

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

March 12, 2020
5:00 P.M.

AGENDA

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

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

5. APPROVAL OF CONSENT AGENDA (Tab 1)

A. Minutes: February 27, 2020

B. Community Use of Facilities

C. Out of County Transfer (1)

D. Routine Bids

Bid #3466-Robot Installation and Enclosure (Oakland High)

E. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Benjamin Holl	NTE \$1,500.00	Blackman High School	School Funds- Boys Basketball	Assistant Boys Basketball Coach
Isaiah Phillips	NTE \$2,000.00	Blackman High School	School Funds- Boys Basketball	Assistant Boys Basketball Coach
Jeramey Anderson	NTE \$500.00	Oakland High School	Oakland Endzone Club	Summer Camps

Kevin Creasy	NTE \$6,000.00	Oakland High School	Oakland Endzone Club	Off Season Strength and Conditioning/Indoor Supervision
Stephen Jackson	NTE \$1,000.00	Oakland High School	Oakland Endzone Club	Summer Weight Program
Mitzi Wilson *1,6	NTE \$340.00	Oakland High School	School Funds-Volleyball	Bus Driver
Kevin Wright *6	NTE \$2,000.00	Oakland High School	School Funds-Boys + Girls Basketball	Bus Driver + Announcer
Steve Williams *1	NTE \$440.00	Smyrna High School	School Funds-Boys Basketball	Official Score Bookkeeper
Larry Smith	NTE \$3,500.00	All Schools	School Funds-Track	Meet Management/Advisory
Charles Powell	NTE \$2,000.00	Blackman High School	School Funds-Track	Throws Coach
Jeremy Selvidge	NTE \$1,500.00	Blackman High School	School Funds-Track/Cross Country	Assistant Track/Cross Country Coach
Courtney Collins-Guenther	NTE \$3,000.00	Central Magnet	School Funds-HS Tennis	Tennis Coach
Shantel Perry	NTE \$6,000.00	Oakland High School	Oakland Swim Boosters	Swim Camps-March-July
Timothy Berg	NTE \$3,500.00	Siegel High School	School Funds Choir	Set Construction
Tracie Beardon	NTE \$1,000.00	Siegel High School	School Funds Choir	Orchestra for Les Misérables
Jeff Shipley	NTE \$1,140.00	Smyrna High School	School Funds-Boys + Girls Basketball	Basketball Announcer
Trenton Short	NTE \$630.00	Smyrna High School	School Funds-Boys + Girls Basketball	Basketball Clock Operator

Daniel Snyder	NTE \$1,000.00	Stewarts Creek High School	School Funds- Boys Soccer	Assistant Boys Soccer Coach
Jason Watkins *2	Hourly	Blackman High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year
Rachael Messick *2	Hourly	Blackman Middle School	School Funds- Softball	Keep Team Books
Danah Weese *2	Hourly-NTE \$1,500.00	Oakland High School	School Funds- Boys + Girls Basketball	Scorebook at Girls + Boys Basketball

** Unless listed as an hourly rate

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

F. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coaches are for the 2019-2020 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
James Dawes	Siegel High School	Track
Amanda Durrett	Blackman High School	Track
Valanna Lyons	Oakland High School	Softball
Matthew Carmichael	Oakland High School	Archery
Brian Summar	Central Magnet	Baseball
Kyle Chandler	Riverdale High School	Baseball
Shannon Randol	Central Magnet	Ultimate Frisbee

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

6. VISITORS

7. SPOTLIGHT

- **Art Recognition**

8. SIGNING BONUS INCENTIVE FOR HARD TO STAFF SUBJECT AREA (TAB 2)

The Signing Bonus Incentive for Hard to Staff Areas submitted to the state each year is presented for Board approval

Recommended Approval---motion to approve the Signing Bonus Incentive for Hard to Staff Subject Areas for the 2020-21 school year as presented

9. ADVANTAGE xPO RENEWAL AGREEMENT (TAB 3)

Rutherford County Schools currently contracts with Advantage xPO for substitute teacher services. Advantage xPO will maintain their current bill rate and contract for the 2020-2021 school year.

Recommended Approval---motion to approve the renewal of the Advantage xPO contract for substitute teacher services for the 2020-21 school year.

10. TODD NESLONEY CONTRACT WITH KITRELL ELEMENTARY SCHOOL (TAB 4)

Presenter, Todd Nesloney will lead professional development on his book, Kids Deserve It: Pushing Boundaries and Challenging Conventional Thinking, at Kittrell Elementary School on June 15, 2020. The training will include topics such as teaching the whole child in a safe and healthy learning environment, making an impact in the lives of our students, and strategies for innovative instruction to raise achievement in all students.

The cost will not exceed \$7,500 and includes all travel and fees for the presenter. Kittrell's Title I funds will pay 100% of the cost for this training.

Recommended Approval---motion to approve a contract between Todd Nesloney and Kittrell Elementary for professional development training over Kids Deserve It.

11. CURRICULUM & INSTRUCTION

The Curriculum & Instruction CTE Department would like to allocate approximately \$13,010.00 of Perkins 2019-2020 funds to support Rutherford Works Ambassador Leads at 22 of our Middle and High Schools. The purpose of this RW Ambassador Leads would be to develop the instructional capacity of teachers, counselors, and assistant principals within our district to support the Rutherford Works partnership. The Leads would be responsible for attending in-person meetings and implementing the following opportunities at their schools: Work Ethic Distinction, YouScience, WBL, Industry Tours, JumpStart Job Fair, 8th Grade Career Pathway Fair, and the ACT WorkKeys Assessment.

The allocations are: Each participant receives a \$500.00 stipend for attendance and participation in Professional Development sessions led by Rutherford Works and the CTE Curriculum & Instruction Department.

RutherfordWorks Ambassador		
Schools	RW Ambassador	Position
Blackman High	Jeanette Noffsinger	CTE High School Teacher
Holloway High	Jessica Supakhan	CTE High School Teacher
LaVergne High	Dale Hudson	CTE High School Teacher
Oakland High	Sherri Rogers	CTE High School Teacher
Riverdale High	Emily Colbert	CTE High School Teacher
Rockvale High	Jennifer Vining	CTE High School Teacher
Siegel High	Stacie Andersen	CTE High School Teacher
Smyrna High	Carrie Ott	CTE High School Teacher
Stewarts Creek High	Ann Stewart	CTE High School Teacher
Blackman Middle	Theresa Saupe	CTE High School Teacher
Christiana Middle	Leigha Moltz	CTE High School Teacher
LaVergne Middle	Tiffany Copeland	Middle School Assistant Principal
Oakland Middle	Emily Mangrum	CTE Middle School Teacher
Rock Springs Middle	Nicole Stribens	Middle School STEM Teacher
Rocky Fork Middle	Amanda Jo Serrano	Middle School Counselor
Rockvale Middle	Kelly Newberry	Middle School Assistant Principal
Siegel Middle	April Mongold	Middle School Counselor
Smyrna Middle	Kelley Evett	Middle School Math Teacher
Stewarts Creek Middle	Keith Young	Middle School Assistant Principal
Whitworth Buchanan Middle	Dara Busard	CTE Middle School Teacher
Eagleville	Libby Sledge	CTE High School Teacher
Central Magnet	Jackie Crawley Harrison	CTE High School Teacher

Recommended Approval---motion to approve allocating approximately \$13,010.00 of Perkins funds to support Rutherford Works Ambassador Leads at 22 of our Middle and High Schools. Each participant will receive a \$500.00 stipend for attendance and participation in Professional Development sessions by Rutherford Works and the Curriculum & Instruction CTE Department. Schools allocated number of participants is 11 middle schools and 11 high schools to support teacher and student success.

12. INSTRUCTIONAL MATERIALS ON THE STATE APPROVED LIST

Course	Textbook Title	Publisher
Criminal Justice I	Introduction to Criminal Justice	Cengage
Criminal Justice II	Introduction to Policing	Cengage
Culinary Arts IV	The Culinary Professional	Goodheart-Wilcox
Culinary Arts III	iCEV Culinary Art	CEV

INSTRUCTIONAL MATERIALS NOT ON THE STATE APPROVED LIST

Course	Textbook Title	Publisher
Criminal Justice III	Forensic Science: Fundamentals and Investigations	Cengage
Culinary Arts I	Foundations of Restaurant Management and Culinary Arts Level I	National Restaurant Association
Culinary Arts II	Foundations of Restaurant Management & Culinary Arts Level 2	National Restaurant Association
Pre-Law I	Street Law	McGraw Hill
Pre-Law II & III	Introduction to Law	Cengage

There were no state-approved texts on the adoption lists for these courses. These courses had no resources submitted for the initial Section B Committee Review that Took place during the summer of 2019. The local CTE Section E Instructional Materials Committee requested and reviewed the materials above and determined that they meet the requirements set forth in the Local Education Agency Instructional Materials Waiver Instrument, thus allowing them to be used in CTE courses.

Recommended Approval---motion to approve the following Career & Technical Education instructional materials for use in CTE courses beginning 6/1/20 through 6/30/26.

13. CURRICULUM & INSTRUCTION SUMMER USAGE OF FACILITIES (For Information Only)

RCS Summer Camps: Held at Rutherford County Schools by Rutherford County Teachers to Rutherford County Students with the Discovery Center overseeing registration.

Date	Theme	Age Group	School	Capacity	Price	Instructors
June 8-12	These Are The Droids You Are Looking For	6 th -9 th	Stewarts Creek Middle	20 campers	\$300/camper	Kevin Welch/Zach Martin
June 8-12	Cyber Ambassador Boot Camp	9 th -12 th	Stewarts Creek High	25 campers	\$300/camper	Joseph Marco
June 15-19	The Maker's Coding Lab	3 rd -5 th	Barfield	20 Campers	\$250/camper	Tim Carey/Herman Nelson
June 15-19	Code Like a Girl	6 th -8 th	Rocky Fork Middle	20 Campers	\$250/camper	Bobbie Jo Meredith/Clare Kaplan
June 15-19	These Are The Droids You Are Looking For	6 th -9 th	Stewarts Creek Middle	20 Campers	\$300/camper	Kevin Welch/Zach Martin
July 13-17	The Maker's Coding Lab 2.0	3 rd -5 th	Barfield	20 Campers	\$250/camper	Tim Carey/Clare Kaplan

14. TEXTBOOK ADOPTION (TAB 5)

School Systems are required to submit textbook adoptions annually on forms provided by the Tennessee Department of Education. The elementary, middle and high school textbook committees are recommending the purchase of the English Language Arts textbooks listed below for use beginning 2020-2021 through the 2025-2026 school year.

Course	Textbook Title	Publisher
ELA K-5	OUR Expeditionary Learning	Open Up
ELA 6-8	Amplify ELA	Amplify
ELA 9-12	MyPerspectives	Pearson
Creative Writing	Creative Writing: Four Genres in Brief (3 rd Edition)	Bedford

AP Seminar	A World of Ideas: Essential Readings for College Writers (11 th Edition)	Bedford
AP Language	The Language of Composition (3 rd Edition)	Bedford
AP Literature	Literature and Composition (2 nd Edition)	Bedford

Recommended Approval---motion to approve English Language Arts textbook adoption for elementary, middle and high schools as presented.

15. RUTHEROFRD COUNTY SCHOOLS JROTC DISTINGUISH LEADER GRADUATE AWARD

The Instruction Department would like to offer a JROTC Distinguish Leader Graduate Award to qualifying seniors upon graduation. The Award would consist of a certificate, specific diploma seal, and an identifying Distinguish Leader cord or sash at the graduation ceremony. Qualifications for students to receive the award are included.

Recommended Approval---motion to approve the JROTC Distinguish Leader Graduate Award beginning with the 20-21 school year.

16. RCS VIRTUAL SCHOOL-FOR DISCUSSION

17. DISCIPLINARY HEARING APPEAL 1 (TAB 6)

The Board has been requested to review the decision of the Disciplinary Hearing Authority (DHA) to uphold the remandment of a student from Rockvale High School. The student was remanded to alternative school under Board Policy 6.313. Based on a review of the DHA's record, the Board may:

- 1. Affirm the decision of the DHA;**
- 2. Overturn the decision of the DHA;**
- 3. Modify the decision to a lesser penalty; or**
- 4. Grant a hearing before the Board**

18. DISCIPLINARY HEARING APPEAL 2 (TAB 7)

The Board has been requested to review the decision of the Disciplinary Hearing Authority (DHA) to uphold the remandment of a student from Rockvale High School. The student was remanded to alternative school under Board Policy 6.313. Based on a review of the DHA's record, the Board may:

- 1. Affirm the decision of the DHA;**
- 2. Overturn the decision of the DHA;**
- 3. Modify the decision to a lesser penalty; or**
- 4. Grant a hearing before the Board**

19. DISCIPLINARY HEARING APPEAL 3 (TAB 8)

The Board has been requested to review the decision of the Disciplinary Hearing Authority (DHA) to uphold the remandment of a student from Rockvale High School. The student was remanded to alternative school under Board Policy 6.313. Based on a review of the DHA's record, the Board may:

- 1. Affirm the decision of the DHA;**
- 2. Overturn the decision of the DHA;**
- 3. Modify the decision to a lesser penalty; or**
- 4. Grant a hearing before the Board**

20. FINANCIAL MATTERS (TAB 9)

1. Non-Payroll Budget Amendment within Major Expenditure Functions in the General-Purpose School Fund

This is a routine clean-up, non-payroll budget amendment within major functions to true up funds within departments in order to assist with next year's budget preparation, as well as assist with current year budget control. Departments that needed additional funds (revenue) to balance expenditure overages within their department budgets were: Coordinated School Health (walking track grant expenditure), Attendance office (attendance software additional expense), and transportation department (additional bus camera equipment purchases/installation expenses). Attendance Office and Transportation Office budget overages to be offset by additional lease revenue received. Coordinated school health additional funding from grant funds.

Recommended Approval---motion to approve the cleanup, non-payroll, within major expenditure functions, budget amendment

2. Non-Payroll Budget Amendment to Move Funds Between the Two Major Expenditure Functions for CTE and to Move Restricted Funds Out of Fund Balance in the General-Purpose School Fund

This is a second clean-up, non-payroll budget amendment for the CTE Program that moves funds between the two CTE major functions (Instructional and Support). Additional non-payroll clean-up to move donated funds from United Way, Jennings Jones Foundation, Smyrna Rotary Club to budget for expenditure of funds as requested and directed by donors at Smyrna West Alternative School (staff development, needy children clothing and teacher recognition), District-Wide Spectrum Program (gifted program staff development) and district-wide clothing for needy school-age children (attendance office). With the movement of funds between two major expenditure functions, as well as out of fund balance, this amendment cannot be on the county commission's consent agenda, therefore it is separate from the first clean-up budget amendment.

Recommended Approval---motion to approve the non-payroll budget amendment as presented

3. Amendments to the FY 19-20 Approved Fund 177 Education Capital Project Fund

This is an amendment to move available funds to additional needed capital projects as detailed in the enclosed capital project fund plan. Additional work includes refinishing two additional school gymnasium floors and needed interior renovations at the Smyrna Teacher Training Center.

Recommended Approval---motion to approve the amendment to move available funds to additional needed capital projects as presented

4. 2020-2021 E-Rate Tennessee Education Broadband Consortium (TEBC) Contracts:

- Category 1-Extension of TEBC Contract #49001 to AT&T Corporation to continue providing Internet access and Wide Area Network (WAN) services. The District's annual cost with the E-Rate discount of 60% is \$301,922.**
- Category 2-TEBC Contract #49083 to Central Technologies, Inc. for fiber products, installation and related network equipment for 22 elementary schools. The District's cost with the E-Rate discount of 60% is \$496,634.**

Recommended Approval---motion to approve the 2020-2021 E-Rate TEBC Contracts as presented

- 21. RESOLUTION RELATING TO TEA MATTERS**
- 22. INSURANCE UPDATE**
- 23. DIRECTORS UPDATE**
- 24. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**
- 25. FEDERAL RELATIONS NETWORK (FRN) UPDATE**
- 26. GENERAL DISCUSSION**
- 27. ADJOURNMENT**
- 28. EXECUTIVE SESSION**

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

**Board Meeting
Minutes of February 27, 2020**

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 Chairman called the meeting to order at 5:00 P.M. and Dr. Andrea Anthony led the Pledge of Allegiance.

2. MOMENT OF SILENCE

Mr. Estes called for a moment of silence.

3. APPROVAL OF AGENDA

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

Vote: All Yes

4. APPROVAL OF CONSENT AGENDA

A. Minutes: February 13, 2020

B. Community Use of Facilities

C. Out of County Transfer (1)

D. Routine Bids

Bid #3457-Fire Alarm Inspections
Bid #3460-Band Instruments
Bid #3461-Technology/Multimedia Parts
Bid #3462-Classroom Furniture
Bid #3463-Fire Alarm & Intercom Parts
Bid #3464-Lawn Maintenance (North Zones)

E. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Katelyn Archibald	NTE \$500.00	Blackman Middle School	School Funds-Football Cheer Account	Assistant Cheer Coach
Charles Bush	NTE \$1,600.00	Siegel High School	School Funds-Boys Basketball	Middle School Basketball Team Camp Director
Matthew Rigsby	NTE \$1,600.00	Siegel High School	School Funds-Boys Basketball	Administrator, Clean Up, + Scheduling for Middle School Basketball Team Camp
Amyia Davis	NTE \$2,000.00	Blackman High School	School Funds-Softball	Assistant Softball Coach
Jeff Pelage	NTE \$2,000.00	Blackman High School	School Funds-Track	Assistant Track Coach
Terence Johnson	NTE \$2,500.00	Siegel High School	School Funds-Girls Basketball	Assistant Girls Basketball Coach
Timothy Westfall	NTE \$3,000.00	Siegel High School	School Funds-Softball	Assistant Softball Coach
Jennifer Wright	NTE \$2,000.00	Smyrna High School	School Funds-Softball	Assistant Softball Coach
Mary Biddlecombe	NTE \$1,000.00	Stewarts Creek High School	School Funds-Choral Assessment Event	Clinician
William Caldwell	NTE \$1,000.00	Stewarts Creek High School	School Funds-Choral Assessment Event	Clinician

Jason Ferdinand	NTE \$1,000.00	Stewarts Creek High School	School Funds-Choral Assessment Event	Clinician
Brian Kittredge	NTE \$1,000.00	Stewarts Creek High School	School Funds-Choral Assessment Event	Clinician
Malcolm Merriweather	NTE \$1,000.00	Stewarts Creek High School	School Funds-Choral Assessment Event	Clinician
Megan Rudolph	NTE \$1,000.00	Stewarts Creek High School	School Funds-Choral Assessment Event	Clinician

** Unless listed as an hourly rate

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

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

Vote: All Yes

5. VISITORS

Michael Harris, representing self, addressed the Board regarding the value of his property at Tan Oaks.

Sienna Hall, representing REA, addressed the Board to propose adoption of testing resolution.

Geneva Cook, representing REA and TEA, addressed the Board to inform them about the rally for our public schools.

Laura Schlesinger, REA, invited the board members of the upcoming TEA sponsored Rally for Our (Public) Schools, which will take place at the Tennessee State Capitol Monday, March 16.

6. RECOGNITION

The following Stewart's Creek High School Cheer were honored.

- **Stewart's Creek High School JV Cheer Team-National Champions**
- **Stewart's Creek High School Varsity Cheer Team-World Division/Nations Cup Winners**
- **Alonna Smith-Competition Cheer Coach**

Mr. David Cowan has been selected to represent Middle Tennessee and Rutherford County through TDOE's Aspiring Assistant Principal Network.

7. BUILDING PROGRAM UPDATE

Motion made by Mr. Young, seconded by Mr. Jordan, to approve the building program through August 2020-2026 with the following changes - move Roy Waldron project up to 2020-21 building addition and move 840/96 corridor elementary school up to fiscal year 2021-22.

Vote: All Yes

8. FACILITIES

Central Magnet School

Engineering and Construction, along with Purchasing, bid the HVAC renovations for Central Magnet School on January 7, 2020. The only bid came in over budget. Since that time Engineering and Construction, along with Harpeth Park Engineering has vetted the Contractor and met with them to review potential cost reductions. At this time, we have revised the scope to reflect a base bid of \$3,144,550.00. Capital Projects has \$2,120,000.00 left allocated for this project. Since this will be a phased project, we would like to approve the project for the funds available and include the balance in next year's Capital Projects to complete. This project will not be completed until August of 2021. This is allowed through TCA section 49-2-203(a)(3).

Motion made by Mr. Hodge, seconded by Mr. Jordan, to approve the Central Magnet School HVAC renovations to Four Seasons Inc. as presented.

Vote: All Yes

9. UPDATE ON K-12 ELA TEXTBOOK ADOPTION PROCESS (For Information Only)

Dr. Sullivan informed the Board of the process used for the K-12 ELA textbook adoption.

10. REVISION TO 2020-2021 RUTHERFORD COUNTY SCHOOLS CALENDAR

The 2020-21 school calendar has been revised to add the remaining professional learning community (PLC) day as an in-service day. The day is included in the teacher's 200-day calendar, for which they are paid. This day also serves as one of the two in-services that the teacher is required to attend to meet the additional 12 hours. The remaining 6 hours is still the responsibility of the teacher to identify and attend. The in-service day is to be scheduled for October 20, 2020. This will be an in-service day with instruction and activities focused in areas of greatest need for the individual school.

Motion made by Mrs. Moore, seconded by Ms. Sharp, to approve the revision to the 2020-21 calendar as presented.

Vote: All Yes

11. FINANCIAL MATTERS

**1. REQUEST TO INCREASE ADULT MEAL PRICE FROM \$3.50 TO \$3.80
EFFECTIVE IMMEDIATELY**

The State Department of Education recently completed the FY 19-20 administrative review of the Rutherford County School Nutrition Program. One of the findings from the review was that our system was currently not charging enough for an adult meal to be in compliance with federal food and nutrition service guidance. The School Board had increased the amount of the adult meal last fiscal year, as requested by our school nutrition department who had the goal of phasing in the needed increases over the next couple of years. However, the State determined that the entire .30 cent increase per meal should be implemented immediately instead of this multi-year phase-in approach.

Motion made by Mr. Jordan, seconded by Ms. Sharp, to approve to increase the price of an adult meal in the Rutherford County School cafeterias from \$3.50 to \$3.80, effective immediately, in order to be in compliance with federal food and nutrition service guidance.

Vote: All Yes

It was suggested by several board members that it would be helpful if we had a procedure across the district for collecting overdue lunch payments.

**2. RESOLUTION TO REQUEST UNCLAIMED PROPERTY FROM THE
TENNESSEE DEPARTMENT OF THE TREASURY, DIVISION OF
UNCLAIMED PROPERTY**

The Department of Budget & Finance recently searched for unclaimed funds due in the name of the Rutherford County Board of Education, as well as the names of the

individual schools of our school system. In your board packet is a formal resolution to request the \$3,908.56 of unclaimed property that was identified through this search.

Motion made by Mr. Hodge, seconded by Mr. Young, to approve the resolution to formally request the unclaimed property due to the Rutherford County School System, and to apply the funds to the current balance of outstanding student meal debt for each of the individual schools identified. Furthermore, the amount due on the list of unclaimed property, that is identified as “Rutherford County BOE” will be divided equally between the credit meal balances of the two county alternative schools.

Vote: All Yes

3. TENNESSEE DEPARTMENT OF EDUCATION GOVERNOR’S CIVIC SEAL GRANT

Tennessee Gov. Bill Lee and Education Commissioner Penny Schwinn recently awarded 21 Governor’s Civics Seal mini-grants promoting life-long civic engagement in schools and districts across the state. The grants will be used in the 2020-21 school year to fund programs that include: promoting life-long civic engagement by providing access to high-quality, standards-based civics resources. Smyrna High School was awarded one of these grants for an amount of \$10,000.

Motion made by Mr. Jordan, seconded by Mrs. Moore, to approve the grant contract for the Governor’s Civics Seal mini-grant that was recently awarded to Smyrna High School.

Vote: All Yes

12. USE OF JOHN COLEMON ANNEX 2020-21

Motion made by Mr. Hodge, seconded by Ms. Sharp, to change the John Coleman Annex to a VPre-K school starting in 2020-2021. The VPre-K students from Cedar Grove, David Youree, LaVergne Primary, Rock Springs Elementary, Smyrna Elementary, Smyrna Primary, Rocky Fork Elementary, and Stewartsboro Elementary will be moved to the John Coleman Annex at the start of the school year in 2020-2021.

Vote: All Yes

Mr. Young requested that Mr. Spurlock consider looking at transportation for these students.

13. INSURANCE UPDATE

St. Thomas healthcare is being recommended by the insurance committee to receive the bid for the three (3) Rutherford County Med Clinics.

14. DIRECTORS UPDATE

The Director shared that he attended the FFA Breakfast in Nashville which was well represented by Rutherford County Schools.

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

16. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Ms. Sharp said there was discussion on Freedom Scholarships.

17. GENERAL DISCUSSION

Mr. Young requested that the Director look at appointing a team to look into special needs behavior.

There being no further business, the meeting adjourned at approximately 6:40 P.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

March 12, 2020

Barfield Elementary	Camp Invention; STEM camp; 6/1/20-6/5/20 7:30-3:30pm; classrooms: A-02, A-06, A-07, & A-11; \$300
Blackman High	Ruck Training/Beasley Elite Sports Training, training clinic, 6/6/20 9am-12pm, stadium/track, \$100/hr
Blackman High	Blackman Boys/Girls Rugby Club, practices & games, 3/12/20-8/31/20 4-6pm, rugby field, \$100/hr
Blackman High	River Oaks Community Church; community kids camp; 6/29/20-7/1/20 5-9pm; 30 classrooms (20 min/day), auditorium, gyms, cafeteria (4 hr/day), and outside campus (2 hr/day); No fee *executed IKA
Blackman High	National Playmakers Academy, football camp, 3/15/20 2-4pm, football stadium/field, \$200
LaVergne Middle	City of LaVergne, Beauty Pageant, 8/28-8/29/20, choir room/auditorium/cafeteria, *waiting for IKA no fee
Oakland Middle	Intensity 615, aau basketball practice, 3/12/20-6/30/20 M/W 6-8pm, gym, \$18/hr
Riverdale High	Cottage Glen HOA, community meeting, 4/28/20 6-8pm, annex cafeteria, \$36
Siegel High	Drum Corps International (Music City Drum & Bugle Corps), drum corps lodging and rehearsals, 7/24/20 4am-5pm, 4-6 classrooms as needed and practice fields, *submitted as 501(c)3 without IKA along with fee exemption form
Siegel High	SoZo Dance Academey, dance recital, 5/20-5/23/20, auditorium, \$855
Stewarts Creek Middle	First Class Game, AAU basketball practices, 3/12/20-7/7/20 W/Th 6-8pm, gym, \$18/hr

Note: Facility use for 3/12/20 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.**

INTEROFFICE MEMORANDUM

TO: BILL C. SPURLOCK
FROM: SARA R. PAGE BY KAREN HAYES
SUBJECT: TRANSFER STUDENT UNDER DISCIPLINE
DATE: MARCH 6, 2020
CC: JOYCE MICHAELS

The Board has been requested to admit a transfer student under discipline from another school system. The student previously received a zero tolerance from Coffee County Middle School.

The student received the zero tolerance for possession of a knife on campus.

According to Policy 6.318, the Board must approve all admissions when a student transfers from another school system while under suspension or expulsion. I recommend that the student be admitted and placed in the alternative school.

Bid #3466
Robot Installation and Enclosure
Oakland High School

Item Number	Description	Alpha Integration
1	Robot Installation with Enclosure	\$ 29,170.00
2	Total Bid with Allowance Money added	\$ 34,170.00

Mailed to 10 vendors

9 vendors did not respond

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

To be funded through Career and Technical Department and General Funds

Signing Bonus Incentive for Hard to Staff Subject Area

Hiring Incentive for grades 6-12 math, chemistry, physics, and world languages

Criteria:

1. A one-time signing bonus of \$3,000; paid \$1,500 in the fall and \$1,500 in the spring
2. An additional EARLY signing bonus of \$2,000 if contracted to Rutherford County School before April 1 for the upcoming school year
3. Teacher must hold a valid TN teaching license with appropriate endorsement in that subject area
4. Teacher must be new to Rutherford County Schools, if returning to RCS or an existing employee must not have taught in any of these hard to staff areas as designated in this plan
5. Signing bonus is contingent on final employment approval.

Hiring incentive for English as a Second Language program instruction

Criteria:

1. A one-time signing bonus of \$1,500; paid \$750 in the fall and \$750 in the spring
2. Teacher must hold a valid TN teaching license with appropriate ESL endorsement
3. Teacher must be new to Rutherford County Schools; if returning to RCS or an existing employee must not have taught in this hard to staff area as designated in this plan
4. Signing bonus is contingent on final employment approval

Qualifying Endorsement Codes:

ESL: 301, 490

Qualifying Endorsement Codes: Math: 013, 122, 125, 413

Physics: 017, 129, 214, 414, 417

Chemistry: 016, 127, 212, 416

World Languages: 163, 169, 170, 404, 409, 495, 496 and other equivalent world language endorsements

Hiring Incentive for Board Certified Behavior Analyst (BCBA Certification)

Criteria:

1. A one-time signing bonus of \$3,000; paid \$1,500 in the fall and \$1,500 in the spring
2. Hold BCBA Certification
3. Teacher must be new to Rutherford County Schools, if returning to RCS or an existing employee must not have taught in any of these hard to staff areas as designated in this plan
4. Signing bonus is contingent on final employment approval.

Student Teachers:

A one-time signing bonus of \$1,000; paid \$500 in the fall and \$500 in the spring will be awarded to those who have completed their student teaching in the district during the recent school year and contracted to RCS before April 1st for the upcoming school year.



Dr. Andrea Anthony
Assistant Superintendent for Human Resources and Student Services
Rutherford County School Board
2240 Southpark Blvd
Murfreesboro, TN 37128

Dear Dr. Anthony,

This letter is to confirm that Advantage xPO wishes to extend its contract for substitute teachers for the 2020-2021 school year.

For the 2020-2021 school year, our rates will remain unchanged. Below is our current pricing schedule.

	Half-day rate	Daily rate
Substitute teacher after 20 th consecutive day with Active TN teaching license and degree	\$76.91	\$153.82
Substitute teacher with degree and Active TN teaching license	\$55.02	\$110.04
Substitute teacher with degree, college coursework without a degree, or a high school diploma/GED	\$49.55	\$99.09

Please feel free to contact me if you have any questions or need additional information.

Thank you for the opportunity to serve the Rutherford County Board of Education. We look forward to another year of partnership.

Sincerely,

Rob Romano
Program Director

224 N. Desplaines Street
Suite 300
Chicago, Illinois 60607

AdvantagexPO.com

CONTRACT



Event Sponsor Kittrell Elementary School

Date Monday, June 15th, 2020

Location Readyville, TN

Speaker Todd Nesloney

Honorarium \$7,500

Travel Travel and expenses are included in the speaker's honorarium.

Event Details

Event Name

Full Day PD

Venue

Kittrell Elementary School
7801 Old Woodbury Pike
Readyville, TN 37151

Contract Itinerary Details

8:00 AM to 2:30 PM - Event Duration on June 15th, 2020

Schedule and Topics TBD

2:30 PM to 3:00 PM - Booksigning on June 15th, 2020

Book signing to be held after keynote - books will be provided by Speaker.

Sponsor will provide volunteers (3-5) to receive Todd Nesloney's KDI books and KDI posters, set up and staff product table, and repackage unsold materials for will be shipped back at Speakers expense. All bulk books for event will be handled by Premiere Collectibles. (Time of Book Signing may be moved to earlier in the day if needed and speaker can adjust his event duration to 3pm.)

Payment Terms

Deposit - \$3,750.00 due two weeks after speaker acceptance.

Balance - \$3,750.00. PO will be provided. Balance payment will be mailed to Bureau after event (net 30).

State Taxes

If host organization is required to withhold state income tax on behalf of the speaker, that amount shall be added to the total speaker fee, resulting in the total gross speaker fee paid to Premiere Speakers Bureau ® the same amount as agreed to within this invitation.

*This invitation is pending approval by Todd Nesloney.
The event cannot be publicized until the offer has been accepted.*

Terms & Conditions

Parties to the Agreement

The Parties to this agreement are Premiere Speakers Bureau® ("Bureau") and Kittrell Elementary School (Sponsor). Both parties warrant that they are duly authorized to enter into this agreement on behalf of the sponsoring organization or accept personal responsibility for the terms of this agreement. Bureau is the booking agent for the speaker; however, the speaker is an independent contractor and in exclusive control over the means, method and details of fulfilling the services outlined in the contract. Bureau is not responsible for any act or omission of the speaker. Neither party to this agreement is the agent of the other or in any type of joint venture or partnership. As this contract is for personal services, the agreement is not assignable to any other party without prior written approval from Bureau.

Dispute Resolution

The payment terms of this contract, as listed on page 1, are of essence to this contract. The failure to pay according to this schedule is considered material breach of the contract, and an acceptance of the fee by Bureau after this date is not to be considered a waiver. This contract is to be construed under Tennessee Law, and the parties submit to the Jurisdiction of Williamson County, Tenn.

Cancellation Terms when Sponsor Cancels

In the event that the Sponsor fails to abide by the payment terms or there is another material breach of the contract, the speaker will be informed of the Breach and the speaker will not be required to speak at the contracted event. In the event of any cancellation initiated by the sponsor due to a material breach, Sponsor agrees to surrender the deposit if the cancellation is made in advance of sixty (60) days of the event date. Sponsor agrees to surrender the entire amount if the cancellation is made within sixty (60) days of the contracted event date.

Cancellation Terms when Speaker Cancels

The speaker may cancel the agreement for the following reasons: Superseding contractual agreement, illness, Force Majeure, Death of Immediate Relative or information relating to the sponsoring organization or event that creates a substantial public relations or conflict of interest issue. In the event the speaker cancels for one of these reasons, Bureau will make a good faith effort to provide a similar speaker to Sponsor. If a suitable replacement speaker is not approved by Sponsor, Bureau will refund Sponsor's speaker funds once received from speaker. Damages for cancellation under any circumstance are limited to the refund of this money. No consequential damages or anything similar are allowed under this contract.

Indemnification

To the extent allowed by law, the Sponsor agrees to indemnify Bureau from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third Party claim, action, or proceeding, based

directly or indirectly on any breach of its warranties contained herein or arising from or relating to its performance under this Agreement. In no event shall damages exceed the amount already paid by sponsor as the fee to the speaker. The Sponsor shall not agree to any settlement offer or terms unless approved by Bureau.

Taxes & Fees

The Sponsor shall pay any and all Federal or State Amusement or similar taxes. Notwithstanding the preceding sentence, each party shall be responsible for their own U.S. income taxes. Non-U.S.A. sponsors agree to pay all associated taxes enforced by the hosting country.

Expenses

The Sponsor shall be responsible for all reasonable expenses in addition to speaker fee payment(s) for the engagement unless otherwise negotiated as a flat travel fee or all inclusive fee. Unless explicitly defined otherwise on page 1 of this agreement, expenses for the speaker may include airfare, lodging and meals, taxicabs or limousine fares and any other expenses made necessary by the speaker's trip to, presence in, or trip from the city in which the program is presented.

Venue & Event Requirements

The Sponsor will provide an appropriately climate controlled, well-lit, safe and appropriate venue for the engagement. All equipment and facilities will be in good working condition together with the necessary stage, accessories and properties including without limitation, microphones and amplification system. The Sponsor shall abide by all building code requirements. No additional appearances or activities may be planned by the Sponsor nor expected of the Speaker unless expressly contained as part of the terms of this Agreement. The fee listed is understood to be for the Engagement (i.e., the speech or other performance) only; any additional activities must be negotiated independently with Bureau and approved in writing. Any material change in the nature of the engagement shall constitute a breach of this agreement. In the event that the speaker has any specific requirements, the requirements will be provided in writing by Bureau at the time of agreement execution or prior to contracted event date.

Recording Prohibited

It is agreed that the engagement, including without limitation the speaker's address, may not be recorded by any means - audio tape, video tape or film. The speaker's presentation may not be broadcast or streamed on the Internet, in whole or in part, without the prior written permission of Bureau. All materials provided by the speaker are protected by Copyright Laws of the USA.

Marketing and Social Media

Prior to usage, Sponsor shall submit marketing materials to Bureau for approval. Social media posts, videos and announcements will also be submitted to Bureau for approval prior to posting or usage.

Confidentiality

To the extent allowed by State and Federal law, Sponsor agrees to maintain the absolute confidentiality of all the terms, conditions, and arrangements contained in the contract and/or associated with the appearance by the speaker. Any breach of this confidentiality will be deemed a material breach of this agreement for which the breaching party shall be held liable for any resulting damages.

Force Majeure

Notwithstanding any other provision of this agreement, in the event that the performance of any obligation under this agreement by either party is prevented due to acts of God, exchange controls, export or import controls, government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of a party, such party will not be responsible to the other party for failure or delay in performance of its obligations under this agreement. Each party will promptly notify the other party of such force majeure condition and make good faith efforts to reschedule the event for a time after the Force Majeure occurrence has ended.

Separability

Should any provision of this agreement be held to be void, invalid or inoperative, the remaining provisions of this agreement will not be affected and will continue in effect. The invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

Interpretation

This agreement has been entered into after review and negotiation of its terms by all parties, who have both had the opportunity to be represented by counsel. The agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party on grounds that this agreement or any provision thereof was drafted or proposed by such party.

Entire Agreement

This agreement sets forth the entire understanding between the parties; it will become effective when a fully executed original is received by Bureau. This Agreement may not be altered, changed, modified or waived in whole or part except by another agreement in writing signed by both parties. An executed facsimile copy, digital execution or photocopy of this contract shall be deemed an original.

Todd Nesloney Rider

A/V Needs: Projector, Screen (size suitable for the venue), Audio connection from laptop, Todd will bring his own laptop and dongle

Book Signing/Sales Procedures:

Thank you for your assistance in making Todd's items available for your event. I believe you will find that people will enjoy meeting Todd during this time and securing their autographed copies of his books and resources.

Here are some helpful guidelines in the preparation, execution, and post-event activities for the sale of these books:

Book Sales Instructions:

Set-up:

- Place one 8' table in a central location, preferably in an area visible to guests as they enter the meeting room. Place a second, preferably, at least 25 ft away from the sales table, designated to be Todd's signing table.
- Todd will set up all the items
- Please have 4 volunteers that will help administer the sales and assist for the duration of the signing/sales.
- Items to have at signing table: sharpies, post-it pads, a bottle of water

Sales:

- Each item will have a sale price attached to it and will be visible on signage that Todd will provide.
- Checks are made out to Todd Nesloney
- Cash and checks can be kept together
- Please sell items both before and after the event, letting guests know that Todd will be signing books at the conclusion of their event. If there is a meet and greet or a VIP reception please attempt to sell books/posters there as well. Sales Tax does not need to be included.
- A PayPal unit and iPad will be provided for credit card sales.

Signing:

- It is crucial to have at least 2 volunteers at this point. Once Todd is finished with his presentation, an escort should lead him to the signing area.
- Prior to Todd arriving at the table, the second volunteer needs to organize a single-file line with those who have purchased books. Please try to limit the line to those who have purchased books, however, all have the equal right to be in the line. Having ropes and stanchions have been very helpful in the past to organize the line.
- This person should also have a pad of post-it notes and pens to go down the line asking each person to spell their name and post the note on the title page. This is where Todd signs and will speed up the process when personalizing each book.
- Place one person at the table next to Todd to assist with the signing.

Post event:

- STOP! Any unsold books or poster can be purchased by Sponsor at the conclusion of signing. Please get with Todd if you're interested in more details.
- Place unsold books back into the boxes in which they arrived. Todd will provide the return shipping labels from the book boxes for the books ONLY.
- Todd will take any cash or checks with him.

Accepted by

Premiere Speakers Bureau®
(Federal Tax ID 65-0966176)

Kittrell Elementary School

A handwritten signature in black ink, appearing to read 'Ryan', with a stylized flourish extending to the right.

Ryan Giffen
Date: February 28, 2020

Kittrell Elementary School
Date:



Rutherford County Schools

2240 Southpark Drive

Murfreesboro, TN 37128

Motion for the Board: Textbook Adoption Report ED-5009 and Textbook Certificate of Adoption Report ED-2153

School systems are required to submit textbook adoptions annually on forms provided by the Tennessee Department of Education. The elementary, middle, and high school textbook committees are recommending the purchase of the ELA textbooks listed below for use beginning 2020- 2021 through 2025-2026 school years.

Course	Textbook Title	Publisher
ELA K-5	<i>OUR Expeditionary Learning</i>	Open Up
ELA 6-8	<i>Amplify ELA</i>	Amplify
ELA 9-12	<i>myPerspectives</i>	Pearson
Creative Writing	<i>Creative Writing: Four Genres in Brief (3rd Edition)</i>	Bedford
AP Seminar	<i>A World of Ideas: Essential Readings for College Writers (11th Edition)</i>	Bedford
AP Language	<i>The Language of Composition (3rd Edition)</i>	Bedford
Ap Literature	<i>Literature and Composition (2nd Edition)</i>	Bedford

Motion to approve, ELA textbook adoption for elementary, middle, and high schools, as presented.

*ED Form 2153 Attached



Return by May 15 to:
Director of Content
Andrew Johnson Tower, 11th floor
710 James Robertson Parkway Nashville, TN 37243-0379

**Certification of Adoption by
Local Board of Education**

The _____ Board of Education approved the City, County,
or Special School District adoption of the textbooks as indicated on the attached Local Adoption Report Abstract
during the meeting of the board on _____
Month, Day, Year

If the LEA has chosen to adopt any materials not on contract, then we do hereby certify the following:

- ☐ The LEA's unique needs require adopting materials not on the state's official list.
- ☐ The materials adopted by this LEA were screened by a review committee, appointed in accordance with T.C.A. § 49-6-2207 and were determined to be aligned to the standards by evaluating the materials using the screening instrument approved by the Textbook and Instructional Materials Quality Commission.
- ☐ The adoption abstract, this certification of adoption, and the local panels' reviews will be posted to the LEA's website within 30 days of local board approval.
- ☐ All materials adopted by this LEA that are not on contract have been approved by waiver (if any waivers were granted, you must attach them to this form).
- ☐ The LEA agrees to furnish any materials requested by TDOE for review.

Date

Chairman, Board of Education

Date

Director of Schools

Certification of Compliance

Section 49-3-310(1) (A)

"The director of schools and the chair of the board of each LEA shall certify to the commissioner on or before October 15 of the current school year that all children enrolled in that LEA have been furnished all required textbooks, as determined by the commissioner."

In the conformity with TCA 49-3-310(4)(A), we the undersigned, hereby certify that all the children attending the schools of _____ school system have, or will be given, access to all textbooks and instructional materials.

Chairman, Board of Education

Superintendent/Director of Schools

Date

Return electronically to the department
by May 15:

Director of Content
Tennessee.Textbooks@tn.gov
State Department of Education
11th Floor, Andrew Johnson
Tower 710 James Robertson
Parkway Nashville, TN 37243-0379

Capital Projects 2019-2020 - Fund 177											
2/21/2020											
					Original Budget 2019/2020	Amendment	Amended Budget 2/21/2020	Actual 2019-2020	Encumbered 2/21/2020	Total Spent + Encumbered	Remaining 2/21/2020
2019 / 2020 Projects											
Roof Replacement/Repairs											
Eagleville Complex	940				476,990	12,000.00	488,990.00	48,756.48	440,142.18	488,898.66	91.34
							-	-	-	-	-
							-	-	-	-	-
				Total	476,990	12,000.00	488,990.00	48,756.48	440,142.18	488,898.66	91.34
Bleachers and Seats											
SHS Auditorium	930	SH1			135,000		135,000.00		86,296.00	86,296.00	48,704.00
							-	-	-	-	-
							-	-	-	-	-
							-	-	-	-	-
				Total	135,000	-	135,000.00	-	86,296.00	86,296.00	48,704.00
Gymnasium Floor											
Blackman Elementary	930	BL3			15,000	(801.75)	14,198.25		14,198.25	14,198.25	-
Central Magnet	930	CMS			-	21,070.00	21,070.00		21,070.00	21,070.00	-
Eagleville	930	EH1			25,000	(7,640.00)	17,360.00		17,360.00	17,360.00	-
Holloway	920	HO1			25,000	(9,000.00)	16,000.00		14,780.25	14,780.25	1,219.75
Siegel High	940	SG1			30,000	(10,988.25)	19,011.75		17,980.00	17,980.00	1,031.75
Smyrna High	950	SH1			30,000	(15,000.00)	15,000.00		9,064.00	9,064.00	5,936.00
Oakland High	930	OH1			20,000	(10,000.00)	10,000.00		8,680.00	8,680.00	1,320.00
Riverdale High	930	RH1			20,000	(12,640.00)	7,360.00		7,360.00	7,360.00	-
Blackman High	960	BH1			-	15,000.00	15,000.00		13,654.00	13,654.00	1,346.00
Wilson	940	WL3			-	30,000.00	30,000.00		29,625.80	29,625.80	374.20
							-	-	-	-	-
				Total	165,000	-	165,000.00	-	153,772.30	153,772.30	11,227.70
HVAC Controls											
SHS	940	SH1			130,000		130,000.00	27,285.90	102,014.10	129,300.00	700.00
LaVergne High	920	LH1			140,000		140,000.00	32,186.00	107,814.00	140,000.00	-
Smyrna Middle Teacher Center					50,000	(50,000.00)	-		-	-	-
							-	-	-	-	-
				Total	320,000	(50,000.00)	270,000.00	59,471.90	209,828.10	269,300.00	700.00
Elevators											
McFadden		MC3			75,000	(75,000.00)	-		-	-	-
(Should not have been included in this year's budget)							-		-	-	-
							-	-	-	-	-
				Total	75,000	(75,000.00)	-	-	-	-	-
High School Track Maintenance/Repair											
Blackman High	950	BH1			40,000		40,000.00		48,952.50	48,952.50	(8,952.50)
Stewarts Creek	920	SC1			40,000		40,000.00		51,102.75	51,102.75	(11,102.75)
LaVergne High	930	LH1			350,000		350,000.00		199,934.70	199,934.70	150,065.30
							-	-	-	-	-
				Total	430,000	-	430,000.00	-	299,989.95	299,989.95	130,010.05
Paving/Seal Coating/Striping											
Buchanan Elementary		BU3					-		-	-	-
Angie Road Repairs	920	WL3			100,000		100,000.00	98,596.80	-	98,596.80	1,403.20
Siegel High Seal Coat		SG1					-	-	-	-	-
Red Hawk Parkway Repairs		SC1					-	-	-	-	-
							-	-	-	-	-
				Total	100,000	-	100,000.00	98,596.80	-	98,596.80	1,403.20
Major HVAC Components											
Blackman High	920	BH1			-	380,000.00	380,000.00	362,165.00	-	362,165.00	17,835.00
Central Magnet							-	-	-	-	-
Rockvale elementary							-	-	-	-	-
Central Magnet	920	CMS			2,500,000	(380,000.00)	2,120,000.00	80,750.00	19,250.00	100,000.00	2,020,000.00
							-	-	-	-	-
				Total	2,500,000	-	2,500,000.00	442,915.00	19,250.00	462,165.00	2,037,835.00
Major Plumbing Components											
Buchanan Elementary School	920	BU3			100,000		100,000.00	7,500.00	71,500.00	79,000.00	21,000.00
Daniel McKee Sewer Tie In	920	DMA			150,000	(40,700)	109,300.00	8,625.00	2,875.00	11,500.00	97,800.00
Smyrna Middle School Library	930	SM2				40,700.00	40,700.00	40,700.00	-	40,700.00	-
							-	-	-	-	-
					250,000	-	250,000.00	56,825.00	74,375.00	131,200.00	118,800.00
Renovation - Repurpose Projects											
Smyrna Teacher Training Center	920	SM2			100,000		100,000.00	66,167.42	67,200.21	133,367.63	(33,367.63)
HVAC for Smyrna Teacher Training Center					150,000		150,000.00	221,000.00	-	221,000.00	(71,000.00)
Interior renovations						113,000.00	113,000.00			-	113,000.00
							-	-	-	-	-
					250,000	113,000.00	363,000.00	287,167.42	67,200.21	354,367.63	8,632.37
							-	-	-	-	-

3/5/2020 2:16 PM

Capital Projects 2019-2020 - Fund 177											
2/21/2020											
					Original Budget 2019/2020	Amendment	Amended Budget 2/21/2020	Actual 2019-2020	Encumbered 2/21/2020	Total Spent + Encumbered	Remaining 2/21/2020
Carry Over Projects							-			-	-
Roof Replacement/Repairs							-			-	-
Central Magnet School Main		718	CMS		154,516.51		154,516.51	115,489.55	39,026.30	154,515.85	0.66
Oakland High School Gymnasium		718	OH1		122,952.27		122,952.27	120,261.65	-	120,261.65	2,690.62
Riverdale High School Gym/Pool		718	RH1		36,397.69		36,397.69	36,397.00		36,397.00	0.69
Cedar Grove Elementary		829	CG3		926,568.39		926,568.39	828,645.19	97,923.20	926,568.39	-
Rock Springs Elementary		819	RS3		7,953.75		7,953.75	7,953.75		7,953.75	-
							-			-	-
				Total	1,248,388.61	-	1,248,388.61	1,108,747.14	136,949.50	1,245,696.64	2,691.97
Paving, Seal Coating, Striping							-			-	-
Central Magnet		819	CMS		6,570.90		6,570.90	6,570.90		6,570.90	-
							-			-	-
				Total	6,570.90	-	6,570.90	6,570.90	-	6,570.90	-
School Safety							-			-	-
Equipment			ADM		455,437.84		455,437.84	391,428.18	64,009.66	455,437.84	-
							-			-	-
				Total	455,437.84	-	455,437.84	391,428.18	64,009.66	455,437.84	-
High School Track Maintenance/Repair							-			-	-
Riverdale		829	RH1		255,500.75		255,500.75	255,500.75	-	255,500.75	-
							-			-	-
				Total	255,500.75	-	255,500.75	255,500.75	-	255,500.75	-
Elementary School Playground Replacement							-			-	-
Cedar Grove		819	CG3		208,188.65		208,188.65	208,188.65		208,188.65	-
David Youree		819	DY4		209,171.75		209,171.75	209,171.75		209,171.75	-
							-			-	-
				Total	417,360.40	-	417,360.40	417,360.40	-	417,360.40	-
Elevator Upgrade / Repairs							-			-	-
McFadden		819	MC3		42,560.00		42,560.00	42,560.00	-	42,560.00	-
							-			-	-
				Total	42,560.00	-	42,560.00	42,560.00	-	42,560.00	-
Site Development							-			-	-
Rock Springs Middle		819	RS2		223,096.00		223,096.00	223,096.00		223,096.00	-
							-			-	-
				Total	223,096.00	-	223,096.00	223,096.00	-	223,096.00	-
Chiller Replacement							-			-	-
Blackman High		829	BH1		331,870.00		331,870.00	331,870.00	-	331,870.00	-
							-			-	-
				Total	331,870.00	-	331,870.00	331,870.00	-	331,870.00	-
				Total Carryover	2,980,784.50	-	2,980,784.50	2,777,133.37	200,959.16	2,978,092.53	2,691.97
				Total Capital Projects 2019/2020	10,045,774.50	-	10,045,774.50	4,649,103.32	2,902,994.71	7,552,098.03	2,493,676.47

STATE MASTER CONTRACT PARTICIPATION AGREEMENT



This agreement ("Agreement") is entered into between **Rutherford County Schools** ("Customer") and **AT&T** ("Service Provider"), **for Funding Year July 1, 2020 to June 30, 2021**. For good and valuable consideration, including the mutual promises contained herein, Customer orders from the Service Provider the services identified below and/or in Attachment A to this Agreement ("Service"). Customer and Service Provider agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth **AT&T E-Rate Contract 49001** ("Master Contract"), including all tariff provisions ("Tariff") which may be set forth and/or incorporated by reference into such Master Contract.

Service Ordered by Customer:

IDENTIFY REQUESTED SERVICE HEREIN AND/OR IN ATTACHMENT A

The selected Service period is **July 1, 2020 to June 30, 2021**. Unless otherwise agreed upon in writing, the Service period shall commence upon Service installation.

Requested Service Installation Date(s): **July 1, 2020 to June 30, 2021**

The Service Provider will use commercially reasonable efforts to install Service on or before the requested Service installation date(s), but makes no warranty, either expressed or implied, that Service will be installed on or before the requested Service Installation date(s).

If this Agreement is cancelled or terminated prior to Service Installation, cancellation charges will apply as set forth in the Master Contract and/or Tariff.

Customer may seek Universal Service Fund funding pursuant to the rules and regulations associated with the E-Rate program. Customer therefore further agrees to the terms and conditions set forth in the AT&T E-Rate Rider, attached hereto as Attachment "B".

Customer further warrants and represents that Customer is authorized to enter into this Agreement and to order Service pursuant to the Master Contract. Customer further warrants and represents that this Agreement complies with all applicable procurement laws and/or requirements.

This Agreement is effective when executed by Customer and accepted by the Service Provider, and is subject to and controlled by the provisions of the Tariff, including any changes to the Tariff as may be made from time to time.

Rutherford County Schools

Accepted by AT&T:

Print Name: Bill C. Spurlock

Print Name: _____

By: _____

By: _____

Title: Director of Schools

Title: _____

Date: _____

Date: _____

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STATE MASTER CONTRACT PARTICIPATION AGREEMENT



ATTACHMENT A

(Service Description)

Product

Unit Price

Quantity

AT&T Master Contract # 49001
July 1, 2020 - June 30, 2021

AT&T Master Contract # 49001
July 1, 2020 - June 30, 2021

ATTACHMENT A - Revised
March 2020

School/Building Name (optional)	Speed/Capacity	MRC	Annual Cost (incl. 12 months MRC + NRC)	POTs router
LaVergne High School	1 G	877.33	10527.96	38.34
LaVergne Middle School	1 G	877.33	10527.96	38.34
Central Office	1 GB/Ingress	877.33	10527.96	0
Central Office	10 G/Egress	22250	267000	0
Central Office	10 G/Ingress	1612.62	19351.44	0
Daniel McKee Alternative School	100 M	599.73	7196.76	39.34
Homer Pittard Campus School	100 M	599.73	7196.76	39.34
Smyrna West Alternative School	100 M	599.73	7196.76	39.34
Barfield Elementary School	250 M	685.33	8223.96	39.34
Blackman Elementary School	250 M	685.33	8223.96	38.34
Brown's Chapel Elementary School	250 M	685.33	8223.96	39.34
Buchanan Elementary School	250 M	685.33	8223.96	39.34
Cedar Grove Elementary School	250 M	685.33	8223.96	38.34
David Youree Elementary School	250 M	685.33	8223.96	38.34
Holloway High School	250 M	685.33	8223.96	38.34
John Coleman School	250 M	685.33	8223.96	39.34
Kittrell Elementary School	250 M	685.33	8223.96	39.34
Lascassas Elementary School	250 M	685.33	8223.96	39.34
LaVergne Lake Elementary School	250 M	685.33	8223.96	38.34
LaVergne Primary School	250 M	685.33	8223.96	38.34
McFadden Elementary School	250 M	685.33	8223.96	38.34

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Rock Springs Elementary School	250 M	685.33	8223.96	38.34
Rockvale Elementary School	250 M	685.33	8223.96	39.34
Roy Waldron School	250 M	685.33	8223.96	39.34
Smyrna Elementary School	250 M	685.33	8223.96	38.34
Smyrna Primary School	250 M	685.33	8223.96	38.34
Stewarts Creek Elementary School	250 M	685.33	8223.96	39.34
Stewartsboro Elementary School	250 M	685.33	8223.96	39.34
Walter Hill Elementary School	250 M	685.33	8223.96	39.34
Wilson Elementary School	250 M	685.33	8223.96	39.34
Blackman High School	500 M	732.64	8791.68	38.34
Blackman Middle School	500 M	732.64	8791.68	38.34
Central Magnet School	500 M	732.64	8791.68	38.34
Christiana Middle School	500 M	732.64	8791.68	39.34
Eagleville School	500 M	732.64	8791.68	38.34
Oakland High School	500 M	732.64	8791.68	38.34
Oakland Middle School	500 M	732.64	8791.68	39.34
Riverdale High School	500 M	732.64	8791.68	38.34
Rock Springs Middle School	500 M	732.64	8791.68	38.34
Rockvale Middle School	500 M	732.64	8791.68	39.34
Rocky Fork Middle School	500 M	732.64	8791.68	38.34
Siegel High School	500 M	732.64	8791.68	39.34
Siegel Middle School	500 M	732.64	8791.68	39.34
Smyrna High School	500 M	732.64	8791.68	38.34
Smyrna Middle School	500 M	732.64	8791.68	38.34
Stewarts Creek High School	500 M	732.64	8791.68	39.34
Stewarts Creek Middle School	500 M	732.64	8791.68	39.34
Thurman Francis School	500 M	732.64	8791.68	38.34
Whitworth Buchanan Middle School	500 M	732.64	8791.68	39.34
Rocky Fork Elementary - NEW	500 M	732.64	8791.68	38.34
Rockvale High School - NEW	500 M	732.64	8791.68	38.34
Total		58756.5	705078	1863.32

Total Monthly - WAN/Internet Charges	58756.50
Less Erate Ineligible (.0907 of Egress)	2018.08
	56738.43
Rutherford County Erate Discount (60%)	22695.37

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Plus E-rate In Eligible Charges	2018.08					
Amount Rutherford County Responsible for	24713.45					
	Qty	Monthly	Monthly E-Rate Eligible	Annual	Ineligible Annual	Annualized E-Rate Eligible
Business Lines - AT&T Territory Eligible rate 60%	48.00	1863.32	599.55	22359.84	8943.94	13415.90
Total		1863.32	599.55	22359.84	8943.94	13415.90

ATTACHMENT TO Tennessee Educational Broadband Consortium Contract #49001 ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **AT&T** [Insert name of AT&T affiliate] (AT&T) and Rutherford County Schools (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

- 1. Eligibility of Products and Services.** The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
- 2. Service Substitutions.** USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
- 3. Requested Information.** If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
- 4. Indemnities.** Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.

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5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

6. Customer Must Choose A or B

A.) ☒ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: *Customer desires that Services commence on or about July 1 unless a different date is inserted here*. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after

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AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no right to, interest in, or exclusive use of that Equipment.
- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage

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STATE MASTER CONTRACT PARTICIPATION AGREEMENT



Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal –48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.
- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of

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the Facilities.

- In addition to any early termination charges identified in the Agreement or Pricing Schedule, Customer is also liable for 100% of the cost of \$9200 for each site at which AT&T installs Facilities. All early termination charges, plus recovery of entrance facility costs, will not exceed the total amount Customer would have been required to pay for the Service if it had not terminated early.

Terms Applicable to CALNET customers with the following services:

- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

10. USAC Invoicing Method

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. Reimbursement of USAC

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

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STATE MASTER CONTRACT PARTICIPATION AGREEMENT



12. Contract Requirements.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED N/A.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: Bill C. Spurlock	By:
Name:	Name:
Title: Director of Schools	Title:
Date:	Date:

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**Tennessee Educational Broadband Consortium
Multiple Schedule/State Master Contract
Order Form**

This agreement ("Agreement") is entered into between **Rutherford County Schools** ("Customer") and **Central Knox dba Central Technologies Inc.** ("Service Provider"), for **E-Rate Category 2 purchases**. For good and valuable consideration, including the mutual promises contained herein, Customer orders from the Service Provider the services identified below and/or in Attachment A to this Agreement ("Service"). Customer and Service Provider agree that the Service shall be provided pursuant to the rates, charges, terms and conditions set forth in **TEBC Contract # 49083** ("Master Contract").

Service Ordered by Customer:

IDENTIFY REQUESTED SERVICE(S) HEREIN AND/OR IN ATTACHMENT A

The selected Service period is **C2 (April 1, 2020 – September 30, 2021)**. Unless otherwise agreed upon in writing, the Service period shall commence upon Service installation.

Requested Service Commencement Date(s): July 1, 2020

If this Agreement is cancelled or terminated prior to Service Installation, cancellation charges will apply as set forth in the Master Contract (if applicable).

Customer may seek Universal Service Fund funding pursuant to the rules and regulations associated with the E-Rate program.

Customer further warrants and represents that Customer is authorized to enter into this Agreement and to order Service pursuant to the Master Contract. Customer further warrants and represents that this Agreement complies with all applicable procurement laws and/or requirements.

This Agreement is effective when executed by Customer. Submission of a quote at the request of the customer constitutes the Service Provider's intent to proceed upon acceptance of the Customer. This agreement is subject to and controlled by the provisions of the State Master Contract, including any amendments as may be made from time to time.

Customer Name: Rutherford County Schools

Accepted by: Central Technologies Inc

Print Name: Bill C. Spurlock

Print Name: Todd Troxler

By: ✓

By: Todd Troxler

Title: Director of Schools

Title: VP of Sales

Date: ✓

Date: March 2, 2020

ATTACHMENT A

Proposal Submitted By*:

Company Name:	Central Knox dba Central Technologies Inc.
Company SPIN (498 ID):	143035655
Contact Name:	Joe Alissandrello
Contact E-mail:	joe@centralinc.com
Contact Phone:	423-580-3322
TEBC Schedule/Contract #	49083

Internal Connections

Must Be Completed By School or School District (Applicant)						Must Be Completed by Vendor		Only required for vendors submitting equivalent product line quotes (different manufacturer than Column C)	
School/Building Name (optional)	Category	Manufacturer	Description (optional)	Model Number	Estimated Quantity	Price/Unit	Extended Price (quantity * unit price)	Equivalent Make	Equivalent Model
Barfield Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	6	\$3,419.00	\$20,514.00		
Barfield Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	12	\$458.00	\$5,496.00		
Barfield Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	3	\$46.00	\$138.00		
Barfield Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (2) IDF's				\$5,108.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012788-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 900 feet of fiber						
Brown's Chapel Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	10	\$3,419.00	\$34,190.00		
Brown's Chapel Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	20	\$458.00	\$9,160.00		
Brown's Chapel Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	5	\$46.00	\$230.00		
Brown's Chapel Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (4) IDF's				\$9,347.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012788-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 1500 feet of fiber						
Buchanan Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	5	\$3,419.00	\$17,095.00		
Buchanan Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	10	\$458.00	\$4,580.00		
Buchanan Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	2	\$46.00	\$92.00		
Buchanan Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (1) IDF's						
			using Corning MIC DX Armoured Fiber, 12 Count	012788-33180-D3			\$1,606.00	Fusion Splice	
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 550 feet of fiber						
Blackman Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	9	\$3,419.00	\$30,771.00		
Blackman Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	18	\$458.00	\$8,244.00		
Blackman Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	4	\$46.00	\$184.00		
Blackman Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (4) IDF's				\$1,606.00		
			using Corning MIC DX Armoured Fiber, 12 Count	012788-33180-D3			\$10,326.00	Fusion Splice	
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 1550 feet of fiber						
Christiana Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	9	\$3,419.00	\$30,771.00		
Christiana Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	18	\$458.00	\$8,244.00		
Christiana Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	4	\$46.00	\$184.00		
Christiana Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (4) IDF's				\$10,797.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012788-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 1750 feet of fiber						
Cedar Grove Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	6	\$3,419.00	\$20,514.00		
Cedar Grove Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	12	\$458.00	\$5,496.00		
Cedar Grove Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	3	\$46.00	\$138.00		
Cedar Grove Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (2) IDF's				\$4,995.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012788-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 850 feet of fiber						
John Coleman Elementary School	Wireless	HPE/Aruba	Part #: J2337A; Aruba AP-535 (US) Unified AP	AP-535-US	30	\$691.00	\$20,730.00		
John Coleman Elementary School	Wireless	HPE/Aruba	Part #: R3116A; Aruba AP Mount Bracket for AP-535	AP-MNT-B	30	\$13.00	\$390.00		
John Coleman Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	12	\$3,419.00	\$41,028.00		
John Coleman Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	24	\$458.00	\$10,992.00		
John Coleman Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	5	\$46.00	\$230.00		
Kittrell Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	4	\$3,419.00	\$13,676.00		
Kittrell Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	8	\$458.00	\$3,664.00		
Kittrell Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	2	\$46.00	\$92.00		
Kittrell Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (1) IDF's				\$2,348.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012788-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 500 feet of fiber						
Lascassas Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	6	\$3,419.00	\$20,514.00		
Lascassas Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	12	\$458.00	\$5,496.00		
Lascassas Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	3	\$46.00	\$138.00		
Lascassas Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (2) IDF's				\$4,847.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012788-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 800 feet of fiber						

LaVergne Lake Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	9	\$3,419.00	\$30,771.00		
LaVergne Lake Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	18	\$458.00	\$8,244.00		
LaVergne Lake Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	4	\$46.00	\$184.00		
LaVergne Lake Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (4) IDF's				\$10,172.00	Fusion Splice	
		Corning	using Corning MIC DX Armoured Fiber, 12 Count	012T88-33180-D3					
			using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 1500 feet of fiber						
LaVergne Primary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	6	\$3,419.00	\$20,514.00		
LaVergne Primary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	12	\$458.00	\$5,496.00		
LaVergne Primary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	3	\$46.00	\$138.00		
LaVergne Primary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (2) IDF's				\$4,287.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012T88-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 550 feet of fiber						
McFadden Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	5	\$3,419.00	\$17,095.00		
McFadden Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	10	\$458.00	\$4,580.00		
McFadden Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	2	\$46.00	\$92.00		
McFadden Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (2) IDF's				\$3,933.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012T88-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 400 feet of fiber						
Rockvale Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	6	\$3,419.00	\$20,514.00		
Rockvale Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	12	\$458.00	\$5,496.00		
Rockvale Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	3	\$46.00	\$138.00		
Rockvale Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (2) IDF's				\$4,878.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012T88-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 800 feet of fiber						
Rock Springs Elementary School	Wireless	HPE/Aruba	Part #: JZ337A; Aruba AP-535 (US) Unified AP	IAP-535-US	91	\$691.00	\$62,881.00		
Rock Springs Elementary School	Wireless	HPE/Aruba	Part #: R3J16A; Aruba AP Mount Bracket for AP-535	AP-MNT-B	91	\$13.00	\$1,183.00		
Rock Springs Elementary School	Wireless	HPE/Aruba	Aruba Central Device Management/Cloud Services	JZ017AAE	111	\$121.00	\$13,431.00		
			2 Tokens 5 yr Subscription E-rate Bundle E-STU						
Rock Springs Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	14	\$3,419.00	\$47,866.00		
Rock Springs Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	22	\$458.00	\$10,076.00		
Rock Springs Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	10	\$46.00	\$460.00		
Rock Springs Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (2) IDF's				\$5,113.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012T88-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 900 feet of fiber						
Roy Waldron School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	17	\$3,419.00	\$58,123.00		
Roy Waldron School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	34	\$458.00	\$15,572.00		
Roy Waldron School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	8	\$46.00	\$368.00		
Roy Waldron School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (6) IDF's				\$14,840.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012T88-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 1900 feet of fiber						
Stewarts Creek Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	10	\$3,419.00	\$34,190.00		
Stewarts Creek Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	20	\$458.00	\$9,160.00		
Stewarts Creek Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	5	\$46.00	\$230.00		
Stewarts Creek Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (4) IDF's				\$10,208.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012T88-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 1500 feet of fiber						
Smyrna Elementary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	8	\$3,419.00	\$27,352.00		
Smyrna Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	16	\$458.00	\$7,328.00		
Smyrna Elementary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	4	\$46.00	\$184.00		
Smyrna Elementary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (3) IDF's				\$7,324.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012T88-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 1050 feet of fiber						
Smyrna Primary School	Switches	HPE/Aruba	HPE/Aruba Networks 2930F 48G PoE+ 45FP+ 740 W Switch	JL558A	8	\$3,419.00	\$27,352.00		
Smyrna Primary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ LC SR 300m MMF Transceiver	J9150D	16	\$458.00	\$7,328.00		
Smyrna Primary School	Switches	HPE/Aruba	HPE/Aruba 10G SFP+ to SFP+ 1m DAC Cable	J9281D	5	\$46.00	\$230.00		
Smyrna Primary School	Cabling	Corning	Install/Terminate/Label All Fiber Strands from MDF to (1) IDF's				\$2,230.00	Fusion Splice	
			using Corning MIC DX Armoured Fiber, 12 Count	012T88-33180-D3					
		Corning	using UniCam OM3 LC Connectors and Corning LIU Housing						
			totaling approximately 450 feet of fiber						

