303.00				\$ 252.96	\$ 379.99		\$ 279.00
29	B11B250201	Epson WorkForce DS-870 Scanner	\$ 793.00			\$ 852.96	\$ 749.98	\$ 830.23	\$ 625.00		\$ 630.67	\$ 680.00				\$ 540.88	\$ 874.99		\$ 639.00
		Microsoft Products																	
30	T3H-00011	Microsoft LifeCam HD-3000	*\$19.00			\$ 29.80	\$ 35.63	\$ 31.95	\$ 24.00		\$ 28.82					\$ 28.10	\$ 32.99		
31	PP3-00001	Microsoft Wireless Desktop 3050, Keyboard+Mouse	\$ 43.50			\$ 43.51	\$ 54.30	\$ 48.05	\$ 41.11		\$ 43.69					\$ 42.69	\$ 47.99		
32	P3Q-00001	Microsoft Wireless Display Adapter				\$ 41.56	\$ 65.87	\$ 57.71	\$ 45.00		\$ 43.69					\$ 49.93	\$ 48.99		
		Switches: Monitor, Mouse and Keyboard																	
33	F1DA108Z	OmniView PRO3 USB & PS/2 KVM Switch	\$ 277.75		\$ 287.20	\$ 373.10	\$ 287.20	\$ 285.23	\$ 192.35		\$ 284.88						\$ 297.99		
34	F1D9401-06	OmniView Dual-Port KVM Cable	\$ 38.25		\$ 29.50	\$ 38.75	\$ 41.95	\$ 39.72	\$ 23.70		\$ 37.66					\$ 35.46	\$ 42.99		
35	F1DC101V	Belkin 18.5" LCD Rack Console	\$ 763.25		\$ 800.00	\$ 818.32	\$ 819.72	\$ 789.99	\$ 572.50		\$ 789.55					\$ 749.64	\$ 829.99		
		Speakers & Headsets																	
36	V12H467020	Epson Active Wall Speakers ELPSP02	\$ 169.00		\$ 164.50	\$ 174.77	\$ 169.89	\$ 169.99	\$ 99.00		\$ 167.32	\$ 122.00				\$ 129.95	\$ 104.99		
37	980-000802	Logitech Z150 2-Piece Speaker System	\$ 15.25		\$ 19.75	\$ 19.67	\$ 16.62	\$ 21.36	\$ 13.85		\$ 14.97					\$ 14.82	\$ 29.99		
38	981-000014	Logitech H390 USB Headset				\$ 20.29	\$ 31.02	\$ 35.99	\$ 22.04		\$ 25.66					\$ 24.90	\$ 39.99		
		Laptop & iPad Carts																	
39	CHRG30I+	Aver Laptop/Tablet Charging Cart 30	\$ 1,290.75		\$ 1,295.00	\$ 1,348.07	\$ 1,344.99	\$ 1,345.99	\$ 1,135.00		\$ 1,269.46						\$ 1,315.99		
40	CS-1610-BL	Jar Systems Essential 16 Charging Station					\$ 348.00	\$ 339.99				\$ 300.00							
		Turning Technologies Items																	
41	CB-A-84-00526-07	MobiView Teacher Tablet						\$ 259.99					\$ 299.00						
42	IW-A-11-00735-05-FULL	Workspace Full\Single User						\$ 83.36					\$ 99.00						
43	IW-A-11-00735-05-FULL-BLDG	Workspace Full\Building (25 Licenses)						\$ 841.16					\$ 999.00						

Mailed to 99 vendors

82 vendors did not respond

* Alternate Items Bid

**Tie Bid

Bid #3429 - Technology and Multimedia Parts

Recommend: Motion to award to lowest and best bid as shown.

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

Bid #3431 - Athletic Trainer Equipment

Item #	Description	Alert Services	BSN Sports	Henry Schein	Medco	Riddell	School Health	School Nurse Supply
1	Mueller Prewrap 48/cs	\$ 39.95	\$ 43.98	\$ 36.05	\$ 38.82		\$ 40.00	
2	Cramer Prewrap 48 cs	\$ 37.95	\$ 42.98	\$ 34.54	\$ 34.63	\$ 45.32	\$ 38.80	
3	Collins/Medco/Brand Prewrap 48 cs			\$ 32.76	\$ 31.82		\$ 42.88	
4	Heel and Lace Pads 2000 cs	\$ 18.99	\$ 21.49	\$ 16.85	\$ 19.64	\$ 34.08	\$ 18.50	
5	J&J Coach Tape 1.5" 32 cs	\$ 62.00	\$ 78.98	\$ 55.67	\$ 66.11		\$ 68.98	
6	Zonas 1" 12 bx	\$ 14.72		\$ 12.93	\$ 15.35		\$ 16.09	\$ 18.00
7	Andover PowerPro White 1.5" 32 cs	\$ 55.42		\$ 46.38	\$ 64.48		\$ 57.45	
8	Andover PowerPro White 2" 24 cs	\$ 55.42		\$ 46.38	\$ 64.48		\$ 57.45	
9	Andover PowerPro Black 1.5" 32 cs	\$ 60.24		\$ 50.42	\$ 70.09		\$ 62.45	
10	Andover PowerPro Black 2" 24 cs	\$ 60.24		\$ 50.42	\$ 70.09		\$ 62.44	
11	Cramer 750 1.5" 32 cs	\$ 45.54	\$ 47.98	\$ 38.44	\$ 50.43	\$ 50.12	\$ 45.58	
12	Cramer 950 1.5" 32 cs	\$ 48.66	\$ 54.98	\$ 41.04	\$ 44.91	\$ 56.92	\$ 48.66	
13	Collins/Medco/Brand Stretch Tape 2" White	\$ 34.87		\$ 35.34	\$ 24.32		\$ 53.24	
14	Collins/Medco/Brand Stretch Tape 2" Black	\$ 38.77		\$ 36.59	\$ 24.32		\$ 53.24	
15	PowerFast 1.5" x 5 yd			\$ 21.58	\$ 24.72		\$ 27.96	
16	PowerFast 1.5" x 7.5 yd	\$ 33.64		\$ 30.11	\$ 33.34		\$ 38.44	
17	AC-Tape Team pack 2"x5yd 24 cs	\$ 45.07		\$ 51.58	\$ 46.29		\$ 50.40	
18	Ac-Tape Team pack 3"x5yd 16 cs	\$ 45.07		\$ 51.58	\$ 46.29		\$ 50.77	
19	Cover Roll 4x10	\$ 12.67		\$ 11.58	\$ 13.00		\$ 12.97	
20	Cover Roll 6x10	\$ 16.94		\$ 15.48	\$ 17.37		\$ 17.65	
21	Cramer Zip Cut	\$ 4.44	\$ 4.96	\$ 3.79	\$ 4.63	\$ 7.80	\$ 4.15	
22	Mueller M Cutter	\$ 7.66	\$ 7.77	\$ 6.86	\$ 8.68		\$ 7.19	
23	Leukotape 1.5x15	\$ 6.34		\$ 5.91	\$ 6.37		\$ 6.49	
24	Tuf Skin 6oz	\$ 8.68	\$ 9.63	\$ 7.41	\$ 9.01		\$ 8.14	
25	Tuf Skin 8oz	\$ 8.73	\$ 9.69	\$ 7.46	\$ 9.07		\$ 8.19	
26	Tuf Skin 10oz	\$ 9.22	\$ 9.98	\$ 7.88	\$ 9.18		\$ 8.65	
27	QDA 4oz	\$ 4.00		\$ 3.80	\$ 7.43		\$ 6.98	
28	Skin Lube 2.75oz	\$ 3.33	\$ 3.64	\$ 2.93	\$ 3.27	\$ 7.82	\$ 3.13	
29	Skin Lube 1lb	\$ 6.09	\$ 6.64	\$ 5.36	\$ 6.39	\$ 11.74	\$ 5.72	
30	Skin Lube 5 lb	\$ 26.11	\$ 28.91	\$ 22.95	\$ 25.51	\$ 49.15	\$ 23.93	
31	Coverlet Cabinet Filled	\$ 88.31		\$ 77.01	\$ 96.12		\$ 82.79	\$ 108.00
32	Coverlet Cabinet Empty	\$ 37.49		\$ 33.37	\$ 41.65		\$ 20.71	\$ 54.00
33	Coverlet 1x3	\$ 3.09		\$ 2.69	\$ 3.39		\$ 3.40	\$ 3.99
34	Coverlet Patch 2x3	\$ 5.90		\$ 5.15	\$ 6.50		\$ 5.53	\$ 7.40
35	Coverlet 4 wing	\$ 9.48		\$ 8.28	\$ 11.41		\$ 8.72	\$ 10.10
36	Coverlet Knuckle	\$ 6.27		\$ 5.48	\$ 6.81		\$ 5.88	\$ 7.54
37	Coverlet Toe Shield	\$ 7.42		\$ 6.55	\$ 8.24		\$ 7.19	\$ 7.95
38	Coverlet Oval	\$ 4.93		\$ 4.32	\$ 5.43		\$ 4.83	\$ 5.54
39	Coverlet XL Patch 4x2.75	\$ 7.05		\$ 6.24	\$ 7.85		\$ 6.58	\$ 8.19
40	Gauze 4x4 Individual in box/50	\$ 6.07		\$ 3.04	\$ 2.35		\$ 5.19	
41	Gauze 4x4 Sponges in bag/200	\$ 4.64		\$ 2.00	\$ 6.03		\$ 2.61	\$ 3.90

Bid #3431 - Athletic Trainer Equipment

Item #	Description	Alert Services	BSN Sports	Henry Schein	Medco	Riddell	School Health	School Nurse Supply
42	Gauze 3x3 Sponges in bag/200	\$ 2.07		\$ 1.09	\$ 3.39		\$ 1.62	\$ 2.41
43	Non Adherent 2x3 Pads	\$ 4.94		\$ 3.89	\$ 4.09		\$ 3.17	\$ 6.05
44	Non Adherent 3x4 Pads	\$ 7.02		\$ 6.90	\$ 6.54		\$ 5.50	\$ 9.10
45	Stiptik Swabs 25/bx	\$ 38.33		\$ 53.28	\$ 43.42		\$ 35.94	
46	Nose Plugs 200/bx	\$ 9.31	\$ 10.84	\$ 8.45	\$ 10.58		\$ 8.75	
47	2nd Skin Squares 200/bottle	\$ 18.50		\$ 15.76	\$ 20.94		\$ 17.34	\$ 26.15
48	2nd Skin Circles 48/bottle	\$ 27.50		\$ 23.43	\$ 30.84		\$ 210.21	\$ 32.00
49	Cotton Tip Applicators 100/bg	\$ 0.80		\$ 1.53	\$ 0.64		\$ 0.35	\$ 0.52
50	Sterile Cotton Tip Applicators	\$ 3.22		\$ 3.58	\$ 2.62		\$ 3.12	\$ 4.24
51	Tongue Depressors Sterile	\$ 2.97		\$ 3.93	\$ 13.05		\$ 2.50	\$ 4.98
52	Tongue Depressors 100/bx	\$ 1.25		\$ 5.95	\$ 2.84		\$ 2.50	\$ 2.04
53	Triple Antibiotic Ointment 24/bx			\$ 3.36	\$ 2.76		\$ 3.43	\$ 4.59
54	Triple Antibiotic Ointment 144/bx	\$ 10.33		\$ 7.96	\$ 10.62		\$ 20.05	\$ 14.88
55	Triple Antibiotic Ointment 1oz tube	\$ 2.10		\$ 1.57	\$ 2.62		\$ 1.68	\$ 3.09
56	Elastic Bandage 6x10 6/bx	\$ 2.25		\$ 3.02	\$ 8.53		\$ 1.31	
57	Elastic Bandage 6x5yd	\$ 8.15		\$ 5.19	\$ 7.02		\$ 0.66	
58	Elastic Bandage 4x10	\$ 1.85		\$ 2.04	\$ 5.83		\$ 0.89	
59	Elastic Bandage 4x5	\$ 6.50		\$ 3.63	\$ 5.22		\$ 0.45	
60	Elastic Tubing Bandage Stockinette Size C	\$ 13.70		\$ 25.79	\$ 23.78		\$ 29.81	
61	Elastic Tubing Bandage Stockinette Size D	\$ 16.87		\$ 29.91	\$ 26.05		\$ 34.98	
62	Elastic Tubing Bandage Stockinette Size E	\$ 19.19		\$ 33.45	\$ 29.58		\$ 39.13	
63	Wound Wash 4oz	\$ 6.35		\$ 5.67	\$ 6.80		\$ 5.58	
64	Wound Wash 7oz	\$ 7.41		\$ 7.83	\$ 9.44		\$ 5.61	\$ 8.25
65	Felt Variety Pack	\$ 10.57	\$ 27.98	\$ 21.30	\$ 25.23		\$ 22.38	
66	Foam Variety Pack	\$ 9.19		\$ 14.64	\$ 17.14		\$ 9.23	
67	Adhesive Felt Variety Pack	\$ 26.57		\$ 23.86	\$ 30.21		\$ 22.38	
68	Adhesive Foam Variety Pack	\$ 29.33		\$ 26.24	\$ 62.22		\$ 9.23	
69	Biofreeze Roll On	\$ 7.51	\$ 9.98	\$ 6.79	\$ 7.61		\$ 7.26	
70	Biofreeze Spray	\$ 8.48		\$ 7.50	\$ 8.59		\$ 8.20	
71	Biofreeze 4oz	\$ 7.51		\$ 6.79	\$ 7.61		\$ 7.26	\$ 8.59
72	Biofreeze 16oz	\$ 25.99		\$ 23.69	\$ 26.77		\$ 24.30	\$ 30.49
73	Biofreeze Gallon	\$ 120.05	\$ 159.98	\$ 109.75	\$ 121.67		\$ 112.87	
74	Tiger Balm Extra Strength .63oz	\$ 5.51		\$ 4.58	\$ 6.26			
75	Octogen Red 15oz	NO BIDS RECEIVED						
76	Octogen Green 15oz	\$ 32.64						
77	Flexall 16oz	\$ 12.80		\$ 12.57	\$ 14.73		\$ 12.74	
78	Flexall 4oz	\$ 5.69		\$ 5.47	\$ 6.41		\$ 6.36	
79	Contact Solution	\$ 10.33		\$ 3.76	\$ 3.52		\$ 4.34	
80	Eye Wash	\$ 1.88		\$ 2.67	\$ 3.57		\$ 1.54	
81	Contact Case	\$ 1.05		\$ 0.90	\$ 0.80		\$ 1.19	
82	Small Eye Mirror	\$ 1.37		\$ 1.26	\$ 1.62		\$ 1.28	

Bid #3431 - Athletic Trainer Equipment

Item #	Description	Alert Services	BSN Sports	Henry Schein	Medco	Riddell	School Health	School Nurse Supply
83	Alcohol Pads 200/bx	\$ 0.96		\$ 0.95	\$ 2.12		\$ 1.19	
84	Peroxide 10oz	\$ 0.74		\$ 0.49	\$ 0.73		\$ 0.69	
85	Peroxide 16oz	\$ 0.79		\$ 0.46	\$ 0.73		\$ 0.50	
86	Hibiclins 4oz	\$ 5.12		\$ 4.44	\$ 5.57		\$ 4.66	
87	Hibiclins 8oz	\$ 7.23		\$ 6.21	\$ 7.89		\$ 6.60	
88	Heat Index Bulb			\$ 127.90	\$ 162.24		\$ 134.30	
89	Iprin 200/bx	\$ 19.86		\$ 8.72	\$ 25.23		\$ 9.58	
90	Heat Guard 1000	\$ 52.92		\$ 48.45	\$ 53.31		\$ 43.00	
91	Ammonia Inhalant 2oz bottle	\$ 2.29			\$ 4.94		\$ 4.42	
92	APAP 250/bx	\$ 11.46		\$ 8.02	\$ 8.85		\$ 11.74	
93	Diatame 100/bx	\$ 20.95		\$ 7.50	\$ 8.78		\$ 7.90	
94	Glucose Tablets 10/bx	\$ 1.47		\$ 3.19	\$ 3.35		\$ 1.25	
95	Glucose Gel small pack 1.2oz pouch	\$ 16.04		\$ 9.56	\$ 1.54		\$ 3.60	
96	Medikoff Drops 75/bx Cherry	\$ 3.64		\$ 3.56	\$ 4.14		\$ 25.29	
97	Saline Nasal Spray	\$ 3.85		\$ 3.29	\$ 1.50		\$ 1.00	
98	FosFree 50/2s	\$ 13.17		\$ 12.11	\$ 14.48		\$ 12.00	
99	Fosfree 500	\$ 44.05		\$ 40.51	\$ 48.44		\$ 40.10	
100	Medilytes 50/2s			\$ 3.68	\$ 4.30		\$ 3.81	
101	Medilytes 500	\$ 15.40		\$ 14.94	\$ 17.49		\$ 15.65	
102	Save A Tooth kit	\$ 13.00		\$ 10.96	\$ 15.64		\$ 10.69	
103	Theraband 6yd Red	\$ 7.37		\$ 9.27	\$ 9.69		\$ 9.51	
104	Theraband 6yd Green	\$ 7.92		\$ 10.16	\$ 10.71		\$ 10.48	
105	Theraband 6yd Blue	\$ 8.50		\$ 11.24	\$ 11.87		\$ 11.51	
106	Theraband 6 yd Black	\$ 9.05		\$ 12.66	\$ 13.35		\$ 13.24	
107	Cramer Ice Bags 9.5x18 1500 Roll	\$ 54.32	\$ 89.98	\$ 69.21	\$ 81.08	\$ 99.99	\$ 77.74	
108	Mueller Ice Bags 10x18 1500 Roll	\$ 71.98		\$ 60.84	\$ 81.11		\$ 67.50	
109	Flexi Wrap 4" 6/cs	\$ 23.50	\$ 42.98	\$ 32.85	\$ 40.76		\$ 35.66	
110	Flexi Wrap 6" 6/cs	\$ 33.50		\$ 36.14	\$ 44.91		\$ 39.36	
111	Exercise Ball 85cm	\$ 18.60		\$ 16.53	\$ 23.55		\$ 24.21	
112	SuperPro Scissors 21	\$ 30.46		\$ 25.93	\$ 30.87		\$ 27.61	
113	SuperPro Scissors 11	\$ 31.99		\$ 26.69	\$ 30.57		\$ 28.43	
114	Deep Prep Massage Cream	\$ 20.27		\$ 30.69	\$ 9.25		\$ 30.05	
115	Black Dragon Gloves			\$ 9.10	\$ 11.04		\$ 5.61	
116	Nitril Gloves Night Hawk Powder Free	\$ 4.95		\$ 8.21	\$ 5.54		\$ 3.70	
117	Latex Gloves	\$ 4.75		\$ 5.85	\$ 13.35		\$ 4.18	
118	Biohazard Bags	\$ 1.55		\$ 13.90	\$ 4.01		\$ 19.06	\$ 6.05
119	Sharps Container	\$ 3.80		\$ 2.90	\$ 3.39		\$ 1.88	\$ 4.15
120	Walking Boot	\$ 31.17		\$ 24.31	\$ 32.53		\$ 29.94	
121	Lister Bandage Scissors 7.5"	\$ 2.15	\$ 10.88	\$ 1.72	\$ 3.37		\$ 1.99	
122	Sharks	\$ 9.57	\$ 10.37	\$ 8.17	\$ 10.01		\$ 8.98	
123	Fingernail Clippers	\$ 0.75		\$ 1.29	\$ 0.83		\$ 0.27	\$ 1.19

Bid #3431 - Athletic Trainer Equipment

Item #	Description	Alert Services	BSN Sports	Henry Schein	Medco	Riddell	School Health	School Nurse Supply
124	Toenail Clippers	\$ 0.80		\$ 2.73	\$ 0.69		\$ 0.48	\$ 1.59
125	Callus File	\$ 5.25		\$ 2.61	\$ 2.24		\$ 1.81	
126	Tweezers	\$ 0.79		\$ 3.14			\$ 0.64	\$ 1.89
127	Elastikon 3"	\$ 73.76		\$ 17.24	\$ 20.48		\$ 80.32	
128	Elastikon 2"	\$ 73.76		\$ 17.24	\$ 20.48		\$ 80.09	
129	Moleskin Roll 2"	\$ 14.59		\$ 31.28	\$ 36.58		\$ 18.78	
130	Moleskin Roll 3"	\$ 18.96		\$ 43.04	\$ 50.36		\$ 26.67	
131	Moleskin Turf Toe Strips	\$ 8.17		\$ 10.36	\$ 9.15		\$ 6.88	
132	Powerflex 2"	\$ 31.50		\$ 25.06	\$ 28.85		\$ 32.13	
133	Powerflex 1"	\$ 31.50		\$ 25.06	\$ 28.85		\$ 32.62	
134	Cold Spray	\$ 6.13		\$ 2.86	\$ 8.69		\$ 7.80	
135	ASO Ankle Braces	\$ 25.27		\$ 21.12	\$ 27.11		\$ 23.69	
136	Active Ankle Brace	\$ 32.99	\$ 31.98	\$ 20.62	\$ 22.40		\$ 28.25	
137	Ultra Ankle Brace	\$ 46.36		\$ 34.76	\$ 44.17		\$ 38.86	
138	Pro Arizona Brace			\$ 15.20	\$ 31.08		\$ 16.24	
139	Ridgelite Tactical Kit Pack	\$ 67.24		\$ 59.42	\$ 72.05		\$ 63.04	
140	Hinged Knee Brace	\$ 31.00	\$ 46.98	\$ 14.37	\$ 30.21		\$ 30.71	
141	Jumpers Knee Strap	\$ 5.00	\$ 5.79	\$ 9.63	\$ 7.32		\$ 4.69	
142	Knee Sleeve with Oval and Buttress	\$ 10.00		\$ 25.65	\$ 25.90			
143	Shoulder Instibility Brace Sully	\$ 131.00		\$ 147.77	\$ 144.67		\$ 162.55	
144	Oakworks Portable Taping Table Game Package	\$ 482.00		\$ 522.94	\$ 614.15		\$ 446.40	
145	Andover Victory Tape 1.5" 24/cs	\$ 32.75		\$ 25.16	\$ 29.71		\$ 32.38	
146	Andover PowerTape 1.5" 24/cs	\$ 39.00		\$ 30.11	\$ 35.56		\$ 38.40	
147	Medco (or similar) ProTrainer Cohesive Blk 2"	\$ 31.50		\$ 25.06	\$ 24.32		\$ 29.90	
148	Exoclear, Box of 12	\$ 30.25		\$ 24.10	\$ 29.02		\$ 12.81	
149	MIO-WRAP 3 12/bx	NO BIDS RECEIVED						
150	MIO-WRAP 4 6/bx	NO BIDS RECEIVED						
151	Tuf-Skin 4oz can	\$ 5.00	\$ 5.69	\$ 4.33	\$ 5.05		\$ 4.75	
152	J&J Elastikon 3" 16/cs	\$ 81.25		\$ 64.42	\$ 76.50		\$ 80.32	
153	J&J Coach Tape 1 1/2"	\$ 70.25	\$ 78.98	\$ 55.67	\$ 66.11		\$ 68.98	
154	Powerflex Maroon 1.5"	\$ 31.50			\$ 28.85		\$ 36.23	
155	Powerflex Tan 1.5"	\$ 31.50		\$ 25.06	\$ 28.85		\$ 34.80	
156	Powerflex Maroon 2"	\$ 31.50		\$ 25.06	\$ 28.85		\$ 31.70	
157	Jaybird Jaylastic Plus II 2"	\$ 47.00		\$ 38.67	\$ 44.97		\$ 44.13	
158	Jaybird Jaylastic Plus II 3"	\$ 47.00		\$ 38.67	\$ 44.97		\$ 44.01	
159	J&J Elastikon 2" 24/cs	\$ 81.00		\$ 64.42	\$ 76.50		\$ 80.09	
160	Dukal Non-Adherent 3x4 bx100	\$ 6.50		\$ 5.88	\$ 7.58		\$ 6.50	
161	Dukal New Sponge Sterile 3x3	\$ 3.25		\$ 3.26	\$ 6.75		\$ 3.99	
162	Dukal New Sponge Sterile 4x4	\$ 5.75		\$ 5.19	\$ 2.35		\$ 5.45	
163	Dukal New Sponge Non-Sterile 3x3 200/bg	\$ 2.00		\$ 109.00	\$ 2.27		\$ 1.67	
164	2nd Skin Squares 200/jar	\$ 18.50		\$ 15.76	\$ 20.94		\$ 17.34	\$ 26.15

Bid #3431 - Athletic Trainer Equipment

Item #	Description	Alert Services	BSN Sports	Henry Schein	Medco	Riddell	School Health	School Nurse Supply
165	Skin Lube 1lb Jar	\$ 6.00	\$ 6.64	\$ 5.36	\$ 6.39		\$ 23.93	
166	High Density Foam Roll 6x12	\$ 9.50		\$ 6.02	\$ 8.64		\$ 14.67	
167	Hotpac 10x12	\$ 8.25		\$ 6.87	\$ 6.39		\$ 8.84	
168	Hotpac neck	\$ 8.50		\$ 8.03	\$ 8.64		\$ 8.50	
169	IPRIN	\$ 20.00		\$ 20.44	\$ 25.23		\$ 22.51	\$ 23.00
170	Exam Gloves Nitrile XL	\$ 4.75		\$ 5.52	\$ 5.79		\$ 3.70	\$ 6.75
171	Exam Gloves Nitrile L	\$ 4.75		\$ 5.52	\$ 5.79		\$ 3.70	\$ 6.75
172	Exam Gloves Nitrile M	\$ 4.75		\$ 5.52	\$ 5.79		\$ 3.70	\$ 6.75
173	Rock Tape 2" x 16.4' roll	\$ 10.00		\$ 18.73	\$ 10.25		\$ 6.50	
174	Coverlet 4-way	\$ 9.50		\$ 8.28	\$ 10.41		\$ 8.72	\$ 10.10
175	Clippers - fingernail	\$ 0.50		\$ 1.36	\$ 0.33		\$ 0.27	\$ 1.19
176	Scissors Miltex Blue	\$ 43.50		\$ 3.11	\$ 34.11			
177	Scissors KC Shears	\$ 20.75		\$ 21.89				
178	Cramer QDA 8 oz	\$ 7.50		\$ 6.36	\$ 7.43	\$ 13.41	\$ 6.98	
179	hemostat straight 5"			\$ 14.90			\$ 1.51	
180	Elastic Wrap 6" 10/bx	\$ 6.75		\$ 5.67	\$ 7.02		\$ 6.57	
181	Elastic Wrap 6" 10/bx	\$ 1.25		\$ 5.67	\$ 24.63		\$ 6.57	
182	Memory foam kit blue	\$ 35.25		\$ 28.15	\$ 45.08		\$ 11.81	
183	American foam mini	\$ 14.00		\$ 9.62	\$ 11.51		\$ 3.17	
184	Super Foam kit mini	\$ 56.00		\$ 22.57	\$ 25.96		\$ 14.19	
185	Cramer Zip Cut	\$ 4.50	\$ 4.96	\$ 3.79	\$ 4.63	\$ 7.80	\$ 4.15	
186	Portable Taping Table ProTeam-Hausman	\$ 482.00		\$ 411.29	\$ 511.03		\$ 458.67	
187	Foobag Med	\$ 56.75		\$ 47.26	\$ 62.25		\$ 43.25	
188	IASTM Tool 1026	NO BIDS RECEIVED						
189	Felt Horseshoe pads 10/pk	\$ 12.00		\$ 10.53	\$ 12.31		\$ 11.03	
190	Cando band Red 25 yd	\$ 86.00		\$ 38.14	\$ 62.75		\$ 33.93	
191	CAT Tourniquet	\$ 31.00		\$ 22.31	\$ 37.34		\$ 24.50	\$ 26.70

Mailed to 41 vendors

34 vendors did not respond

Recommend: Motion to award to overall lowest and best bid as shown.

To be funded through GPS for all schools.

MEMORANDUM

TO: Joyce Michaels
FROM: Kate Kasuboski
RE: Agenda Items for Board Meeting
DATE: August 22, 2019

Please place the following items on the September 5th Board Meeting agenda for the Board of Education's consideration:

1. Contractual Agreement with Peabody College of Education Human Development of Vanderbilt University:

The contract with Peabody College of Education Human Development of Vanderbilt University is for training on teaching gifted learners through a variety of professional development sessions. The total cost not to exceed \$26,250.00 during the 2019-2020 school year and will be paid from **grant funds for the Gifted Education Cluster Grouping Project.**

Motion to -- Approve the Contractual Agreement with Peabody College of Education Human Development of Vanderbilt University. not to exceed \$26,250.00 during the 2019-2020 school year, paid from grant funds for the Gifted Education Cluster Grouping Project.

2. Purchase of student licenses and training for EASY CBM progress monitoring using IDEA Discretionary Supplemental Funds.

The following items have been budgeted for using IDEA Discretionary Supplemental Funds. These licenses are to be used for students with disabilities.

1. \$13,545.00 for student software licenses for progress monitoring.
2. \$2,800.00 for In-service / staff development to train on using the progress monitoring tool.

Motion to – Approve purchase of EASY CBM licenses and professional development for use with students with disabilities not to exceed \$16,345.49 to be paid from IDEA Discretionary Supplemental Funds during the 2019-2020 school year.



Ms. Susan Lewis
Supervisor of Gifted Services
Rutherford County Schools
2240 Southpark Drive
Murfreesboro, TN 37128

Dear Ms. Lewis:

Thank you again for allowing the Peabody College of Education and Human Development of Vanderbilt University (VU) the opportunity to present and provide Rutherford County Schools this training program on teaching gifted learners (Program). The Program is modeled on the academic curriculum designed by VU Programs for Talented Youth (PTY) as part of the Peabody College of Education and Human Development of VU as well as best practices in the field of gifted education.

Through PTY, VU offers professional development opportunities designed to help educators better serve and support high-ability students. PTY provides a variety of professional development sessions to school staff or parent groups in an effort to provide additional support and information about the unique learning needs of high-ability students.

The Program sessions will be held onsite at Rutherford County Schools (RCS) as well as remotely as PTY staff will contact teachers via phone or videoconferencing to discuss lesson planning and to provide feedback when not onsite.

Program Details:

Duration: September 2019 through February 2020

VU will provide support to up to ten Rutherford County Elementary Schools and no more than 21 elementary school teachers (including teachers of gifted) in their implementation of effective strategies for working with gifted students in the general classroom by providing coaching through one or more of the following ways: co-teaching, modeling, lesson planning, support, differentiation ideas, observation and feedback.

PTY will provide two full days of professional development for all participating educators and other district personnel and administrators. The professional development workshops will be focused on instructional/curriculum implementation and differentiation strategies as well as the use of evidence supported resources. The workshop dates will be determined mutually by PTY and RCS designees.

A total of 20 provider-days of services (including professional development) are included in this arrangement. A provider-day refers to each full day of service by a VU provider. These twenty provider-days will include a combination of onsite classroom visitations, professional development delivery and offsite tele/videoconferencing meetings with the designated teachers to discuss classroom observations and teaching. At least fifteen of the twenty days will be onsite.

VANDERBILT UNIVERSITY

PMB 329

230 Appleton Place

Nashville, Tennessee 37203-5721

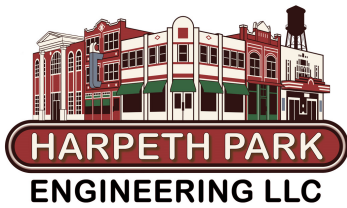
tel 615.322.8407

fax 615.322.8501

modeled upon the academic program offered at Peabody and all materials, presentations, curriculum, observation scales, case studies and related material developed at and presented by the faculty/staff remains the property of Vanderbilt University or the curriculum publishing company. This educational program does not constitute consultant services nor does it create an agency arrangement between Vanderbilt University and Rutherford County Schools. Each party agrees to hold the other harmless and assume responsibility for its own negligence and that of each party's respective personnel, if any, occurring during the course of the relationship.

Accepted and Agreed on behalf of Rutherford County Schools

Signature



256 Seaboard Lane, Suite G101
Franklin, Tennessee • 37067
Phone (615) 814-6001

August 8, 2019

Engineering Services Proposal

Trey Lee
Assistant Superintendent Engineering and Construction
Rutherford County Schools
2240 Southpark Drive
Murfreesboro, TN 37128

Project: Central Magnet School
Murfreesboro

Trey,

We appreciate the opportunity to offer our Mechanical, Plumbing and Electrical design services for one of your projects. Our understanding of the project scope is as follows:

An existing school consisting of a two-story Main building (approximately 122,000 sq.ft.) and an Annex building (approximately 28,400 sq.ft.) is to have HVAC systems and fluorescent lighting replaced. Some modifications to existing plumbing may be required to facilitate condensate drains for new HVAC equipment. The electrical service and distribution will be evaluated and modified as necessary to accommodate the HVAC changes. Potential repairs and/or replacement of ceilings and screening of equipment at the building exterior as required by HVAC work will be indicated on our documents for reference. Specification of ceiling, roofing, mechanical screens and structural materials and their installations must be addressed by a third party outside of this M, P and E consulting contract. Asbestos abatement studies and remediation planning is not included.

Basic Services

Harpeth Park Engineering will provide the following basic services:

1. Pre-Design, investigative and coordination meetings in Murfreesboro, as required, up to a maximum of 20 hours per each of the two consultants.
2. HVAC project documents.
3. Plumbing project documents.
4. Electrical project documents.
5. Specifications provided on the drawings.
6. Shop drawing review.
7. Addendums, revisions, and support as required for approval by the local authority of the MP and E designs.

Compensation for Basic Services:

Mechanical & Plumbing Design	\$ 52,000
Electrical Design	<u>33,000</u>
MPE Total:	\$ 85,000

We can, upon your request, issue a check set of drawings at any point of completion during the design phase. Mechanical, Plumbing and Electrical specifications will be provided in an abbreviated format on the drawings. CSI booklet format is available, if required, at an additional charge.

Additional construction administration and site visits are subject to our standard hourly rates as follows:

Senior Engineer (Principal): \$225.⁰⁰/hr - Staff Engineer: \$150.⁰⁰/hr - Senior Designer: \$95.⁰⁰/hr

Draftsman: \$65.⁰⁰/hr - Administrative Staff: \$45.⁰⁰/hr

The standard of care for all professional services performed or furnished by Harpeth Park Engineering, LLC under this Agreement will be the skill and care used by members of the consultants' professions practicing under similar circumstances at the same time and in the same locality. HPE makes no warranties, express or implied, under this Agreement or otherwise, in connection with our services.

Attached is a copy of our standard Terms & Conditions. Please return a signed copy of this proposal to indicate your acceptance and authorization to proceed. Upon receipt of that, we will begin work immediately. An additional walk through (approximately 3 hours) of the existing structures will be necessary and should be scheduled on the nearest date that minimizes our impact on classes and student activities.

If you have any questions, please feel free to give one of us a call.

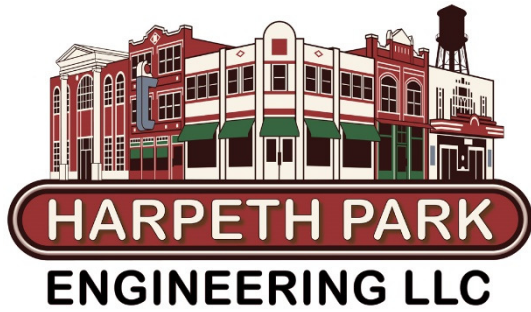
Respectfully Submitted,

A handwritten signature in black ink, appearing to read "E. Christopher Gresham".

E. Christopher Gresham, P.E.

A handwritten signature in black ink, appearing to read "James W. 'Tres' Reed III".

James W. "Tres" Reed III, P.E.



TERMS & CONDITIONS

1. ACCESS TO THE SITE/JOBSITE SAFETY:

Unless otherwise stated, HARPETH PARK ENGINEERING, LLC, herein referred to as the CONSULTANT, will have access to the site for activities necessary for the performance of the services. The CONSULTANT will take precautions to minimize damage resulting for these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide design and construction observation services relating to the contractor's safety precautions or to means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, or scheduling of construction, or for jobsite safety, and will not be responsible for and losses or injuries that occur at the Project site.

2. INDEMNIFICATION:

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damages, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT's negligent acts, errors or omissions in the performance of the professional services under this Agreement and those of his or her sub-consultants or anyone for whom the CONSULTANT is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this agreement.

The CONSULTANT is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

3. INSURANCE:

The CONSULTANT shall secure and endeavor to maintain such insurance as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the Consultants' services under this agreement.

4. RISK ALLOCATION/LIMITATION OF LIABILITY:

In recognition of the relative risks, rewards and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses, including attorney's fees, arising out of this Agreement, from any cause or causes, shall not exceed the total amount of the CONSULTANT's fee or \$20,000.00, whichever is greater for any claim arising out of the CONSULTANT's negligence.

5. TERMINATION OR SUSPENSION:

This Agreement may be terminated by the CLIENT or the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date,

If the CLIENT fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving seven days written notice to the CLIENT, suspend services under this Agreement and retain all work products deliverable to the CLIENT until full payment. The project completion date shall be automatically extended by the number of days services are suspended.

No deductions shall be made from the CONSULTANT's compensation based on penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than three months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven days written notice to the CLIENT, terminate this Agreement, and the CLIENT shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

6. REIMBURSABLE EXPENSES:

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project; (b) overnight mail or shipping costs (c) fees paid for testing and/or (d) fees for securing approval of authorities having jurisdiction over the Project; (e) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the project for the CLIENT's review and approval; and (f) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT. Reimbursable expenses shall be billed as a multiple of 1.1 times the cost incurred by the CONSULTANT.

7. CLAIMS AND DISPUTES:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

8. OWNERSHIP OF DOCUMENTS:

It is understood by and between the parties to this Agreement that all drawings, specifications and other work products of the CONSULTANT for this Project shall remain the property of the CONSULTANT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse of the instruments of service of the CONSULTANT by the CLIENT for any extensions of the Project or for any other project without the written permission of the CONSULTANT shall be at the CLIENT's sole risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages and expenses, including attorney's fees, arising out of any unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or others acting through or on behalf of the CLIENT. Any reuse or adaption of the CONSULTANT's instruments of service on other projects shall entitle the CONSULTANT to additional compensation in an amount to be agreed upon by the CLIENT and the CONSULTANT.

9. GOVERNING LAW:

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Tennessee. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining

provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party was a waiver of a subsequent breach of the same by the other party.

10. PAYMENT TO THE CONSULTANT:

By submitting construction drawings received from our office for permitting purposes to the local authority having jurisdiction, the client in effect agrees to the terms of this contract and is responsible for payment as follows:

Fees for services shall be as provided in this Agreement. Where the approximate total fee is based on a manpower estimate and is to be billed on an hourly basis per the CONSULTANT's Standard Fee Schedule, this total fee shall be understood to be an estimate. If the CONSULTANT's estimate is exceeded by more than ten percent (10%), the CLEINT shall be so notified in advance.

Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty days of the CONSULTANTS's submittal of the monthly invoice. Past due amounts include a charge of 1½ % per month for interest from the thirtieth (30th) day.

11. CLIENT'S RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANT's submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private properties as necessary to accomplish the work;
- Provide such legal, accounting, independent cost estimating, and insurance counseling services as may be required for the Project.
- Furnish approvals and permits from all governmental authorities and/or agencies having jurisdiction over the Project;
- Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof; and
- Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnish items.

12. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and CONSULTANT.

The CONSULTANT intends to render services under the terms of this agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction cost* prepared by the CONSULTANT represents his judgement as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

13. CHANGES IN THE SCOPE OF SERVICES:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANTS's compensation, which are mutually

agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment. Any changes made to the construction documents by the CLIENT, or by the CLIENT's representatives, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents.

14. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the exiting condition nor any resulting damages to person or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably ascertain.

15. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:

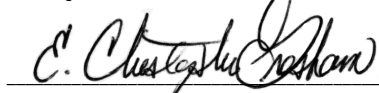
It is understood and agreed that the CONSULTANT's *Basic Services* UNDER THIS Agreement do not include project observation or review of the CONTRACTOR's performance or any the construction phase services, and that such services will be provided by the CLIENT or by another party selected at the sole discretion of the CLIENT. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against the CONSULTANT that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase services and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for Additional Services as provided in the Agreement.

16. WAIVER

In consideration of the substantial risks to the Architect in rendering professional services in connection with this Project, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Architect, its officers, directors, employees and sub-consultants (collectively, Architect), which may arise out of or in connection with this Project or the performance, by any of the parties above named, of the services under this agreement.



HPE Authorized Signature

08/08/19

Date

Client Authorized Signature

Date



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> Rocky Fork Elementary School	CONTRACT INFORMATION: Contract For: Date: 6/1/18	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: 8/23/19
OWNER: <i>(Name and address)</i> Rutherford County Board of Education 2240 Southpark Blvd Murfreesboro, TN 37128	ARCHITECT: <i>(Name and address)</i> Binkley-Garcia Architecture and Interior Design 5556 Franklin Road, Suite 201 Nashville, TN 37220	CONTRACTOR: <i>(Name and address)</i> R.G. Anderson Company, Inc. 1801 West End Avenue, Suite 1800 Nashville, TN 37203

THE CONTRACT IS CHANGED AS FOLLOWS:

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

1. Deduct for unused project allowances for miscellaneous contingency.

DEDUCT: (\$43,610.41)

2. Deduct for unused project allowances for unsuitable soils.

DEDUCT: (\$23,565.34)

3. Deduct for unused project allowances for fire marshal requirements.

DEDUCT: (\$125,000.00)

4. Deduct for unused project allowances for printing.

DEDUCT: (\$40,187.08)

5. Deduct for unused project allowances for gym floor lettering and logo.

DEDUCT: (\$5,985.00)

6. Deduct for unused project allowances for access door controls.

DEDUCT: (\$33,585.80)

TOTAL DEDUCT: (\$271,933.63)

The original Contract Sum was	\$ 26,897,000.00
The net change by previously authorized Change Orders	\$ 1,379,381.44
The Contract Sum prior to this Change Order was	\$ 28,276,381.44
The Contract Sum will be decreased by this Change Order in the amount of	\$ 271,933.63
The new Contract Sum including this Change Order will be	\$ 28,004,447.81

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 7/15/19

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

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User Notes: (3B9ADA57)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Binkley-Garcia Architecture and Interior
Design

ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

R.G. Anderson Company, Inc.

CONTRACTOR *(Firm name)*

SIGNATURE

W. Craig Johnson, President

PRINTED NAME AND TITLE

DATE

Rutherford County Board of Education

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: FOURTEEN (14)

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: 7/31/2019

PROJECT: Rocky Fork Elementary School

A		B		C		D		E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)					
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD										
1	GENERAL CONDITIONS	699,000	\$699,000.00	\$0.00	\$0.00	\$699,000.00	100.00%	\$0.00	\$0.00					
2	BOND / INSURANCE	170,000	\$170,000.00	\$0.00	\$0.00	\$170,000.00	100.00%	\$0.00	\$0.00					
3	MOBILIZE	50,000	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$0.00					
4	EARTHWORK & STORM SYSTEM	2,900,000	\$2,900,000.00	\$0.00	\$0.00	\$2,900,000.00	100.00%	\$0.00	\$0.00					
5	EROSION AND SILT FENCE	148,000	\$148,000.00	\$0.00	\$0.00	\$148,000.00	100.00%	\$0.00	\$0.00					
6	SITE SANITARY	162,000	\$162,000.00	\$0.00	\$0.00	\$162,000.00	100.00%	\$0.00	\$0.00					
7	SITE WATER / FIRE	244,000	\$244,000.00	\$0.00	\$0.00	\$244,000.00	100.00%	\$0.00	\$0.00					
8	TERMITE CONTROL TREATMENT	5,000	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00					
9	BITUMINOUS PAVING	1,311,000	\$1,311,000.00	\$0.00	\$0.00	\$1,311,000.00	100.00%	\$0.00	\$0.00					
10	CHAIN LINK FENCE AND GATES	15,000	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$0.00					
11	SEED AND LANDSCAPING	115,000	\$115,000.00	\$0.00	\$0.00	\$115,000.00	100.00%	\$0.00	\$0.00					
12	SITE CONCRETE	438,000	\$438,000.00	\$0.00	\$0.00	\$438,000.00	100.00%	\$0.00	\$0.00					
13	STRUCTURAL EXCAVATION	334,000	\$334,000.00	\$0.00	\$0.00	\$334,000.00	100.00%	\$0.00	\$0.00					
14	CONCRETE REINFORCEMENT	297,000	\$297,000.00	\$0.00	\$0.00	\$297,000.00	100.00%	\$0.00	\$0.00					
15	CAST IN PLACE CONCRETE	1,334,000	\$1,334,000.00	\$0.00	\$0.00	\$1,334,000.00	100.00%	\$0.00	\$0.00					
16	BRICK AND BLOCK WORK	3,100,000	\$3,100,000.00	\$0.00	\$0.00	\$3,100,000.00	100.00%	\$0.00	\$0.00					
17	STRUCTURAL STEEL	1,090,000	\$1,090,000.00	\$0.00	\$0.00	\$1,090,000.00	100.00%	\$0.00	\$0.00					
18	PRE-ENGINEERED TRUSSES	576,000	\$576,000.00	\$0.00	\$0.00	\$576,000.00	100.00%	\$0.00	\$0.00					
19	ROUGH CARPENTRY	192,000	\$192,000.00	\$0.00	\$0.00	\$192,000.00	100.00%	\$0.00	\$0.00					
20	MASTIC DAMPROOFING	55,000	\$55,000.00	\$0.00	\$0.00	\$55,000.00	100.00%	\$0.00	\$0.00					
21	MEMBRANE WATERPROOFING	1,500	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00					
22	EFIS	7,000	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	\$0.00					
23	FIRE AND SMOKE PROTECTION	5,000	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00					
24	SPRAY FIREPROOFING	153,000	\$153,000.00	\$0.00	\$0.00	\$153,000.00	100.00%	\$0.00	\$0.00					
25	SEALANTS AND CAULKING	30,000	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00					
26	EXPANSION JOINTS	15,000	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$0.00					
27	ROOFING	1,100,000	\$1,100,000.00	\$0.00	\$0.00	\$1,100,000.00	100.00%	\$0.00	\$0.00					
28	HM FRAMES / WOOD DOORS / HARDWARE	536,000	\$536,000.00	\$0.00	\$0.00	\$536,000.00	100.00%	\$0.00	\$0.00					
29	HM FRAME INSTALL	30,000	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00					
30	WOOD DOORS & HARDWARE INSTALLATION	75,000	\$75,000.00	\$0.00	\$0.00	\$75,000.00	100.00%	\$0.00	\$0.00					
31	COUNTER SHUTTER	25,000	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$0.00					
32	ALUMINUM STOREFRONT AND DOORS	317,000	\$317,000.00	\$0.00	\$0.00	\$317,000.00	100.00%	\$0.00	\$0.00					
33	GYPSUM WALLBOARD	324,000	\$324,000.00	\$0.00	\$0.00	\$324,000.00	100.00%	\$0.00	\$0.00					
34	CERAMIC TILE	76,000	\$76,000.00	\$0.00	\$0.00	\$76,000.00	100.00%	\$0.00	\$0.00					
35	ACOUSTICAL TREATMENT	212,000	\$212,000.00	\$0.00	\$0.00	\$212,000.00	100.00%	\$0.00	\$0.00					
36	RESINOUS FLOORING	79,000	\$79,000.00	\$0.00	\$0.00	\$79,000.00	100.00%	\$0.00	\$0.00					
37	RESILIENT FLOORING AND BASE	222,000	\$222,000.00	\$0.00	\$0.00	\$222,000.00	100.00%	\$0.00	\$0.00					
38	GYM FLOORING	60,000	\$60,000.00	\$0.00	\$0.00	\$60,000.00	100.00%	\$0.00	\$0.00					

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			WORK COMPLETED		THIS PERIOD					
			FROM PREVIOUS APPLICATION (D + E)							
39	PAINTING	177,000	\$177,000.00		\$0.00	\$0.00	\$177,000.00	100.00%	\$0.00	\$0.00
40	MARKERBOARDS AND TACKBOARDS	50,000	\$50,000.00		\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$0.00
41	SMART BOARDS	269,000	\$269,000.00		\$0.00	\$0.00	\$269,000.00	100.00%	\$0.00	\$0.00
42	CURTAIN CUBICALS	1,000	\$1,000.00		\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
43	TOILET COMPARTMENT DOORS	10,000	\$10,000.00		\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$0.00
44	FLAG POLES	4,000	\$4,000.00		\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$0.00
45	SIGNAGE	50,000	\$50,000.00		\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$0.00
46	CAST PLAQUE	2,500	\$2,500.00		\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$0.00
47	FIRE EXTINGUISHER CABINETS	6,000	\$6,000.00		\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$0.00
48	PREFABRICATED CANOPY	174,000	\$174,000.00		\$0.00	\$0.00	\$174,000.00	100.00%	\$0.00	\$0.00
49	LOCKERS	20,000	\$20,000.00		\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
50	COATED WIRE SHELVING	3,000	\$3,000.00		\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$0.00
51	TOILET ACCESSORIES	15,000	\$15,000.00		\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$0.00
52	STAGE CURTAIN AND RIGGING	20,000	\$20,000.00		\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
53	FOOD SERVICE EQUIPMENT	529,000	\$529,000.00		\$0.00	\$0.00	\$529,000.00	100.00%	\$0.00	\$0.00
54	PROJECTION SCREENS	4,000	\$4,000.00		\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$0.00
55	GYM EQUIPMENT	30,000	\$30,000.00		\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	\$0.00
56	SCHOOL CASEWORK AND MILLWORK	471,000	\$471,000.00		\$0.00	\$0.00	\$471,000.00	100.00%	\$0.00	\$0.00
57	BLINDS	17,000	\$17,000.00		\$0.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$0.00
58	TELESCOPING BLEACHERS	60,000	\$60,000.00		\$0.00	\$0.00	\$60,000.00	100.00%	\$0.00	\$0.00
59	ELEVATOR	50,000	\$50,000.00		\$0.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$0.00
60	PLATFORM LIFT	8,000	\$8,000.00		\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$0.00
61	FIRE PROTECTION (INSIDE)	459,000	\$459,000.00		\$0.00	\$0.00	\$459,000.00	100.00%	\$0.00	\$0.00
62	HVAC	2,750,000	\$2,750,000.00		\$0.00	\$0.00	\$2,750,000.00	100.00%	\$0.00	\$0.00
63	PLUMBING	1,050,000	\$1,050,000.00		\$0.00	\$0.00	\$1,050,000.00	0.00%	\$0.00	\$0.00
64	GEO THERMAL	1,000,000	\$1,000,000.00		\$0.00	\$0.00	\$1,000,000.00	100.00%	\$0.00	\$0.00
65	ELECTRICAL	2,300,000	\$2,300,000.00		\$0.00	\$0.00	\$2,300,000.00	100.00%	\$0.00	\$0.00
66	ALLOWANCES									
67	1. MISCELLANEOUS CONTINGENCY	43,610	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$43,610.41	\$0.00
68	RFP 1	(4,000)	(\$4,000.00)		\$0.00	\$0.00	(\$4,000.00)	100.00%	\$0.00	\$0.00
69	RFP 2	779	\$779.00		\$0.00	\$0.00	\$779.00	100.00%	\$0.00	\$0.00
70	RFP 3	36,602	\$36,602.00		\$0.00	\$0.00	\$36,602.00	100.00%	\$0.00	\$0.00
71	RFP 4	3,252	\$3,252.00		\$0.00	\$0.00	\$3,252.00	100.00%	\$0.00	\$0.00
72	RFP 5	5,241	\$5,241.00		\$0.00	\$0.00	\$5,241.00	100.00%	\$0.00	\$0.00
73	RFP 8	1,045	\$1,045.00		\$0.00	\$0.00	\$1,045.00	100.00%	\$0.00	\$0.00
74	RFP 9	(1,840)	(\$1,840.00)		\$0.00	\$0.00	(\$1,840.00)	100.00%	\$0.00	\$0.00
75	RFP 10	(8,000)	(\$8,000.00)		\$0.00	\$0.00	(\$8,000.00)	100.00%	\$0.00	\$0.00
76	RFP 11	5,540	\$5,540.00		\$0.00	\$0.00	\$5,540.00	100.00%	\$0.00	\$0.00
77	RFP 12	967	\$967.00		\$0.00	\$0.00	\$967.00	100.00%	\$0.00	\$0.00
78	RFP 14	(8,758.35)	(\$8,758.35)		\$0.00	\$0.00	(\$8,758.35)	100.00%	\$0.00	\$0.00
79	RFP 15	2,907.03	\$2,907.03		\$0.00	\$0.00	\$2,907.03	100.00%	\$0.00	\$0.00
80	RFP 16	5,560	\$5,560.00		\$0.00	\$0.00	\$5,560.00	100.00%	\$0.00	\$0.00
81	RFP 17	4,114.57	\$4,114.57		\$0.00	\$0.00	\$4,114.57	100.00%	\$0.00	\$0.00
82	RFP 19	3,638.47	\$3,638.47		\$0.00	\$0.00	\$3,638.47	100.00%	\$0.00	\$0.00
83	RFP 20	3,656.86	\$3,656.86		\$0.00	\$0.00	\$3,656.86	100.00%	\$0.00	\$0.00

A	B	C	D	E		F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
84	RFP 21	(5,809)	(\$5,809.00)		\$0.00	(\$5,809.00)	100.00%	\$0.00	\$0.00
85	RFP 23	(9,951.99)	(\$9,951.99)		\$0.00	(\$9,951.99)	100.00%	\$0.00	\$0.00
86	RFP 24	1,831	\$1,831.00		\$0.00	\$1,831.00	100.00%	\$0.00	\$0.00
87	RFP 25	6,780	\$6,780.00		\$0.00	\$6,780.00	100.00%	\$0.00	\$0.00
88	RFP 26	1,075	\$1,075.00		\$0.00	\$1,075.00	100.00%	\$0.00	\$0.00
89	RFP 28	3,233	\$3,233.00		\$0.00	\$3,233.00	100.00%	\$0.00	\$0.00
90	SPOILS	200,000.00	\$200,000.00		\$0.00	\$200,000.00	100.00%	\$0.00	\$0.00
91	SFSS - OMS BB	8,527	\$8,527.00		\$0.00	\$8,527.00	100.00%	\$0.00	\$0.00
92	2. UNSUITABLE SOILS	23,565.34	\$0.00		\$0.00	\$0.00	0.00%	\$23,565.34	\$0.00
93	RFP 7	125,351.20	\$125,351.20		\$0.00	\$125,351.20	100.00%	\$0.00	\$0.00
94	RFP 27	57,225.66	\$57,225.66		\$0.00	\$57,225.66	100.00%	\$0.00	\$0.00
95	RFP 29	11,426.85	\$11,426.85		\$0.00	\$11,426.85	100.00%	\$0.00	\$0.00
96	RFP 30	31,784.00	\$31,784.00		\$0.00	\$31,784.00	100.00%	\$0.00	\$0.00
97	RFP 31	44,356.45	\$44,356.45		\$0.00	\$44,356.45	100.00%	\$0.00	\$0.00
98	RFP 32	3,450.00	\$3,450.00		\$0.00	\$3,450.00	100.00%	\$0.00	\$0.00
99	RFP 33	1,263.00	\$1,263.00		\$0.00	\$1,263.00	100.00%	\$0.00	\$0.00
100	RFP 34	1,577.50	\$1,577.50		\$0.00	\$1,577.50	100.00%	\$0.00	\$0.00
101	3. FIRE MARSHAL REQUIREMENTS	125,000	\$0.00		\$0.00	\$0.00	0.00%	\$125,000.00	\$0.00
102	4. PRINTING	40,187	\$0.00		\$0.00	\$0.00	0.00%	\$40,187.08	\$0.00
103	COST	9,812.92	\$9,812.92		\$0.00	\$9,812.92	100.00%	\$0.00	\$0.00
104	5. GYM FLOOR LETTERING & LOGO	5,985	\$0.00		\$0.00	\$0.00	0.00%	\$5,985.00	\$0.00
105	COVINGTON	9,015	\$9,015.00		\$0.00	\$9,015.00	100.00%	\$0.00	\$0.00
106	6. ACCESS DOOR CONTROLS	33,586	\$0.00		\$0.00	\$0.00	0.00%	\$33,585.80	\$0.00
107	SYSTEMS INTEGRATION	41,414.20	\$41,414.20		\$0.00	\$41,414.20	100.00%	\$0.00	\$0.00
108	CHANGE ORDER 1	200,000	\$200,000.00		\$0.00	\$200,000.00	100.00%	\$0.00	\$0.00
109	CHANGE ORDER 2	1,179,381.44	\$1,179,381.44		\$0.00	\$1,179,381.44	100.00%	\$0.00	\$0.00
110									
TOTAL		28,276,381.44	\$28,004,447.81		\$0.00	\$28,004,447.81	99.04%	\$271,933.63	\$0.00

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BINKLEY | GARCIA

Architecture & Interior Design

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www.binkleygarcia.com

August 26, 2019

Mr. Trey Lee
Rutherford County Board of Education
2240 Southpark Blvd.
Murfreesboro, TN 37128

Re: Additional Services
Tan Oaks School Site Development
BGA Project No. 19005

Dear Trey:

As Jeff Hooper and I discussed with you in our last meeting, there are a few design items that are considered beyond the scope of prototypical civil design services. This letter outlines those services below, in a similar manner to additional services requests on previous RCS projects. A brief description of each item and a proposed fee amount follows:

1. **Mass Grading Plan** – Based on our previous meeting, it is our understanding it is RCBE's desire to develop a mass grading package to develop pads for all three schools that will be constructed on this campus, along with the main road and related mass grading for the future site development. This will require a separate bid package, permitting, and additional design and construction services related thereto. We propose a lump sum fee of \$60,000.00 for this scope of services.
2. **Masterplanning** – To allow for the design of the mass grading package and utility designs, BC&A will masterplan the site for all three schools to set the location of buildings, parking areas, athletic fields, and stormwater management areas. We propose a lump sum fee of \$40,000.00 for this scope of services.
3. **Public Road from Hoovers Gap to Sledge Road** – The spine road from Hoovers Gap to Sledge Road will be designed as a public road in accordance with the Rutherford County Highway Department standards. It is estimated that approximately 7,100 linear feet (1.33 miles) of road will be required. Only a portion of the road is to be final paved (from Hoovers Gap to a point past the last entry to the Elementary School). We propose a lump sum fee of \$60,500.00 for this scope of services.
4. **Offsite Roadway Improvements on Hoovers Gap and to School Site** – In order to accommodate the proposed traffic utilizing the site, we anticipate roadway improvements to Hoovers Gap for appropriate turning maneuvers. These improvements will be designed in accordance with the County standards and will be submitted to the Rutherford County Highway Department for approval. We propose a lump sum fee of \$24,500.00 for this scope of services.
5. **Onsite Sewer Extension** – We have assisted RCBE in the evaluation of extensions of sanitary sewer to Epps Mill Road. We understand SEC Engineering will be providing the off-site sewer design; however, the public sewer extension will be provided as part of the mass grading plan of

- the school property. It is anticipated that approximately 4,500 linear feet of onsite sewer will be required. We propose a lump sum fee of \$43,000 for this design.
6. **Public Water Extension** – We have assisted RCBE in the evaluation of extensions of water mains through the proposed campus. The final design of the water lines will be completed by Consolidated Utility District's (CUD) engineer. BC&A will be required to provide the initial concepts for approval by CUD. We propose a lump sum fee of \$12,000.00 for this scope of work.

The total of the proposed additional services fee for the scope of work as described above is \$240,000. We have kept this total amount in line with a fee of 3.0% of the \$8M budgeted for the construction of this work.

I am in the process of preparing the AIA Owner-Architect Agreement for the Tan Oaks Elementary School and Site project as per our past projects, and if this proposal for additional services is acceptable, I will include this description and scope of services in that Agreement.

Trey, thank you again for the opportunity to provide architectural and engineering services to Rutherford County Schools.

Sincerely,

BINKLEY GARCIA ARCHITECTURE, LLC



Joseph E. Binkley, AIA

Copy: Jeff Hooper/Barge Cauthen & Associates

BINKLEY | GARCIA

Architecture & Interior Design

5556 Franklin Road, Suite 201
Nashville, Tennessee 37220
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www.binkleygarcia.com

Design and Construction Schedule

Tan Oaks School Site Development and Elementary School
Rutherford County Board of Education
BGA Project No. 19005

August 26, 2019

A/E Coordination meeting dates and Checkset dates TBD

9/25/19	Early Release Mass Grading Site Package – Checkset
10/1/19	Early Release Mass Grading Site Package – Issue for Bidders
10/22/19	Early Release Mass Grading Site Package – Bid Opening (2:00 p.m. at RCBE)
10/25/19	Elementary School – 100% Checkset
11/1/19	Construction Start – Mass Grading Site Package
11/15/19	Issue Elementary School Documents to State Fire Marshal
Dec/19	Expected Review Comments from State Fire Marshal
1/8/20	Site Utilities Package – Checkset
1/14/20	Issue Elementary School Bid Documents to Bidders <i>- Includes Any Revisions from State Fire Marshal Comments</i>
1/14/20	Issue Site Utilities Package to Bidders
1/28/20	Elementary School Pre-bid Conference (10:00 a.m., location TBD)
2/4/20	Site Utilities Package Bid Opening (2:00 p.m. at RCBE)
2/11/20	Elementary School Bid Opening (2:00 p.m. at RCBE)
2/17/20	Construction Start – Site Utilities Package
3/2/20	Construction Start – Elementary School
5/30/21	Elementary School Substantial Completion
Aug 2021	School Starts

The Energy Manager position has been modified to fit the current needs of the Maintenance HVAC Department. The position has been combined with a HVAC Tech Level 6. With the 2 positions combined and I had the position left at the Level 6.5 pay grade because it has the responsibilities of both jobs. This person will know the operations of the energy control system and also know how to repair any mechanical issues. This is a needed change to help with the work load of the department.

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title: HVAC & Refrigeration Service Technician
LEVEL 6
Terms of Employment: 12 Months – Full Time
Immediate Supervisor: HVAC Supervisor

POSITION DESCRIPTION:

The following duties are normal for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

DUTIES:

Service, troubleshoot and maintain the following equipment:

Window Units

PTACs

Single Zone roof top units – gas and electric heat

Muti-Zone roof top units- gas and electric heat

Install and maintain ductwork

Ceiling hung units and fan coils

Wall mount units- electric heat

Screw and Centrifugal Type Chillers

VFD motor controllers

Pumps for water circulation systems

Gas and Electric boiler experience

Ventilation:

Gym fans

Bathroom fans

Kitchen fans and blowers

Exhaust fans

Refrigeration:

Refrigerators

Freezers

Milk coolers

Ice Machines, Walk-in coolers, Walk-in freezers

old Job
Descript
Goal 5

**RUTHERFORD COUNTY BOARD OF EDUCATION
JOB DESCRIPTION**

Job Title: Energy Manager

Term of Employment:

Immediate Supervisor: Maintenance Supervisor

POSITION DESCRIPTION:

Directs the Rutherford County School District's Energy Management Program by implementing energy action plan in compliance with the Board of Education's Energy Conservation Policy.

ESSENTIAL DUTIES:

- Report to the Assistant Superintendent for Engineering and Construction
- Work with the Office of Engineering and Construction staff to evaluate and implement energy conservation projects, improve efficiency of equipment, and maintain facilities to optimize energy consumption
- Work with the Energy Team to develop and implement energy conservation programs and training for employees, students, volunteers, and contractors.
- Collect, organize, and analyze utility data; prepare utility reports, and provide input for determining annual utility budget
- Implement, maintain, and expand the energy management computer system to evaluate utility trends; develop strategies to reduce peak demand charges; control schedules, setpoints, etc.; and, protect indoor environmental quality.
- Perform periodic energy audits
- Coordinate school occupancy schedules to maximize energy conservation
- Support the Assistant Superintendent for Engineering and Construction in their role as Energy Advocate to gain support, increase awareness, and achieve active participation in the energy management program and

- action plan from every employee, student, school volunteer, and contractor as identified in the Board Policy
- Actively pursue knowledge of the latest laws, codes, etc. affecting energy conservation and protection of indoor environmental quality
 - Develop and publish a quarterly progress report of the energy management program
 - Establish and maintain satisfactory, respectful working relationships within the school environment
 - Manage rental of facilities including scheduling of both school group use and community use
 - Manage demand response program
 - Perform other duties as assigned
-

QUALIFICATIONS:

- Bachelor of Science Degree in Engineering, Energy Management, or a Certification in Energy Management or related degree or training
 - Work Experience preferred in energy audits, cost estimating, utility rate structures, and energy analysis software
 - Working knowledge of building systems (electrical, mechanical, plumbing, etc.)
 - Strong verbal and written communication skills
 - Proficiency in Microsoft Office or other office software
 - Such alternatives to the above qualifications as the Director of Schools may find appropriate and acceptable
-

New Replacement
Job Description
Combined

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title: HVAC & Refrigeration Service Technician/Controls Tech
LEVEL 6.5
Terms of Employment: 12 Months – Full Time
Immediate Supervisor: HVAC Supervisor

POSITION DESCRIPTION:

The following duties are normal for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

DUTIES:

Service, troubleshoot and maintain the following equipment:

Window Units

PTACs

Single Zone roof top units – gas and electric heat

Muti-Zone roof top units- gas and electric heat

Install and maintain ductwork

Ceiling hung units and fan coils

Wall mount units- electric heat

Screw and Centrifugal Type Chillers

VFD motor controllers

Pumps for water circulation systems

Gas and Electric boiler experience

Ventilation:

Gym fans

Bathroom fans

Kitchen fans and blowers

Exhaust fans

Refrigeration:

Refrigerators

Freezers

Milk coolers

Ice Machines, Walk-In coolers, Walk-In freezers

Perform preventive maintenance tasks:

Grease bearings, motors and fittings.

Inspect and change belts as needed.

Clean coils

Inspect electrical systems and repair as needed

OTHER DUTIES:

Work with outside contractors and vendors to schedule and oversee work

Ability to prepare reports and audits concerning Energy usage

Cordiant with schools for occupancy schedules and usage

Work with all areas of RCS concerning Energy projects and usage

Maintain and expand the energy management computer system as needed

Perform other duties as assigned

QUALIFICATIONS:

- Physically able to perform all work described herein
- Capable of working with equipment with voltages ranging up to 480volts
- Knowledge of 3 phase electrical systems
- Ability to read wiring diagrams to troubleshoot HVAC systems
- Able to lift 50lbs repeatedly
- Able to work in extreme temperatures and environments
- Able to work with minimal supervision
- Ability to determine materials and supplies needed to complete job tasks
- Valid TN driver's license
- High school diploma or GED
- EPA certification Type: Universal
- Energy management training (preferred)

The Energy Manager position has been modified to fit the current needs of the Maintenance HVAC Department. The position has been combined with a HVAC Tech Level 6. With the 2 positions combined and I had the position left at the Level 6.5 pay grade because it has the responsibilities of both jobs. This person will know the operations of the energy control system and also know how to repair any mechanical issues. This is a needed change to help with the work load of the department.

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title: HVAC & Refrigeration Service Technician
LEVEL 6
Terms of Employment: 12 Months – Full Time
Immediate Supervisor: HVAC Supervisor

POSITION DESCRIPTION:

The following duties are normal for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

DUTIES:

Service, troubleshoot and maintain the following equipment:

Window Units

PTACs

Single Zone roof top units – gas and electric heat

Muti-Zone roof top units- gas and electric heat

Install and maintain ductwork

Ceiling hung units and fan coils

Wall mount units- electric heat

Screw and Centrifugal Type Chillers

VFD motor controllers

Pumps for water circulation systems

Gas and Electric boiler experience

Ventilation:

Gym fans

Bathroom fans

Kitchen fans and blowers

Exhaust fans

Refrigeration:

Refrigerators

Freezers

Milk coolers

Ice Machines, Walk-in coolers, Walk-in freezers

OLD Job
Description
Final E

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Energy Manager

Term of Employment:

Immediate Supervisor: Maintenance Supervisor

POSITION DESCRIPTION:

Directs the Rutherford County School District's Energy Management Program by implementing energy action plan in compliance with the Board of Education's Energy Conservation Policy.

ESSENTIAL DUTIES:

- Report to the Assistant Superintendent for Engineering and Construction
- Work with the Office of Engineering and Construction ~~staff~~ to evaluate and implement energy conservation projects, improve efficiency of equipment, and maintain facilities to optimize energy consumption
- Work with the ~~Energy Team~~ to develop and implement energy conservation programs and training for employees, students, volunteers, and contractors.
- Collect, organize, and analyze utility data; prepare utility reports, and provide input for determining annual utility budget
- Implement, maintain, and expand the energy management computer system to evaluate utility trends; develop strategies to reduce peak demand charges; control schedules, setpoints, etc.; and, protect indoor environmental quality.
- Perform periodic energy audits
- Coordinate school occupancy schedules to maximize energy conservation
- Support the Assistant Superintendent for Engineering and Construction in their role as Energy Advocate to gain support, increase awareness, and achieve active participation in the energy management program and

action plan from every employee, student, school volunteer, and contractor as identified in the Board Policy

- Actively pursue knowledge of the latest laws, codes, etc. affecting energy conservation and protection of indoor environmental quality
- Develop and publish a quarterly progress report of the energy management program
- Establish and maintain satisfactory, respectful working relationships within the school environment
- Manage rental of facilities including scheduling of both school group use and community use
- Manage demand response program
- Perform other duties as assigned

QUALIFICATIONS:

- Bachelor of Science Degree in Engineering, Energy Management, or a Certification in Energy Management or related degree or training
 - Work Experience preferred in energy audits, cost estimating, utility rate structures, and energy analysis software
 - Working knowledge of building systems (electrical, mechanical, plumbing, etc.)
 - Strong verbal and written communication skills
 - Proficiency in Microsoft Office or other office software
 - Such alternatives to the above qualifications as the Director of Schools may find appropriate and acceptable
-

New Replacement
Job Description
Combined

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title: HVAC & Refrigeration Service Technician/Controls Tech

LEVEL 6.5

Terms of Employment: 12 Months – Full Time

Immediate Supervisor: HVAC Supervisor

POSITION DESCRIPTION:

The following duties are normal for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

DUTIES:

Service, troubleshoot and maintain the following equipment:

Window Units

PTACs

Single Zone roof top units – gas and electric heat

Muti-Zone roof top units- gas and electric heat

Install and maintain ductwork

Ceiling hung units and fan coils

Wall mount units- electric heat

Screw and Centrifugal Type Chillers

VFD motor controllers

Pumps for water circulation systems

Gas and Electric boiler experience

Ventilation:

Gym fans

Bathroom fans

Kitchen fans and blowers

Exhaust fans

Refrigeration:

Refrigerators

Freezers

Milk coolers

Ice Machines, Walk-in coolers, Walk-in freezers

Perform preventive maintenance tasks:

Grease bearings, motors and fittings.

Inspect and change belts as needed.

Clean coils

Inspect electrical systems and repair as needed

OTHER DUTIES:

Work with outside contractors and vendors to schedule and oversee work

Ability to prepare reports and audits concerning Energy usage

Cordiant with schools for occupancy schedules and usage

Work with all areas of RCS concerning Energy projects and usage

Maintain and expand the energy management computer system as needed

Perform other duties as assigned

QUALIFICATIONS:

- Physically able to perform all work described herein
- Capable of working with equipment with voltages ranging up to 480volts
- Knowledge of 3 phase electrical systems
- Ability to read wiring diagrams to troubleshoot HVAC systems
- Able to lift 50lbs repeatedly
- Able to work in extreme temperatures and environments
- Able to work with minimal supervision
- Ability to determine materials and supplies needed to complete job tasks
- Valid TN driver's license
- High school diploma or GED
- EPA certification Type: Universal
- Energy management training (preferred)

Letter
Request



Capital projects 2020-2021

update 8-21

Major Re-Roofing

Blackman High	425,000
Blackman Elementary	1,000,000.00
Cedar Grove Elementary	300,000.00
Christiana Middle	1,500,000.00
Daniel McKee	350,000.00
David Youree	350,000.00
Eagleville	450,000.00
Holloway	550,000.00
John Colemon	1,000,000.00
Lavergne High Field House	150,000.00
Lavergne Middle	1,250,000.00
Rock Springs Middle	1,250,000.00
Siegel Middle	1,500,000.00
Smyrna High	2,000,000.00
Thurman Francis Annex	300,000.00
Wilson Elementary	1,000,000.00

Portables 20 a year@ \$ 10,000	200,000.00
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TOTAL	13575000	Could spread over 3 yrs
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Bleachers and Seats

RHS- Auditorium	250,000.00
OHS-Auditorium	250000
Stewartsboro Gym	20000
Eagleville Main Gym	35000
Mcfadden Exterior	25000

TOTAL	555000
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HVAC Controls

BAS Graphic Interface	\$59,038.00
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TOTAL	\$59,038.00
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Misc Items

Lifts for High Schools (6 x \$12,000)	72000
New Lift Truck	75000

High School Shop Doors	250,000.00	
High Schhol Shop Air	250,000.00	
Portable Replacement (\$65,000.00 ea)	1300000	
TOTAL		1,800,000.00

Paving/Seal Coating/Striping

Buchanan Elementary	65,000.00	
Buchanan Middle	100,000.00	
Siegel High Seal Coat	80,000.00	
Red Hawk Parkway Repairs	25,000.00	
David Youree Rear Bus drive	25,000.00	
OHS	800,000.00	
RHS	800,000.00	
TOTAL		1895000

Major HVAC Components

Barfield	1,300,000
Cedar Grove	1,200,000
Eagleville	2,250,000
Eagleville Gym	430,000
John Coleman Annex	350,000
Kittrell	1,200,000
Lascassas	1,415,000
Lavergne High Addition #1	450,000
Rockvale Elemenaty	1,415,000
Smyrna High Addition #1	1,600,000
Stewartsboro	1,300,000
Thurman Francis Addition	350,000
Central Office	500,000
Portable @\$6,500.00 each	250,000

TOTAL 14,010,000 Could use a \$7.5 millio
More system will come

Major Plumbing Components

Buchanan Sewer System	1,500,000
John Coleman Annex	250,000
SHS Irrigation	100,000.00
LHS Irrigation	100,000.00
RHS Irrigation	100,000.00
OHS Irrigation	75,000.00
BHS Irrigation	50,000.00
Siegel Irrigation	25,000.00
Eagleville Irrigation	50,000.00

	TOTAL	\$2,250,000.00
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Renovation-Repurpose Projects

Stewartsboro Library	\$8,000.00
Blackman Middle Library	\$25,000.00
Siegel Middle Library	25000
SCHS Pond Pumps	40,000.00
Siegel High Library carpet	35,000.00
Smyrna High library	35,000.00
John Colemon Annex Cafeteria-floor	35,000.00
Teacher Center	150,000.00

TOTAL	\$353,000.00
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Safety-Security

Camera Program/DVR	1,000,000	3 year program
Access Controls-Continue	\$250,000.00	
Walter Hiill Secure Vestibule	35000	
Walter Hill Entrance Doors	35,000	
Blackman High Secure Entrance	35,000	

ReKey to Primus	
Barfield	45,000
Blackman Elementary	45,000
Blackman High	65,000
Blackman Middle	45,000
Buchanan Elementary	45,000
Cedar Grove	45,000
Christiana Elementary	45,000
Christiana Middel	45,000
Daniel McKee	25,000
David Youree	45,000
Eagleville	75,000
Holloway	35,000
John Coleman Annex	35,000
Kitrell	40,000
Lascassas	40,000
LHS	50,000
Lavergne Middle	50,000
Lavergene Primary	30,000
McFadden	30,000
OHS	65,000
RHS	65,000
Rock Springs Elementarty	30,000
Rock Springs Middle	45,000
Rockvale Elementary	45,000

Roy Waldren	30,000
Siegel High	50,000
Siegel Elementary	45,000
Siegel Middle	45,000
Smyrna Elementary	35,000
SHS	75,000
Smyrna Middle Original	45,000
Smyrna West	25,000
Stewarts Creek Elem	50,000
Stewarts Creek Middle	55,000
Stewartsboro	45,000.00
Thurman Francis	45,000.00
Walter Hill	45,000.00
Wilson Elementary	35,000.00

TOTAL

3065000 Could be split over thr

Restroom Restoration

SMS	175,000.00
OHS	250,000.00
RHS	250,000.00
SHS	175,000.00
LHS	175,000.00

TOTAL

1025000

Canopies-Walkways

Eagleville	40,000.00
Smyrna Middle	20,000.00
Stewarts Creek Elementary	60,000.00

TOTAL

120,000.00

Playgrounds

Lascassas	270,000.00
Stewartsboro	270,000.00
Daniel McKee	270,000.00

TOTAL

810,000.00

LED Lighting
could be a 4 year project \$5.5 million each year

16,500,000.00

TOTAL

56017038

7-19

ears

n a year for 4 years
e forward each year

ee years

Rutherford County Board of Education

Monitoring:

Review: Annually,
in September

Descriptor Term:

Role of the Board of Education

Descriptor Code:

1.101

Issued Date:

01/15/09

Rescinds:

1-4/1-2

Issued:

The Board will be guided by the general mandatory powers and duties of the Board as defined through statute¹ which state or imply that a local Board of Education has full power to operate the local public schools as it deems fit in compliance with state and federal mandates. The Board functions only when in session.

The Board sees these as its required functions:

1. **Policy Oversight:**² The Board will develop policy and employ a chief school administrator who shall carry out its policies through the development and implementation of administrative procedures. The Board will evaluate the effectiveness of its policies and their implementation. This includes setting and evaluating goals in educational and financial areas.

2. **Educational Planning:**³ The Board will require reliable information from responsible sources which enable it and the staff to work toward the continuous improvement of the educational program.

3. **Provision of Financial Resources:**⁴ The Board will adopt a budget to provide the necessary funding in terms of buildings, staff, materials and equipment to enable the school system to carry out its functions.

4. **Interpretation:** The Board will keep the local community informed about the schools and keep itself informed about the wishes of the public. The Board will build public support for the schools by involving the public in the planning process.

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

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

Legal References:**Cross References:**

1. TCA 49-2-203	Policy Development & Adoption 1.600
2. TCA 49-2-207	Administrative Procedures 1.601
3. TCA 49-1-302(a)(3); TRR/MS 0520-2-1-.01	School District Goals 1.700
4. TCA 49-2-203(10)(A)(i)	Annual Operating Budget 2.200

The Board will oversee the operation of the school district in compliance with state and federal laws.¹

The Board will function only when in session. The Board's required functions include, but are not limited, to the following:

GENERAL

1. To develop and adopt a strategic plan in consultation with the Director of Schools;²
2. To adopt all policies required by state or federal law;³
3. To approve school zones;⁴
4. To approve the district calendar;⁵
5. To adopt district safety plans;⁶
6. To approve the closure of facilities, if needed;¹
7. To approve an insurance provider;¹ and
8. To approve/modify the agenda at the beginning of the board meeting.¹

FISCAL

1. To approve and adopt the budget;¹
2. To approve purchases outside the budget on a case-by-case basis in accordance with board policy;¹
3. To approve budget transfers;⁷
4. To adopt the district salary schedule;⁸
5. To approve a differentiated pay plan;⁹
6. To approve funding for the district maintenance plan and capital requests;¹

7. To approve the location and scope of new building projects;¹ and

8. To approve bids.¹

INSTRUCTION AND STUDENTS

1. To adopt the curriculum;¹

2. To adopt textbooks;¹⁰

3. To review student disciplinary issues appealed to the Board and make a final determination;¹¹

4. To authorize or prohibit the use of corporal punishment;¹²

5. To approve or deny admission of students expelled from other school districts;¹³ and

PERSONNEL

1. To employ and evaluate the Director of Schools;¹

2. To grant tenure to eligible teachers;¹⁴ and

3. To dismiss tenured teachers.¹⁵

Legal References

1. TCA 49-2-203
2. TRR/MS 0520-01-03-.03(14); State Board of Education Policy 2.101; TCA 49-1-613
3. TCA 49-2-207
4. TCA 49-6-403(c)
5. TCA 49-6-3004
6. TCA 49-6-804(a)
7. OP Tenn. Atty. Gen. 83-464 (Oct 26, 1983)
8. TCA 49-3-306(a)
9. TCA 49-3-306(h)
10. TCA 49-6-2207(a)(1)
11. TCA 49-6-3401(c)(4)(C)
12. TCA 49-6-4104
13. TCA 49-6-3401(f)
14. TCA 49-5-504(b); TCA 49-2-203(a)(1)
15. TCA 49-5-511

Cross References

Duties of Board Members 1.202
Policy Development & Adoption 1.600
Administrative Procedures 1.601
School District Goals 1.700
School District Planning 1.701
Annual Operating Budget 2.200

Rutherford County Board of Education

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

The Director of Schools shall keep, or cause to be kept, complete and accurate minutes of all meetings of the Board.¹ A draft of the minutes of the previous meeting shall be sent to all board members with the agenda for the upcoming meeting. Following their approval by the Board, the minutes shall be signed by the Chair and Director of Schools. The minutes shall become permanent records of the Board and shall be made available to interested citizens and the news media upon request.^{2,3} A copy shall be posted on the district website at www.rcschools.net.

The minutes shall include:

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

Legal References

1. TCA 49-2-301(b)(1)(C)-(D)
2. TCA 8-44-104
3. TCA 10-7-503(a)(1)(B)(2)(B)(i)-(iii)
4. TCA 49-2-203(a)(11); **Public Acts of 2019, Chapter No. 248**

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Tobacco and Vape-Free Schools	Descriptor Code: 1.803	Issued Date: 06/05/19
		Rescinds: 1.803	Issued: 01/15/09

All uses of tobacco, electronic/battery operated devices, vapor products, and all other associated paraphernalia are prohibited in all of the school district's buildings and in all vehicles that are owned, leased, or operated by the district.¹ Smoking and vaping shall be prohibited on school grounds including, but not limited to, in any public seating areas including, but not limited to, bleachers used for sporting events, or public restrooms.²

Employees may not smoke or vape anywhere on school grounds, including in the employee's car if on school property. If an employee is given permission to leave school grounds to smoke or vape, the employee must not be within 100 feet of any school entrance. The employee must not litter or trespass on others' property.

Employees and students in the school district will not be permitted to use these products while they are participants in any class or activity in which they represent the school district.

Any student who possesses these products may be disciplined and/or issued a citation by the school principal and/or school resource office.

Signs will be posted throughout the district's facilities to notify students, employees, and all other persons visiting the school that the use of these products is forbidden.³

Legal References

1. 20 USCA § 6083; TCA 39-17-1604(6); TCA 39-17-1503(9), (10)
2. TCA 39-17-1604(10)
3. TCA 39-17-1605

Cross References

Community Use of School Facilities 3.206
Code of Conduct 6.300

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Alcohol & Drugs in the Workplace	Descriptor Code: 1.804	Issued Date: 01/15/09
		Rescinds: 3-36/4-19	Issued:

General

Any employee who violates the terms of this policy shall be subject to disciplinary action, including but not limited to, suspension, dismissal, and/or referral for prosecution.

The Director of Schools shall be responsible for providing a copy of this policy to all school district employees.

DEFINITIONS

“Workplace” shall include any school building or any school premise; any school-owned or any other school-approved vehicle used to transport students to and from school or school activities; and off-school property during any school-sponsored or school approved activity, event, or function.

“Illegal drugs” shall include any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as defined by federal law.²

“Unauthorized drugs” shall include, but are not limited to, inhalants; any designer, synthetic, derivative, analogous, or "look-alike" substances that are manufactured, designed, or intended to resemble and/or mimic the effects of illegal drugs; any legally prescribed drugs being used in a manner for which they were not intended or prescribed including, but not limited to, the use of prescription drugs prescribed for another individual; and any lawful substances that could result in impairment of physical or mental capacity that is threatening to the health or safety of the employee or others.³

“Alcohol” shall include, but is not limited to, spirits, liquor, wine, beer, and any liquid containing alcohol as defined by state and federal law.⁴

ALCOHOL & DRUG-FREE WORKPLACE

No employee while on or in the workplace shall unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of any illegal or unauthorized drugs¹ or any alcohol.⁵

Legal References

1. Drug Free Workplace Act of 1988, 41 USCA § 8103
2. 21 USCA § 812
3. TCA 49-5-1003
4. TCA 57-4-102; 26 USCA § 5002
5. TCA 39-17-715

Cross References

Supervision 5.108
Drug & Alcohol Testing for Employees 5.403
Drug-Free Schools 6.307

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Surplus Property Sales	Descriptor Code: 2.403	Issued Date: 01/15/09
		Rescinds: 7-21	Issued:

The Director of Schools shall prepare a list of unusable items for Board approval.¹ The list shall contain the following information: name of item, date of purchase, and reason for disposal.

All unusable items shall be sold to the highest bidder after advertising in a newspaper of general circulation at least seven (7) days prior to the sale.

Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be disposed of without the necessity of bids. In order for such disposal without bids, the Director of Schools and the Board Chair shall agree in written form that the property is of no value or is of less value than five hundred dollars (\$500).²

If reasonable attempts to dispose of surplus properties fail to produce monetary return to the district, the Board shall approve other methods of disposal.³

Surplus equipment will be auctioned off by the district at the end of the school year. The Board shall approve all surplus equipment prior to the materials being disposed of at the end of the school year.

DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS⁴

When equipment that was purchased with federal dollars is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment shall be made as follows:

1. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency; or
2. Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold, and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

Legal References

1. TCA 49-6-2006(b)(3); TCA 49-6-2208
2. TCA 49-6-2007; Public Acts of 2019, Chapter No. 413
3. TCA 12-2-403(a)
4. 2 CFR § 200.313

Cross References

Duties of Officers 1.201
Inventories 2.702
Textbooks 4.401

Rutherford County Board of Education

Monitoring:

Review: Annually, in
September

Descriptor Term:

Credit Cards/Credit Lines

Descriptor Code:

2.8051

Issued Date:

[Click here to
enter a date.](#)

Rescinds:

2.8051

Issued:

01/12/12

1 Credit Cards

2 All school credit card use shall meet the requirements of the Tennessee Internal School Uniform
3 Accounting Policy Manual.

4 Only the Principal is authorized to apply for a credit card in the name of the school.

5 Credit cards that have not been issued or are currently not being used should be stored in a safe or in a
6 locked drawer to provide for their safekeeping.

7 A listing should be maintained of all issued credit cards and all authorized users as listed in the credit
8 card agreement.

9 A log of individual transactions shall be maintained for each credit card.

10 Cash advances from credit cards are prohibited.

11 The principal should establish individual transaction and daily dollar limits for each card.

12 Employees will be required to reimburse the school for any unauthorized purchases.

13 Credit cards should only be used for transactions in which the use of a standard purchase order is either
14 impossible or would result in a delay of the delivery of goods or services during a time of emergency.

15 Credit cards may also be used to facilitate out of town travel by employees or school groups on official
16 school business or school trips.

17 All use of credit cards shall be done in accordance with the school's purchasing policies and
18 procedures.

19 Actual (original) invoices that support each credit card purchase should be submitted timely with
20 proper documentation.

21 Timely reconciliations of monthly credit card statements must be performed.

Credit card premiums or bonuses that consist of noncash items should be handled in accordance with the Ethics Policy of the county. Premiums that consist of cash should be deposited into the General Fund.

Debit Cards

No debit cards are authorized for any school activity fund in the Rutherford County School System.

Gift Cards

The purchase of gift cards that are then given to school employees to make school purchases is strongly discouraged. If gift cards are used in this manner, the same controls for debit cards enumerated in the Tennessee Internal School Uniform Accounting Policy Manual shall apply.

When gift cards are given as awards, a listing shall be prepared to document and account for all gift cards purchased. At a minimum, the listing must include columns for (1) the dollar amount(s) for each individual card, (2) the individuals who were awarded the respective cards, and (3) the signature of the recipient to indicate that they received the gift card. The reason for the awards should also be clearly documented.

Online Banking

The use of Online Banking for the school activity funds is limited to inquiry only for the principal and the school bookkeeper. No banking transactions shall be made using online banking.

District credit cards shall be maintained by the Director of Schools/designee through procedures developed and maintained in the district office for the purchase of appropriate goods and services for district or school related purposes only.¹ The credit card will be kept in a secure location, and the account number will remain confidential.

The Director of Schools/designee shall review and approve card transactions. Purchases which are not approved by the Director of Schools or the Director of Finance will be reimbursed to the district within ten (10) days of notification.

Card users shall be held accountable for appropriate use of credit cards/credit lines. Unauthorized use of a credit card/credit line shall be grounds for disciplinary action, including termination of employment. Cash advances using district credit cards are prohibited.

Any school employee that purchases items with the credit card or any approved credit line shall follow the guidelines outlined below:

1. Original receipts for each purchase shall be turned into the bookkeeper within three (3) working days of purchase;

2. If the credit card is used to pay for a conference or training, a copy of the registration form shall be turned in;
3. The bookkeeper or a separate employee shall check off on purchases and the physical inventory that is purchased;
4. All purchases shall be district or school related purchases;
5. If there is any incurred finance or late charges, the responsibility will belong to the person or program associated with said charges; and
6. Under no circumstances will the credit card/credit line be used to make personal purchases.

Legal References

1. *Tennessee Internal School Uniform Accounting Procedure Manual*, Section 4-8; Section 4-13 through 4-15

Cross References

Executive Committee 1.301
Purchasing 2.805
Purchase Orders and Contracts 2.808

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 08/16/17
		Rescinds: 3.202	Issued: 06/09/16

1 *General*

2 The Director of Schools shall be responsible for developing, maintaining, and acquiring board
3 approval of the district Emergency Preparedness Plan¹ which shall include procedures for bomb
4 threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and
5 medical emergencies.

6 The principal of each school shall develop and implement emergency preparedness drills which shall
7 be approved by the Director of Schools. When appropriate, such drills shall be held in conjunction with
8 emergency response agencies. ~~These procedures shall be in written form and distributed to all staff,~~
9 ~~students, and parents.~~

10 **FIRE AND SAFETY DRILLS**

11 The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30)
12 school days, with two (2) fire drills occurring during the first thirty (30) full days of the school year.
13 Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted
14 throughout the year.²

15 The principal shall ensure that three (3) additional safety drills are given during the school year.³ These
16 drills may cover inclement weather, earthquakes, armed intruders, or other emergency drills that do not
17 require full evacuation. A record of all fire or safety drills, including the time and date, shall be kept in
18 each school's office.³

19 ~~The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and~~
20 ~~shall give all school personnel instructions on how to properly use fire extinguishers.~~

21 **ARMED INTRUDER DRILLS**

22 The Director of Schools or his/her designee shall ensure that the school safety team conducts at least
23 one (1) armed intruder drill annually in coordination with local law enforcement.⁴

24 **AED DRILLS⁵**

25 ~~Any school with an AED~~ All schools shall conduct a CPR and AED drill to ensure awareness of the
26 steps that shall be taken in the event of a medical emergency. The principal shall ensure that the drill
27 occurs.

28 The Director of Schools or his/her designee shall develop the necessary administrative procedures on
29 AED and CPR training, planning, notification, and maintenance to comply with state law.

1 MEDICAL EMERGENCIES/PANDEMIC FLU⁶

- 2 In the event of medical emergencies such as a pandemic flu outbreak, school officials shall cooperate
3 and consult with the local and state health departments and other local emergency or healthcare
4 providers in protecting students and the community from further infection. The Director of Schools
5 shall develop procedures for health emergencies in accordance with state law and regulations.

Legal References

1. TRR/MS 0520-01-03-.03(15); TCA 49-6-804
2. TCA 68-102-137(b)
3. TCA 68-102-137(f)
4. TCA 49-6-807
5. TCA 49-2-122; TCA 49-6-1208; Public Acts of 2019, Chapter No. 391
6. TCA 49-6-3004(a), (e); TCA 49-5-404

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Grade Point Average (GPA) and Class Rank (9-12)	Descriptor Code: 4.602	Issued Date: 06/05/19
		Rescinds: 4.602	Issued: 03/14/13

All students and all subjects (except pass/fail grades) are included in class rank and GPA. The Tennessee Board of Education's Uniform Grading System will be used for semester grades. GPA and class rank are based on semester averages only.

Grade & Quality Points	Percentage Range		Weighting for Honors/Advanced Honors Courses & National Industry Certification	Weighting for Local and Statewide Dual Credit Courses, and Dual Enrollment Courses	Weighting for Advanced Placement, Cambridge, International Baccalaureate Courses
A=4 QP	93	100	Will include the addition of 3 percentage points to the grades used to calculate the semester average*	Will include the addition of 4 percentage points to the grades used to calculate the semester average*	Will include the addition of 5 percentage points to the grades used to calculate the semester average*
B=3 QP	85	92			
C=2 QP	75	84			
D=1 QP	70	74			
F=0 QP	0	69			

*Weighting is subject to the grading system requirements outlined in Board Policy 4.600.
Class rank is computed at the end of the 5th and 7th semesters (regular semesters, not summer semesters).
When a course is repeated, BOTH grades become a part of the GPA.

With regard to a Dual Enrollment Course taken by a student at an institute of higher education (IHE), if the IHE does not provide the district with numerical grades, the school district will convert the letter grade to a numeric grade based upon the following conversion:

Letter Grade Received from IHE	Numerical Grade Conversion
A+	100
A	95
A-	93
B+	92

B	88
B-	85
C+	84
C	80
C-	75
D	70
F	65

The additional four (4) percentage points will then be added to the student's final grade.

Valedictorian/Salutatorian Criteria for the Graduating Class of 2020 to 2022:

1. The valedictorian/salutatorian shall be the student(s) who attain(s) the highest grade point average for grades 9-12 and;
2. The valedictorian/salutatorian shall have taken a minimum of twelve (12) honors or above honors level courses and;
3. The valedictorian/salutatorian shall meet all requirements for a student graduating with honors and a student graduating with distinction pursuant to the Tennessee Board of Education's criteria.
5. The requirements for valedictorian/salutatorian must be completed by the end of the 7th semester.

Valedictorian/Salutatorian Criteria for the Graduating Class of 2023 and Beyond:

1. The valedictorian/salutatorian shall be the student(s) who attain(s) the highest grade point average for grades 9-12 and;
2. The valedictorian/salutatorian shall have taken a minimum of twelve (12) honors or above honors level courses and;
3. The valedictorian/salutatorian shall meet all requirements for a student graduating with distinction pursuant to the Tennessee Board of Education's criteria.
4. In the event multiple students meet the aforementioned criteria, then the highest achieved ACT composite will serve as the final determination criteria. ~~This will begin with the graduating class of 2023.~~

1 5. The requirements for valedictorian/salutatorian must be completed by the end of the 7th
2 semester.

3 Exception: Schools in Rutherford County with an enrollment of less than 500 students shall determine
4 valedictorian/salutatorian based upon honors and above honors level courses available.

5 Exception: If there is no student within the school who meets the above listed criteria, the valedictorian
6 shall be the student with the highest grade point average.

7 Each high school principal shall approve a list of courses eligible for Honors/Advanced Honors and
8 Advanced Placement status. A copy of the approved list will be placed in the Administrative Procedures
9 Manual for the preceding school year. All honors/advanced honors and advanced placement courses
10 must meet the Tennessee Board of Education's guidelines regarding standards for honors courses.

11 Students graduating with distinction will be noted and recognized in the graduation printed program.
12 Additional "graduation with distinction" recognition will be the decision of the Board.

Cross References

Grading System 4.600
Graduation Requirements 4.605

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Graduation Requirements	Descriptor Code: 4.605	Issued Date: 11/15/16
		Rescinds: 4.605	Issued: 06/09/16

General

To meet the requirements for graduation, a student shall have attained an approved attendance, conduct and subject matter record which covers a planned program of education, and such record shall be kept on file in the high school.

The program of studies shall include areas and content **required by** the State Board of Education and shall be flexible enough to facilitate progress from one stage of development to another, thus providing for more effective student adjustment.

~~The pattern of courses which shall be required of all students in grades nine (9) through twelve (12) shall be in accordance with the Rules and Regulations of the State Board of Education and the Rutherford County Board of Education.~~

Students shall earn **five** (5) units of credit in order to be classified as a sophomore, **eleven** (11) units of credit to be classified as a junior, and **seventeen** (17) units of credit to be classified as a senior.

Before high school graduation, every student shall:¹

1. Achieve the specified twenty-two (22) units of credit;
2. Take the required end-of-course exams;
3. Have satisfactory records of attendance and conduct;
4. Take the ACT or SAT in the 11th grade if enrolled in a Tennessee public school during their 11th grade year;² and
5. **Complete Pass** a United States civics test.³

The curriculum for homebound students is an integral part of the general curriculum of each school; therefore, homebound students shall also have the same participatory privileges with the following stipulations:

1. The medical verification of the physical disability of the student to participate is provided to the homebound teacher; and
2. The principal of the school be notified by May 1st of the current year by the homebound teacher of the student's intent to participate in graduation rehearsals and exercises.

Students who have completed all graduation requirements will be awarded a regular diploma. Students who complete all graduation requirements, but have not passed the proficiency test, will be awarded a certificate of attendance.

Any enrolling or transferring students in grades **eleven** (11) or **twelve** (12) that are in the care of or exiting the custody of the Department of Children's Services shall only be required to meet the minimum requirements for graduation established by the State Board of Education

SPECIAL EDUCATION STUDENTS⁴

Special education students who earn the prescribed twenty-two (22) credit minimum shall be awarded a regular high school diploma.

Students who have received the diplomas listed below shall continue to make progress towards a regular high school diploma until the end of the school year in which they turn twenty-two (22) years old.

Special Education Diploma

A special education diploma shall be awarded to students who have not met the requirements for a regular high school diploma⁵ but have:

1. Completed four (4) years of high school;
2. Made satisfactory progress on their IEP; and
3. Maintained satisfactory records of attendance and conduct.

Occupational Diploma

Special education students who do not meet the requirements for a regular high school diploma may be awarded an occupational diploma if the student has:^{1,4}

1. Completed at least four (4) years of high school;
2. Made satisfactory progress on their IEP;
3. Maintained satisfactory records of attendance and conduct;
4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment (SKEMA); and
5. Has two (2) years of paid or non-paid work experience.

The decision to attain an occupational diploma shall be made at the conclusion of the student's 10th grade year or two (2) academic years prior to the expected graduation date.

Alternate Academic Diploma

Special education students who do not meet the requirements for a regular high school diploma may be awarded an alternate academic diploma if the student has:⁴

1. Completed at least four (4) years of high school;
2. Participated in the high school alternate assessment;
3. Earned the prescribed twenty-two (22) credit minimum;
4. Made satisfactory progress on their IEP;
5. Maintained satisfactory records of attendance and conduct; and
6. Completed a transition assessment that measures postsecondary education and training, employment, independent living, and community involvement.

1 STUDENT LOAD

2 All full-time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum
3 of five (5) units of credit for graduation per year. Students with hardships and gifted students may appeal
4 this requirement to the Director of Schools and then to the Board.⁶

5 EARLY GRADUATION⁷

6 High school students shall be permitted to complete an early graduation program. Students intending to
7 graduate early shall inform the school principal of this intent prior to the beginning of 9th grade or as
8 soon thereafter as the intent is known.

9 In order to graduate early, students shall meet the following requirements:

- 10 1. Earn the required eighteen (18) credits;
- 11 2. Achieve a benchmark score for each required end-of-course exam;
- 12 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 13 4. Meet the minimum ACT or SAT benchmark score (19 or higher on the ACT mathematics
14 subtest or a 460 or higher on the SAT mathematics, 18 or higher on the English subtest and a
15 19 or higher on the ACT reading subtest or 450 or higher on the SAT critical reading subtest);
- 16 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 17 6. Complete at least two (2) types of the following courses:
 - 18 a. AP;
 - 19 b. IB;
 - 20 c. Dual enrollment; or
 - 21 d. Dual credit.

22 The Director of Schools shall develop administrative procedures to ensure that the early graduation
23 program is conducted in accordance with state law.

Legal References

1. TCA 49-6-6001; State Board of Education Policy 2.103
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; Public Acts of 2019, Chapter No. 442;
State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06(1)(a); State Board of Education
Policy 2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.06(1)(a)(7)
7. TCA 49-6-8303; State Board of Education Policy 2.103

Cross References

Basic Curriculum Program 4.201
Grade Point Average and Class Rank 4.602

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Testing Programs	Descriptor Code: 4.700	Issued Date: 08/16/17
		Rescinds: 4.700	Issued: 02/09/17

General

The Board shall provide for a system-wide testing program which shall be periodically reviewed and evaluated. The purposes of the program shall be to:

1. Assist in promoting accountability;
2. Determine the progress of students;
3. Assess the effectiveness of the instructional program and student learning;
4. Aid in counseling and guiding students in planning future education and other endeavors;
5. Analyze the improvements needed in each instructional area;
6. Assist in the screening of students with learning difficulties;¹
7. Assist in placing students in remedial programs;
8. Provide information for college entrance and placement; and
9. Assist in educational research by providing data.²

The Director of Schools shall be responsible for planning and implementing the program which includes:

1. Determining specific purposes for each test;
2. Selecting the appropriate test to be given;
3. Establishing procedures for administering the tests;
4. Making provisions for interpreting and disseminating the results;
5. Maintaining testing information in a consistent and confidential manner; and
6. Ensuring that results are obtained as quickly as possible, especially when placement in a special learning program might be necessary.

1 State-mandated student testing programs shall be undertaken in accordance with guidelines published
2 by the State Department of Education.³

3 **WEIGHTING TCAP SCORES**

4 TNReady⁴ and EOC⁵ scores shall be included in students' final grades as follows:

- 5 1. Grades 3-5 - 15%
- 6 2. Grades 6-8 - 15%
- 7 3. Grades 9-12 - 15%

8 EOC Grade Conversion from raw score to quick score will be the cube root methodology previously
9 used by the Tennessee Department of Education for quick score generation.

10 The Director of Schools may exclude these scores from students' final grades if results are not received
11 by the district at least five (5) instructional days before the end of the course.^{4,5}

12 **INTEREST INVENTORIES AND CAREER ASSESSMENTS⁶**

13 Interest inventories shall be made available to middle schoolers. These will include assessments such as
14 the Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, or the College Board Career Finder.

15 Career aptitude assessments shall be administered to 8th graders in order to inform the student's high
16 school plan of study.

17 **TESTING INFORMATION AND PARENTAL CONSENT**

18 Any test directly concerned with measuring student ability or achievement through individual or group
19 psychological or socio-metric tests shall not be administered by or with the knowledge of any employee
20 of the district without first obtaining written consent of the parent(s)/guardian(s).²

21 Results of all group tests shall be recorded on students' permanent records and shall be made available
22 to appropriate personnel in accordance with established board policies.⁷

23 No later than July 31st of each year, the Board shall publish on its website information related to state
24 and board mandated tests that will be administered during the school year. The information shall
25 include:⁸

- 26 1. The name of the test;
- 27
- 28 2. The purpose and use of the test;
- 29
- 30 3. The grade or class in which the test will be administered;
- 31
- 32 4. The tentative date or dates that the test will be administered;
- 33

5. The time and manner in which parent(s)/guardian(s) and students will be notified of the results of the test;

6. How parent(s)/guardian(s) can access the questions and answers on their student's state-required tests; and

7. If a board mandated test, how the test complements and enhances student instruction and learning and how it serves a purpose distinct from state-required tests.

~~Beginning with the 2015-2016 school year and for school years thereafter, the~~ Testing information shall also be placed in student handbooks or other school publications that are ~~provided~~ assessable to parent(s)/guardian(s) on an annual basis.

Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(7); TRR/MS 0520-01-03-.06(1)(b)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.06(1)(b); State Board of Education Policy 2.103; TCA 49-1-617
6. Public Acts of 2019, Chapter No. 108
7. TCA 10-7-504
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103

Cross References

Student Surveys, Analyses, and Evaluations 6.4001
Student Records 6.600

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 08/16/17
		Rescinds: 5.200	Issued: 06/05/14

1 **SUSPENSION PENDING AN INVESTIGATION¹**

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending investigation, or
3 final disposition of a case before the Board or an appeal. If the matter under investigation is not the subject of an
4 ongoing criminal investigation or a Department of Children's Services investigation, and if no charges for
5 dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. Under
6 no circumstances shall the Director of Schools suspend a teacher with pay. If vindicated or reinstated, the teacher
7 shall be paid full salary for the period of suspension.

8 **SUSPENSION OF THREE DAYS OR LESS^{2,3}**

9 The Director of Schools or his/her designee may suspend a teacher for incompetence, inefficiency, neglect of duty,
10 unprofessional conduct, and insubordination. Before an employee is suspended, he/she shall be: (1) provided with
11 written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an
12 opportunity to respond to the Director at a conference, if requested within five (5) days; and (3) given a written
13 decision of the suspension within ten (10) days. Both parties may be represented by counsel at the conference,
14 which shall be recorded.

15 Under no circumstances shall a Director of Schools suspend a tenured teacher with pay. If reinstated, the tenured
16 teacher shall be paid full salary for the period of suspension, unless suspension without pay is deemed to be an
17 appropriate penalty.

18 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS⁴**

19 The Board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial hearing
20 officers as defined under Tennessee law.

21 When charges are made against a tenured teacher, charging the teacher with offenses which may justify dismissal
22 or a suspension greater than three (3) days, the charges shall be made in writing, specifically stating the offenses
23 which are charged, and shall be signed by the party or parties making the charges.

24 If, in the opinion of the Board, the charges are of such nature as to warrant the dismissal or a suspension greater
25 than three (3) days of the teacher, the Director of Schools shall give the teacher a written notice of this decision,
26 a copy of the charges against the teacher, and a copy of a form provided by the Commissioner of Education
27 advising the teacher of his/her legal duties, rights, and recourse.

28 A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after receipt
29 of notice give written notice to the Director of Schools of his/her request for a hearing.

30 The Director of Schools shall, within five (5) days after receipt of request, assign a hearing officer from the list
31 maintained by the Board.

The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the parties or the attorneys for the parties, or both, to appear before the hearing officer for simplification of issues and the scheduling of the hearing. That hearing shall be set no later than thirty (30) days following receipt of the initial request for a hearing. In the discretion of the hearing officer, all or part of any prehearing conference may be conducted by telephone if each participant has an opportunity to participate, be heard, and to address proof and evidentiary concerns. The hearing officer is empowered to issue appropriate orders and to regulate the conduct of the proceedings.

Either party may appeal to the Board an adverse ruling by giving written notice of appeal within ten (10) working days of the hearing officer's delivery of the hearing officer's written findings and conclusions. The Director of Schools shall prepare a copy of the proceedings, including all transcripts and evidence, documentary or otherwise, and transmit the same to the Board within twenty (20) days of the receipt of the notice of appeal.

The Board shall hear the appeal on the record, and no new evidence may be submitted by either party. The appealing party may appear before the Board to argue why the adverse ruling should be overturned. In no event should such argument last more than fifteen (15) minutes, unless the Board should vote to extend additional time. At the conclusion of the hearing, any member of the Board may vote to sustain the decision of the hearing officer, send the record back for additional evidence, revise the penalty, or reverse the decision. The Board shall render its decision within ten (10) working days after the conclusion of the hearing. In the event that the decision of the Board is appealed to the chancery court, the Board shall transmit the entire record prepared by the Director and reviewed by the Board to the chancery court for its review.

RESIGNATION

A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation. A teacher who fails to give such notice, in the absence of justifiable extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days' notice requirement and permit a teacher to resign in good standing.⁵

The conditions under which it is permissible to break a contract with the Board are as follows:

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the Board
2. The drafting of the teacher into military service by a selective service board; or
3. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.⁶

Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render such notice may be considered a breach of contract.⁷

Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the State Board of Education and request the suspension of a teacher's license. After the State Board of Education has provided the teacher an opportunity for defense during a hearing, the Commissioner of Education may suspend the license for no less than thirty (30) and no more than three hundred sixty-five (365) days.⁸

RETIREMENT

Retirement shall mean a termination of services under conditions which will allow the employee to draw

benefits from retirement plans and/or social security benefits. Employees eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system.

Central office personnel shall assist employees in securing retirement benefits; however, it shall be the responsibility of the retiring employee to provide verification of eligibility in writing from the **Tennessee Consolidated Retirement System** (TCRS) to the central office. It shall be the responsibility of the retiring employee to file for benefits.

Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers may substitute teach for additional days if the Director of Schools certifies in writing to the Board that no other qualified personnel are available to substitute teach.⁹

The Director of Schools may employ teachers retired for at least one (1) year for full-time employment as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will not be lost or suspended under certain conditions, which include but are not limited to the following:¹⁰

1. The Director of Schools of the employing system must certify in writing that no other qualified individuals are available to fill the position;
2. The Commissioner of Education must certify that the employing school system serves an area that lacks qualified teachers to serve in the position to be filled;
3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or receive medical insurance coverage; and
5. The salary paid to the retired member shall not be less than the rate of compensation set by the Board for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the rate of compensation set by Board for teachers with comparable training and years of experience filling similar positions.

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b); **Public Acts of 2019, Chapter No. 248**
9. TCA 8-36-805
10. TCA 8-36-821

Cross References

Recommendations and File Transfers 5.203

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Non- Tenured Teachers	Descriptor Code: 5.201	Issued Date: 08/16/17
		Rescinds: 5.201	Issued: 08/13/15

1 **SUSPENSION PENDING AN INVESTIGATION¹**

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending
3 investigation, or final disposition of a case before the Board or an appeal. If the matter under investigation
4 is not the subject of an ongoing criminal investigation or a Department of Children's Services
5 investigation, and if no charges for dismissal have been made, a suspension pending investigation shall
6 not exceed ninety (90) days in duration. Under no circumstances shall the Director of Schools suspend
7 a non-tenured teacher with pay. If vindicated or reinstated, the non-tenured teacher shall be paid full
8 salary for the period of suspension.

9 **SUSPENSION OF THREE DAYS OR LESS²**

10 A Director of Schools or his/her designee may suspend a teacher for incompetence, inefficiency, neglect
11 of duty, unprofessional conduct, and insubordination. Before an employee is suspended, he/she shall be:
12 (1) provided with written notice, including the reasons for the suspension along with an explanation of
13 the evidence; (2) given an opportunity to respond to the Director at a recorded conference, if requested
14 within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties
15 may be represented by counsel at the conference, which shall be recorded.

16 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²**

17 The Director of Schools may dismiss or suspend for more than three days any non-tenured teacher during
18 the contract year for incompetence, inefficiency, insubordination, improper conduct, or neglect of duty
19 after giving the non-tenured teacher, in writing, due notice of the charges.

20 The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing
21 before an impartial hearing officer.

22 The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will
23 hear the case and the employee shall have the right to:

- 24 1. be represented by counsel;
- 25 2. call and subpoena witnesses;
- 26 3. examine all witnesses; and
- 27 4. require that all testimony be given under oath.

28 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the
29 affected employee within ten (10) working days following the close of the hearing. The employee may
30 appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written
31 decision to the employee. Written notice of appeal to the Board shall be given to the Director of Schools.

1 Within twenty (20) days of receipt of notice, the Director of Schools shall prepare a copy of the
2 proceedings, transcript, documentary, and other evidence presented and provide the Board a copy of the
3 same.

4 The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in
5 same manner as the non-tenured teacher.

6 The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may
7 appear in person or be represented by counsel and argue why the decision should be modified or reversed.
8 The Board shall take one of the following actions:

- 9 1. sustain the decision;
- 10 2. send the record back if additional evidence is necessary; or
- 11 3. revise the penalty or reverse the decision.

12 Before any decision to dismiss is made, a majority of the membership of the Board shall concur in
13 sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days
14 after the conclusion of the hearing.

15 ~~The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in~~
16 ~~same manner as the non-tenured teacher.~~

17 Within twenty (20) days after receipt of notice of the decision of the Board, either party may appeal to
18 the chancery court in the county where the school system is located. The Board shall provide the entire
19 record of the hearing to the court.

20 **NONRENEWAL**

21 Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of
22 employment enjoyed by tenured teachers except that they have no claim upon continuing employment
23 or tenure protections.

24 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-
25 tenured teacher and providing assistance for overcoming these deficiencies.

26 The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their
27 contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher,¹
28 the following action shall be taken:

- 29 1. The Board shall be notified at the next regular board meeting; and
- 30 2. Written notice of non-renewal shall be hand delivered or sent to the employee by registered mail
31 so that it will be received by the employee within five (5) business days following the last
32 instructional day for the school year.³

33 **RESIGNATION**

A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation.⁴ The Board may waive the thirty (30) days-notice requirement and permit a teacher to resign in good standing.

The conditions under which it is permissible to break a contract with the Board are as follows:⁵

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the Board;
2. The drafting of a teacher into military service by a selective service board; and
3. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.

Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render such notice may be considered a breach of contract.⁶

Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the State Board of Education and request the suspension of a teacher's certificate. After the State Board of Education has provided the teacher an opportunity for defense during a hearing, the Commissioner of Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-five (365) days.⁷

RETIREMENT

Retirement shall mean a termination of services under conditions which will allow the employee to draw benefits from retirement plans and/or social security benefits.

Employees eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system. Central office personnel shall assist employees in securing retirement benefits; however, it shall be the responsibility of the retiring employee to provide verification of eligibility in writing from the Tennessee Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility of the retiring employee to file for benefits.

Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers may substitute teach for additional days if the Director of Schools certifies in writing to the Division of Retirement that no other qualified personnel are available to substitute teach.⁸

The Director of Schools may employ teachers retired for at least one (1) year for full-time employment as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will not be lost or suspended under certain conditions, which include but are not limited to the following:⁹

1. The Director of Schools of the employing system must certify in writing that no other qualified individuals are available to fill the position;
2. The Commissioner of Education must certify that the employing school system serves an area that lacks qualified teachers to serve in the position to be filled;
3. The retired teacher must hold a valid license and shall not be entitled to tenure status;

4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or receive medical insurance coverage; and
5. The salary paid to the retired member shall not be less than the rate of compensation set by the board for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the rate of compensation set by board for teachers with comparable training and years of experience filling similar positions.

(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this policy.)

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(GG); TCA 49-5-512(d)
3. TCA 49-5-409
4. TCA 49-5-508
5. TCA 49-411(a)
6. TCA 49-5-706
7. TCA 49-5-411(b)(4); Public Acts of 2019, Chapter No. 248
8. TCA 8-36-805
9. TCA 8-36-821

Cross References

Recommendations and File Transfers 5.203

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date: 10/31/18
		Rescinds: 5.302	Issued: 11/20/14

PROFESSIONAL PERSONNEL

The time allowed for sick leave for professional personnel shall be one (1) day for each month employed during the school year and shall accumulate for an unlimited number of days.¹

Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.²

A signed statement listing the cause of absence shall be provided by the employee on forms furnished by the Director of Schools and shall promptly be given to the immediate supervisor in support of all claims for sick leave pay. A falsified statement shall be grounds for termination.

A certificate from the physician on forms furnished by the Board may be required in support of any claim for sick leave pay¹ and will always be required in support of absences for more than three (3) consecutive days. The procedures for long-term leaves are addressed in Board Policy 5.304.

Permanent, cumulative sick leave records for each active professional employee shall be kept in the Director of Schools' office.

A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee school system, provided that the director of schools of the system in which the accumulated leave was held provides notarized verification.¹

In accordance with state law, any teacher who goes on maternity leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for maternity leave purposes. In order to be eligible to use sick leave, written request of the teacher accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted. Upon verification by a written statement from an adoption agency or other entity handling an adoption, a teacher may also be allowed to use accumulated leave for adoption of a child. If both adoptive parents are teachers employed by the district, however, only one (1) parent is entitled to use such leave.³ The procedures for Family and Medical Leave are addressed in Board Policy 5.305.

Personnel shall be granted bereavement leave up to **three (3)** days per event in the event of death of an immediate family member. Interim employees and re-employed retirees will be granted bereavement leave up to **three (3)** days per event in the event of death of an immediate family member after six (6)

months of employment. Immediate family member shall include the employee's spouse/legal guardians, parents, grandparents, children, grandchildren, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-siblings, step-children, step-grandchildren, and foster children. Personnel shall be granted bereavement leave up to one (1) day per event in the event of death of a cousin, aunt, uncle, niece, or nephew. If additional days are needed for out of state travel, personnel shall discuss with the principal the need to use up to two (2) additional sick days without the requirement of a doctor's note. Personnel will be responsible for submitting bereavement documentation within five (5) working days of returning to work.

The time allowed/days earned for sick leave shall be one (1) day for each month an employee is employed. Interim certified teachers will earn one (1) sick day per month upon contracting with the District. All other interim employees shall begin earning one (1) day of sick leave for each month employed by the District after six (6) months of interim employment.

Retired personnel re-employed by the District after employee's retirement shall not earn sick leave.

SUPPORT PERSONNEL

Support personnel shall earn one (1) day of sick leave for each month an employee is employed.

At the termination of the employment of any employee, all unused sick leave accumulated by the employee shall be terminated.

The immediate supervisor may require a physician's certificate stating the reason for absence of three (3) or more consecutive days

SICK LEAVE BANK

The purpose of the sick leave bank is to provide sick leave to all employees who have suffered an unplanned personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

To form a sick leave bank, a minimum of twenty (20) employees from the school system shall petition the Board for permission to establish a sick leave bank. Upon approval, sick leave bank trustees shall be appointed and shall operate as the governing body of the sick leave bank and shall enact rules and regulations consistent with state law.⁴ Employees wishing to participate shall initially give a maximum of three (3) days of sick leave. These days are to be deducted from the employee's personal accumulation and donated to the sick leave bank. Donations of sick leave to the bank are nonrefundable and nontransferable.⁵

At any time, the number of days in the sick leave bank is less than twenty (20), or one (1) per employee if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick

1 leave at the time of assessment, the first earned days shall be donated as they are accrued by the
2 employee.⁵

3
4 An employee who is a member of the sick leave bank may request an allotment of days (for the
5 employee's personal illness only) in the manner designated by the trustees. The need for these days must
6 be verified by a statement from a doctor.

7 By written notice to the trustees, an employee may withdraw from bank participation on June 30 of any
8 year.⁶ Membership withdrawal results in forfeiture of all days contributed.

9
10 The sick leave bank shall be operated in accordance with state law.

Legal References

1. TCA 49-5-710
2. TRR/MS 0520-01-02-.04(2)
3. TCA 49-5-710(a)(2); Public Acts of 2018,
Chapter No. 907
4. TCA 49-5-804; TCA 49-5-805
5. TCA 49-5-807
6. TCA 49-5-806

Cross References

Long-Term Leaves of Absence 5.304
Family and Medical Leave 5.305
Physical Assault Leave 5.307

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Issued Date: 11/20/14
		Rescinds: 5.303	Issued: 01/15/09

Personal and professional leave shall be granted in accordance with the laws of the State of Tennessee and the rules and regulations of the State Board of Education.

The Director of Schools shall develop procedures for granting personal leave to employees.

Any personal leave remaining unused at the end of a year shall be credited to sick leave except in the case of the following circumstances:¹

1. Certified personnel with ten (10) to fifteen (15) years of experience shall be able to retain up to three (3) earned personal days. One (1) of those days, if available, will roll over from the previous year.
2. Certified personnel with sixteen (16) to twenty-five (25) years of experience shall be able to retain up to four (4) earned personal days. Two (2) of those days, if available, will roll over from the previous year.
3. Certified personnel with twenty-six (26) or more years of experience shall be able to retain five (5) earned personal days. Three (3) of those days, if available, will roll over from the previous two (2) years.

If, at the termination of services, any employee has been absent for more days than leave has been earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final salary payment.

Subject to the following conditions, personal leave may be taken at the discretion of the employee:

1. Except in emergency, each employee shall give the principal/supervisor at least one day's notice in writing of intent to take leave;
2. The approval of the principal of the school shall be required:²
 - a. If more than ten percent (10%) of the teachers in any given school request its use on the same day;
 - b. If requested during any prior established student examination period;
 - c. If requested on the day immediately preceding or following a holiday or vacation period;
 - d. If personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the local board of education prior to the commencement of the school year; or

- e. If personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the local board of education prior to the commencement of the school year.

Professional leave is a short, temporary absence for the purpose of attending workshops and other meetings relating to school business or serving on boards and commissions which meet during daytime hours when appointed by a mayor, city council, county executive or county commission.³

Requests shall be submitted to the principal at least five (5) days prior to requested leave of absence.

Legal References

1. TCA 49-5-711; TRR/MS 0520-01-02-.04(3)
2. TCA 49-5-711 (c)(1)
3. TCA 49-5-205

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Voluntary Pre-K Attendance	Descriptor Code: 6.2011	Issued Date: 06/07/18
		Rescinds:	Issued:

The board may establish an early childhood education program to address the educational needs of eligible four-year old children. The program will provide educational services in accordance with state law and the policies, rules, and regulations of the state board of education and the department of education.¹

While enrollment in an approved pre-kindergarten program is voluntary², attendance is a key factor in student achievement; therefore, students are expected to be present each day school is in session.

EXCUSED ABSENCES

Absences shall be classified as either excused or unexcused as determined by the site-level administrator. Excused absences shall include, but not be limited to:

1. The child has a personal illness or injury;
2. The child has other ongoing health related ailments which temporarily prevent attendance;
3. The child contracts a communicable disease (virus or flu);
4. Religious observances;
5. Death in the family; and
6. Limited medical/dental/therapy appointments.

UNEXCUSED ABSENCES

Students who have four (4) or more unexcused absences within one (1) month shall be reported to the site-level administrator who will, in turn, contact the parent(s)/guardian(s) of the student and determine the child's participation status in the program. The site-level administrator shall document all communication attempts to contact the parent(s)/guardian(s) and the outcomes of those attempts.

Students who have five (5) or more unexcused absences in a three (3) month period shall be reported to the site-level administrator who will, in turn, contact the parent(s)/guardian(s) of the student and develop an attendance plan with the help of the parent(s)/guardian(s) and other appropriate school personnel. The attendance plan shall:

1. Identify the reasons for the absences;

2. Include a specific plan and date for establishing regular attendance or alternative services that meet the student's educational goals; and
3. Include the documentation of services and student outcomes to determine the effectiveness of the attendance plan.

DISMISSAL

Students who are absent five (5) days or more within one (1) month or ten (10) days in one (1) year without adequate excuse may be terminated from the program. The site-level administrator shall submit dismissal documentation to the Department of Education's Voluntary Pre-K director for approval.

The district shall not dismiss a student without first implementing an attendance plan, unless there are special circumstances approved by the state VPK director.

Once dismissal is approved, a waiting list applicant who meets eligibility determinations may fill the vacant position.

The student may re-enter the program after a 30-day waiting period and a parent conference if there are any available vacancies.

DISTRICT VOLUNTARY PRE-K CONTACT

~~Linda Prichard~~ Jamie Hubbard

Pre-K Instruction Specialist

Phone: 615-893-5815

E-Mail: ~~prichardl@rcschools.net~~ Hubbardj@rcschools.net

Legal References

1. TCA 49-6-101, *et seq.*; TRR/MS 0520-12-01
2. TCA 49-6-103(a)

Cross References

Attendance 6.200

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Bus Safety and Conduct	Descriptor Code: 6.308	Issued Date: Click here to enter a date.
		Rescinds: 6.308	Issued: 01/15/09

In order to maintain conditions and atmosphere suitable for learning, no person shall enter onto a school bus except students assigned to that bus or parent(s)/guardian(s)/other persons previously granted permission by the district to be on the bus.¹

The school bus is an extension of school activity; therefore, students shall conduct themselves on the bus in a manner consistent with the established standards for safety and classroom behavior.

Students are under the supervision and control of the bus driver while on his/her bus, and all reasonable directions given by him/her shall be followed. A driver may remove a student in the event that the driver finds it necessary for the safety of the other student passengers or the driver, provided that the driver secures the safety of the ejected student for the uncompleted trip. A driver shall report to school authorities as soon as possible, but no later than the following day, any student refusing to obey the driver or exiting the bus without the driver's permission at a point other than the student's destination for that trip.²

The principal of the student transported shall be informed by the bus driver of any serious discipline problem and may be called upon to assist if necessary. A student may be denied the privilege of riding the bus if the principal determines that his/her behavior is such as to cause disruption on the bus, or if he/she disobeys state or local rules and regulations pertaining to student transportation.

The suspension of a student from riding the school bus shall follow the same procedures as for any other school suspension.

Any student who gets off the bus at any point between the pick-up point and school must present the bus driver with a note of authorization from the parent(s)/guardian(s) and signed by the school principal.

Any student wishing to ride a bus other than his/her designated bus must have written parental permission and the approval of the principal or his/her designee.

Students who transfer from bus to bus while en route to and from school shall be expected to abide by the discipline policies adopted by the Board and rules adopted by the staff of the terminal school.

USE OF VIDEO CAMERAS

1 Video cameras may be used to monitor student behavior on school vehicles transporting students to and
2 from school or extracurricular activities. Video footage shall be used only to promote the order, safety,
3 and security of students, staff, and property.

4 Students in violation of bus conduct rules shall be subject to disciplinary action in accordance with
5 established Board policy and regulations governing student conduct and discipline.

6 The district shall comply with all applicable state and federal laws related to photographs and video
7 recordings.³ These materials shall be maintained for a minimum of three (3) days. Photographs and
8 videos may not be available after three days due to the limitations of data storage space.
9 Parent(s)/guardian(s) may submit requests to view photographs and video footage to the Director of
10 Schools/designee, and a time shall be arranged for viewing. The Director of Schools/designee shall be
11 present when parent(s)/guardian(s) are provided the opportunity to review photographs and video
12 footage.⁴

13 ~~Video surveillance shall be used only to promote the order, safety and security of students, staff and~~
14 ~~property.~~

15 The Director of Schools ~~is directed to~~ shall develop procedures governing the use of video cameras in
16 accordance with the provisions of the law and established Board policies.

Legal Reference:

1. TCA 49-6-2008
2. TCA 49-6-2118(d)
3. TCA 10-7-504; 20 USCA § 1232g
4. Public Acts of 2019, Chapter No. 456

Cross References:

Student Transportation Management 3.400
Scheduling and Routing 3.401
Discipline Procedures 6.313
Suspension/Expulsion/Remand 6.316
Student Records 6.600-604

Rutherford County Board of Education

Monitoring:

Review: Annually, in
October

Descriptor Term:

Service Animals in District Facilities

Descriptor Code:

3.218

Issued Date:

[Click here to
enter a date.](#)

Rescinds:

Issued:

In accordance with the provisions of the Americans with Disabilities Act, service dogs and trained miniature horses¹ (hereinafter referred to as service animals) are permitted for use by individuals with disabilities on district property and in district facilities provided the individuals and their animals meet the requirements and responsibilities covered in this policy.

When an individual with a disability seeks to bring a service animal into a district facility, the district is entitled to ask the individual if the animal is required because of a disability and what work or task the animal has been trained to perform.² The district is not entitled to ask for documentation that the animal has been properly trained, but the individual bringing the animal into a district facility will be held accountable for the animal's behavior.

Any service animal brought into a district facility by an individual with a disability must have been trained to do work or perform tasks for the individual. The work or tasks performed by the service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this policy.

Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

District staff may ask an individual with a disability to remove a service animal from the premises if:

1. The animal is out of control and the animal's handler does not take effective action to control it;

2. The animal is not housebroken; or

3. The animal's presence would fundamentally alter the nature of the service, program, or activity.³

If the district excludes a service animal due to the reasons listed above, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

The district shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets.

Legal References

1. 28 CFR § 35.104; 28 CFR § 35.136(i)
2. 28 CFR § 35.136
3. 28 CFR § 35.130

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Homebound Instruction	Descriptor Code: 4.206	Issued Date:
		Rescinds:	Issued:

The homebound instruction program is for students who because of a medical condition are unable to attend the regular instructional program.¹ The homebound instruction program shall consist of three (3) hours of instruction per week while school is in session for a period of time determined, on a case-by-case basis, by the district.

To qualify for this program, a student shall have a medical condition that will require the student to be absent for a minimum of ten (10) consecutive instructional days, or for an aggregate of at least ten (10) instructional days for a student who has a chronic medical condition. The student shall be certified by his/her treating physician as having a medical condition that prevents him/her from attending regular classes. The services provided to the homebound student shall reflect the student's capabilities and be determined by the homebound instructor, after consultation with appropriate professional staff of the student's assigned school.

Recertification shall be obtained after the expiration of each period of homebound instruction if the student's treating physician certifies, in writing, that the student has a medical condition that prevents him/her from returning to regular classes.

Legal References

1. TCA 49-10-1101; TRR/MS 0520-01-02-.10

Cross References

Student Communicable Diseases 6.403
Acquired Immune Deficiency Syndrome 6.404

Rutherford County Board of Education			
Monitoring: Review: Annually, in March	Descriptor Term: Sabbatical Leave	Descriptor Code: 5.308	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

- 2 Certified and classified employees shall be entitled to a leave of absence without pay not exceeding one
3 (1) year to further education on a full-time basis, provided such academic work entails a minimum of
4 nine (9) hours per semester. No certified and classified employees shall be eligible for more than one (1)
5 sabbatical leave every seven (7) years of consecutive service with the school district.
- 6 Additionally, certified employees must apply no later than April 1st for leave during the next fiscal school
7 year. Proof of enrollment and completion of courses must be provided each semester, and the program
8 of study must be an advanced study in education beyond the employee's current degree attained.
9 Employee must return and work for the district for a minimum of one (1) year after sabbatical has ended.
10 Educational leave is not automatically granted. Factors to be considered are: current position, availability
11 of an interim replacements, budget, school needs, and other factors that impact student achievement.

Cross References

Long-Term Leaves of Absence 5.304
Family and Medical Leave 5.305

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Students from Military Families	Descriptor Code: 6.506	Issued Date:
		Rescinds:	Issued:

1 General

2 The Director of Schools shall develop the necessary administrative procedures to ensure that students
3 with parent(s)/guardian(s) in the armed services are identified and that appropriate and available
4 services are provided for these students.¹

5 RELOCATION OF MILITARY SERVICE MEMBER²

6 A student who does not currently reside within the school district shall be allowed to enroll if he/she is
7 a dependent child of a service member who is being relocated to Tennessee on military orders. To be
8 eligible for enrollment, the student will need to provide documentation that he/she will be a resident of
9 the school district on relocation.

10 Within thirty (30) of enrollment, the parent(s)/guardian(s) of the student shall provide proof of
11 residency within the school district.

12 ABSENCES

13 Principals shall provide students with a one (1) day excused absence prior to the deployment of and a
14 one (1) day excused absence upon the return of a parent/guardian serving active military service.

15 Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a
16 parent/guardian during a deployment cycle. The student shall provide documentation to the school as
17 proof of his/her parent's/guardian's deployment. Students shall be permitted to make up school work
18 missed during these absences.³

Legal References

1. State Board of Education Policy 2.103
2. Public Acts of 2019, Chapter No. 138
3. TCA 49-6-3019

Cross References

Attendance 6.200
School Admissions 6.203

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Community Use of School Facilities	Descriptor Code: 3.206	Issued Date: 03/17/16
		Rescinds: 3.206	Issued: 11/12/15

When not in use for school purposes, school buildings and grounds or portions thereof may be used for public, governmental, charitable, civic, recreational, cultural, and other purposes as approved by the Board.^{1,2}

- School facilities shall not be used for funeral, cremation, or burial purposes or services. Memorial services may be permitted for individuals who have particularly strong involvement with a school or the school system if approved in advance by the Director of Schools, and so long as the deceased is not brought onto school facility property.”
- Requests for the use of a school's facilities shall be made at the office of the principal at least thirty (30) days prior to the date of use.
- Unless exempted from fees as provided in this policy or by state law, any group or entity desiring to use a school facility shall be required to pay the school system for the use of the facilities in accordance with a fee schedule adopted by the Board of Education.
- Student clubs and activities of a Rutherford County school, a parent-teacher association of a Rutherford County school, organizations affiliated with a Rutherford County school, and governmental entities of Rutherford County shall be permitted use of school facilities without charge. Public schools of the State of Tennessee serving any grades between Kindergarten and Twelfth grade shall also be allowed to use school facilities without charge for activities associated with Rutherford County schools or if approved by the Director of Schools. Public education schools and institutions, post-secondary education institutions, private universities and colleges, and 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 as determined in the sole discretion of the Board based upon the details of the specific request.
- ~~Patriotic and national organizations listed in Title 36 Part B of the United States Code with~~
~~an~~Subject to the limitations provided in this section, non-profit entities with educational purposes that aligns with the curriculum standards of the school system (“Title 36 Educational Organization”) may enter into a Memorandum of Agreement with a school to provide in-kind services to a school with a value equal to or greater than the facilities use fee for the facilities sought in exchange for which the Title 36 Educational Organization may be allowed the use of said facilities without charge for meetings or events involving students attending the school for which the use of facilities is sought. The terms and conditions of the Memorandum of Agreement must be approved by the Director of Schools or his/her designee and is further

subject to availability of space and such terms and conditions as the Director may require. In the event an Educational Title 36 Organization meeting or event involves an expense to the school above in excess of normal and routine utilities, the Director of Schools or his/her designee may still require payment of those costs as a condition to allowing the use of facilities. In the event an Educational Organization does not provide the in-kind services agreed in the Memorandum of Agreement, the Educational Organization will be responsible for payment of the use of facilities fee for the facilities utilized. Notwithstanding the above, No athletic competition or practice utilizing gym or field facilities shall be eligible for use without payment of a fee under a Memorandum of Agreement due to the expense of maintaining such facilities after such uses.

6. School facilities may not be used for private profit, except that unused facilities may be leased for private day-care centers which provide educational and child care services to the community;³
7. All activities must be under adult supervision and approved by the building principal. If deemed necessary, the principal may assign a school employee to be present. The group using the facilities will be responsible for any damage to the building or equipment.
8. Groups receiving permission for building use are restricted to the dates and hours approved and to the building area and facilities indicated, unless requested changes are approved by the principal. Entry into other areas of the facility will be considered trespassing. The permission granted for each group may not be extended to other groups or individuals.
9. Groups receiving permission for building use are responsible for the observance of all fire and safety regulations at all times; Groups will be required to agree to consult with the Principal or designee about compliance with the existing school safety plan as a part of their use. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
10. The use of alcoholic beverages, weapons or explosives, drugs or tobacco, profane language, or gambling in any form is not permitted in school buildings;
11. During emergencies or disasters, the Board will cooperate with recognized agencies, such as the Red Cross, National Guard and Civil Defense to make suitable facilities available without charge;
12. When school kitchens are used, at least one member of the cafeteria staff must be present to supervise the use of equipment;
13. The Board will approve and periodically review a fee schedule for the use of school facilities by community or civic organizations and other non-profit groups.
14. The director of schools shall develop procedures and forms to effectively implement this policy. Use of school facilities by a group or entity which is not exempt from the use of facilities fee are subject to the following rules and requirements:

- A. A period of use not to exceed one calendar year may be allowed upon request and may be renewed at the discretion of the Board for additional terms of one year each up to a maximum of ten years.
- B. The entity or group must have an established organization within the county or the event must be hosted by an established organization within the county.
- C. A school custodian must be employed to perform custodian services and must be paid through the payroll system.
- D. Classroom use is not recommended, but if a classroom is used, it must be put in order before the group leaves or prior to the next scheduled use by the school.
- E. Any school equipment to be used must be specified and approved by the principal prior to its use. The principal shall satisfy himself that the person to use the equipment is familiar with it and properly instructed in its operation. Any and all damage to equipment shall be paid for by the group or entity using the facilities.

15. All use of facilities requests for non-school related activities must be accompanied by a certificate of insurance showing the Board of Education as additional insured with a minimum limit of \$2,000,000 liability insurance. A limit of \$1,000,000 may be allowed at the discretion of the Director of Schools for certain activities.

16. School facilities use by the Rutherford County Board of Education shall not be used for partisan political meetings.

~~17. This policy shall take effect August 1, 2016.~~

Legal References

1. TCA 49-50-201
2. TCA 49-2-203(b)(4); TCA 49-2-405
3. TCA 49-2-203(b)(4)(B)

Cross References

Tobacco-Free Schools 1.803
Care of School Property 6.311

Additions:

Signs, banners, flags or other displays may not be erected on school property unless the permission of the Principal or Principal's Designee is obtained in advance and only if such displays do not deface, obstruct or damage school property.

An outside organization shall not restrict participation in an activity or event taking place on school property because of an individual's race, religion, creed, gender, national origin or disability.

All activities must be orderly and lawful, and must comply with all federal, state, and local laws and ordinances.

Parking is permitted only in designated areas.

The use of lighted athletic fields must end by 10:00 PM.

