

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

**August 12, 2021
5:00 P.M.**

AGENDA

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

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

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: July 22, 2021 Board Meeting**
- B. Community Use of Facilities**
- C. Out of County Transfer Student (1)**
- D. Transportation: Bus #93 Contractor (Alvin Brandon Sr.) requesting voluntary transfer of contracts #22 and #44 from (Cathy Brandon)**
- E. Routine Bids: Bid #3546 – Serving Line at Stewartsboro Elementary
Bid #3547 – Technology and Multimedia Equipment**

Request to Purchase:

Rutherford County Board of Education request to use CSM's Professional's E-Rate Consulting Services for July 1, 2021 through June 30, 2022 for the Emergency Connectivity Fund Program for an annual amount equal to four percent (4%) of the ECF program applications during this term not to exceed \$15,000.00.

F. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Curt Bell	NTE \$1,200.00	Blackman High	School Funds-Boys Basketball	Individual Camp Coach
Isaiah Phillips	NTE \$1,200.00	Blackman High	School Funds-Boys Basketball	Individual Camp Coach
Antonio Sheffield *6	NTE \$5,000.00	Blackman High	School Funds-Variou s	Bus Driver
Barry Wortman	NTE \$5,115.00	Blackman High	School Funds-Boys Basketball	Individual Camp Coach/Director
Richard Bolden *6	NTE \$2,000.00	Eagleville	School Funds-Athletics	Bus Driver
Chad Leeman *6	NTE \$2,000.00	Eagleville	School Funds-Athletics	Bus Driver
Chris Lynch *6	NTE \$2,000.00	Eagleville	School Funds-Athletics	Bus Driver
Emily Marshall *6	NTE \$2,000.00	Eagleville	School Funds-Athletics	Bus Driver
Michael McClaran *6	NTE \$2,000.00	Eagleville	School Funds-Athletics	Bus Driver
Steve Carter *6	NTE \$2,500.00	Laver gne High	School funds-Variou s School Accounts	Bus Driver
Brenda Morris *6	NTE \$2,500.00	Laver gne High	School funds-Variou s School Accounts	Bus Driver
Jeremy Stansbury *6	NTE \$2,500.00	Laver gne High	School funds-Variou s School Accounts	Bus Driver
Mack Hawks	NTE \$4,200.00	Oakland High	Oakland Baseball Boosters	Tournament Work for Spring Fling
Frances Spintzyk	\$23.50/hour	Oakland Middle	Various Groups	Site Director for Facilities Use
Ali Arman	NTE \$ 950.00	Riverdale	School Funds-Boys & Girls Soccer	Lead Coach + Camp director for youth soccer camp
Matthew Crossley	NTE \$1,200.00	Riverdale	Riverdale Band Boosters	Band camp
Stephanie Curfman	NTE \$700.00	Riverdale	School Funds-Cross Country	Assistant Cross-Country Coach
Amanda Jones	NTE \$ 8,500.00	Riverdale	Riverdale Band Booster	Band Camp Instruction + Fall Marching Band Rehearsal Staff
Emily Swafford	NTE \$500.00	Riverdale	Riverdale Band Booster	Band Camp marching and music instruction
Ryan Ferris 6	NTE \$2,000.00	Rockvale High	School Fund-various	Bus Driver

Scott Kinney	NTE \$500.00	Rockvale High	School Funds-Band	Band Camp
Jamie Wright	NTE \$500.00	Rockvale High	School Funds-Band	Trumpet sectionals
Travis Childers	NTE \$2,451.00	Siegel High	Various Outside Groups	Lighting Engineer/Building Supervision
Tommy Entrekin *6	NTE \$5,000.00	Siegel High	School Funds-Variou	Bus Driver
Henry Fields	NTE \$2,451.00	Siegel High	Various Outside Groups	Sound Engineer/Building Supervision
Katherine Alward	NTE \$ 3,500.00	Riverdale	Riverdale Band Boosters	Band Camp Instruction + Fall Marching Band rehearsal staff
Jackson Ayers	NTE \$ 1,500.00	Riverdale	Riverdale Band Boosters	Band Camp Instruction + Fall Marching Band rehearsal staff
Benjamin Bjork	NTE \$ 600.00	Riverdale	Riverdale Band Boosters	Band camp
Benjamin Bjork	\$25.00/lesson	Riverdale	School Funds-Band	Private lessons
Shelah Brown	NTE \$600.00	Riverdale	Riverdale Band Boosters	Band camp
Shelah Brown	\$25.00/lesson	Riverdale	School Funds-Band	Woodwind lessons
Skyler Cannon	NTE \$1,200.00	Riverdale	Riverdale Band Boosters	Band camp
Skyler Cannon	\$20.00/lesson	Riverdale	School Funds-Band	Private lessons
Michael George	NTE \$ 600.00	Riverdale	Riverdale Band Boosters	Band camp
Michael George	\$20.00/lesson	Riverdale	School Funds-Band	Private lessons
Tim Hale	NTE \$18,000.00	Riverdale	Riverdale Band Boosters	Band camp-percussion, write music, asst with percussion class inst., help maintain equipment
Tim Hale	\$20.00/lesson	Riverdale	School Funds-Band	Private lessons
Nathaniel O'Neal	NTE \$1,600.00	Riverdale	Riverdale Band Boosters	Band camp instruction + Fall Marching Band rehearsal staff
John Wilson	NTE \$1,200.00	Riverdale	Riverdale Band Boosters	Band camp instruction + Fall Marching Band rehearsal staff

Karl Wingruber	NTE \$1,200.00	Riverdale	Riverdale Band Boosters	Band Camp Instruction + Jazz Band rehearsal
Karl Wingruber	\$20.00/lesson	Riverdale	School Funds-Band	Private lessons
Caleb Littleton	NTE \$1,000.00	Rockvale High	School Funds-Band	Percussions sectionals
Caleb Littleton	NTE \$200.00	Rockvale High	School Funds-Band	Percussion Staff
Rebecca Lowry	NTE \$10,000.00	Rockvale High	School Funds-Band	Brass lessons
Shauna Mason	NTE \$500.00	Rockvale High	School Funds-Band	Clarinet sectionals
Christopher Nichols	NTE \$900.00	Rockvale High	School Funds-Band	Percussion staff
Jessica Dunnivant	\$25.00/lesson	Rocky Fork Middle	School Funds-Band	Private flute lessons
Stephen Morgan	\$25.00/lesson	Rocky Fork Middle	School Funds-Band	Individual or Group lessons
Jennifer Zimmerer	\$25.00/lesson	Rocky Fork Middle	School Funds-Band	Individual or Group lessons
Sara Crigger	\$30.00/lesson	Stewarts Creek High	School Funds-Chorus	Voice tutor
Stephanie Jones	\$30.00/lesson	Stewarts Creek High	School Funds-Chorus	Voice tutor
Jessica Dunnivant	\$25.00/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual or Group lessons
Tara Johnson	\$25.00/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual or Group lessons
Stephen Morgan	\$25.00/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual or Group lessons
Jovan Quallo	\$25.00/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual or Group lessons
Jeff Shipley	NTE \$2,000.00	Stewarts Creek Middle	School Funds-Variious Athletic Accounts	Announcing at Athletic events

Garen Webb	\$25.00/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual or Group lessons
Phil Wilson	\$25.00/half hour	Stewarts Creek Middle	SCM Music Boosters	Individual or Group lessons
Jennifer Zimmerer	\$25.00/half hour	Stewarts Creek Middle	SCM Music Boosters	Individual or Group lessons
Rayshawn Frazier *2	Hourly	Blackman High	School Funds- Clubs/Athletics + Outside groups	Additional custodial work for the 2021/2022 school year
Cheryl Brimer *2	Hourly	Stewartsboro	School Funds- Clubs/Athletics + Outside groups	Additional custodial work for the 2021/2022 school year
Marjore Cameron *2	Hourly	Stewartsboro	School Funds- Clubs/Athletics + Outside groups	Additional custodial work for the 2021/2022 school year

**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.

G. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coaches are for the 2021-2022 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Jackson Ayers	Riverdale High School	Band
Ben Bjork	Riverdale High School	Band
Rachel Bjork	Riverdale High School	Band
Sarah Crigger	Stewarts Creek High School	Choir
Jessica Dunnavant	Rocky Fork Middle School	Band
Stephanie Jones	Stewarts Creek High School	Choir
Rebecca Lowry	Rockvale High School	Band
Jennifer Zimmerer	Rocky Fork Middle School	Band
Eli Wellman	Siegel High School	Girls Soccer
Gaylon Sissom	Central Magnet	MS Girls Basketball
Jordan Williamson	Eagleville	Football
Gretchen Thompson	Eagleville	Volleyball
Morgan Sheehan	Rockvale High	Cheer

Sara Carmichael	WBMS	Archery
Lori Walker	Central Magnet	Swim
Kim Hackney	SCHS	Bowling
Aaron Medley	SCHS	Football
Collier Smith	Central Magnet	HS/MS Tennis
Molly Leonard	SCHS	Dance
Kenny Smith	Eagleville	MS Football
Phillip Pinion	Eagleville	Girls Basketball
Malik Reynolds	Lavergne Middle	Football
Jennifer Fernandez	SCHS	Softball
Shantel Perry	Oakland High School	Swim

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

6. VISITORS

7. 2021-2022 DIRECTOR OF SCHOOLS PERFORMANCE EVALUATION INSTRUMENT (TAB 2)

Tammy Grissom with the Tennessee School Board Association (TSBA), presented information to The Director of Schools and School Board Members to help in establishing and developing an instrument for the Directors of Schools annual evaluation.

Recommended Approval---motion to approve the 2021-2022 Director of Schools Performance Evaluation Instrument as presented.

8. PRESENTATION OF 2020-2021 T-CAP SCORES

9. ATLAS PROGRAM MEMORANDA OF AGREEMENT (TAB 3)

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

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

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

Recommended Approval--- motion to approve the Memoranda of Agreement between STARS, Endure Athletics and The Boys & Girls Clubs and the ATLAS Program as presented.

10. GENESIS LEARNING CENTERS AMENDED CONTRACT TO DELETE BUS TRANSPORTATION (TAB 4)

A renewal of the contract with Genesis Learning Centers for the 2021-2022 school year was approved by the Board in July 2021 under the terms of the prior contract. The school system has requested Genesis no longer provide bus transportation as a part of its services. Genesis has agreed to make the change requested. The Rutherford County school system will provide bus transportation to assist with the students. Attached in the tab is a proposed Amended and Restated Contract with Genesis for the 2021-2022 school year deleting bus transportation. The term of the contract remains the same, and the Board has the right to renew the contract for two additional terms of one year each.

Recommended Approval--- motion to approve the Amended and Restated Contract with Genesis Learning Centers for the 2021-2022 school year as presented.

11. IXL LEARNING – TITLE 1 (TAB 5)

IXL LEARNING LaVergne Middle's students the IXL program to use as guided practice to help support and reinforce standards and skills taught in the classroom. The IXL program will also assist teachers in collecting data and help them plan for students in need of remediation and enrichment. Data will provide for student-centered PLC conversation and teacher reflection. The IXL program will be available for all students and used in all core classrooms to help move students toward proficiency on assessments.

Details:

Annual subscription (2021-2022 school year) IXL site license with unlimited instructor accounts in the subject areas of Math, ELA, Science and Social Studies.

Total cost: = \$26,250.00 (Quote #2062981-0121)

Recommended Approval--- motion to approve Title I Funds to pay for Annual Subscription IXL site licenses with unlimited instructor accounts. LaVergne Middle's Title I School Funds will pay 100% of the cost as presented.

12. APPROVAL OF THE CARL D. PERKINS RESERVE GRANT

The Carl D. Perkins Reserve Grant is for a competitive grant process and we were awarded \$30,000.00 for the Secondary Education work for CTE Equipment and \$20,000.00 for student industry certifications for the funding period of July 1, 2021 – June 30, 2022 for a total of \$50,000.00.

Recommended Approval---motion to approve the Carl D. Perkins Reserve Grant for \$50,000.00 to provide funding for Secondary Education work for CTE Equipment and student industry certifications for the funding period of July 1, 2021- June 30, 2022 as presented.

13. GRANT FOR VOLUNTARY PRE-K PROGRAM

The Voluntary PreK Program Grant is used to partially fund our 15 (fifteen) Voluntary PreK programs that are housed in 4 (four) of our elementary schools. 12 (twelve) classrooms are located in the John Coleman Annex in Smyrna, our highest area of need.

All classrooms are at capacity (20 students per class) with more than 90% of the students and families served qualifying based on household incomes at or below poverty level. The program is designed to reach Rutherford County's at-risk early learners. The monies afforded to us by this grant ensure that all students have supplies and high-quality materials available to them at all times in our VPK classrooms.

Recommended Approval---motion to approve the acceptance of the Voluntary PreK Grant totaling \$1,330,481.77 as presented.

14. PUBLIC SAFETY COMMITTEE REQUEST (TAB 6)

The Rutherford County Commission's Public Safety Committee is requesting to build three (3) 11,000 square foot, County Public Health and Safety Buildings on three pieces of property located on the campuses of Rockvale Elementary, Christiana Elementary and Walter Hill Elementary. These buildings would contain two fire and two ambulance bays with equipment. Each station will contain communication equipment with the new truncated radio system. There would also be a tornado shelter run capable of withstanding an F-4 tornado. These facilities will be more than a fire station, they will be a health hub for the community.

Recommended Approval---motion to approve the building of the Public Health and Safety Buildings at Rockvale Elementary, Christiana Elementary, and Walter Hill Elementary Schools as presented.

15. TITLE II /IDEA CONTRACT (TAB 7)

Multi-Sensory Education Contract Agreement

The Institute for Multi-Sensory Education will provide a five-day workshop "Comprehensive Orton-Gillingham Training" (focus K-2.)

This training will provide participants with an in-depth understanding of IMSE's Orton-Gillingham methodology over the course of 30 hours. Participants will be given the tools to incorporate multi-sensory strategies into an existing literacy curriculum, and will enable them to better assess, evaluate, and teach children how to read, write and spell proficiently.

Contract Details/Approximate Cost:
September 21-23 and October 26-27, 2021

Not to exceed: \$42,830.00 (up to 34 participants)

Breakdown of cost:

Title II Funds \$30,330.00

IDEA Funds \$12,500.00

Recommended Approval---motion to approve Title II Funds to pay for five days for teachers as presented.

16. LEGAL (TAB 8)

1. Policy Adoption – Second Readings

The below policies are recommended on the second and final reading.

a. Policy 4.406: Use of the Internet

Updated some language and changed opt-in to opt-out technology use.

b. Policy 4.700: Testing Programs

Small addition to ensure compliance with Public Chapter 271 requiring CTE opportunities to be shared with students after they complete aptitude assessments.

c. Policy 5.200: Separation Practices for Tenured Teachers

Changes the authority from the Commissioner to the State Board as it relates to who may suspend a teacher's license for breach of contract.

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

Included modification to non-renewal notice delivery law and changes the authority from the commissioner to the State Board as it relates to who may suspend a teacher's license for breach of contract.

e. Policy 6.300: Code of Conduct

Incorporates aspects of the Teacher Discipline Act, Public Chapter 77.

- f. Policy 6.306: Interference/Disruption of School Activities**
Nearly full rewrite. Incorporates aspects of the Teacher Discipline Act, Public Chapter 77.
- g. Policy 6.4081: Safe Relocation of Students**
Incorporates aspects of the Teacher Discipline Act, Public Chapter 77.
- h. Policy 1.2021: Boardmanship Code of Conduct**
Establish a general code of conduct for the Board members, recommended by the TSBA.
- i. Policy 1.900: Charter School Authorizing Principles**
Fundamental policy to establish new section of policies in the event the district gains a charter school.
- j. Policy 1.902: Charter School Agreements**
Fundamental policy regarding charter school agreements for a new section of policies in the event the district gains a charter school.
- k. Policy 1.903: Charter School Oversight**
Fundamental policy regarding charter school oversight for a new section of policies in the event the district gains a charter school.
- l. Policy 1.904: Charter School Intervention**
Fundamental policy regarding charter school intervention and remedies for a new section of policies in the event the district gains a charter school.
- m. Policy 1.905: Charter School Renewal**
Fundamental policy regarding charter school approval/agreement renewals for a new section of policies in the event the district gains a charter school.
- n. Policy 1.906: Charter School Revocation**
Fundamental policy regarding charter school revocation for a new section of policies in the event the district gains a charter school.
- o. Policy 6.202: Home Schools**
Replaces previous Home School policy

Recommended Approval---motion to approve the above policies on the second and final reading as presented.

2. EMERGENCY POLICY ADOPTION

Pursuant to Board Policy 1.600, these policies are proposed as emergency policies to be adopted on the first and final reading.

a. Policy 4.212: Virtual Education Program

Required by State Board Rule. Establishes the expectations on asynchronous opportunities for students positive with COVID-19 or quarantined due to exposure.

b. Policy 5.3051: Emergency Quarantine Policy

Grants all employees five days of leave to be used one time if the employee is contact traced because of being exposed to COVID-19 at work.

Recommended Approval---motion to approve the policies on the first and final reading as emergency policies.

17. FINANCIAL MATTERS (TAB 9)

2021/22 Capital Projects Budget Amendment #1- Fund 177

Installation of a turn/pick-up lane at Wilson Elementary School

Due to increased enrollment, Wilson Elementary is currently in need of a dedicated turn lane/pick up lane to accommodate the approximately 75% of the school's students that ride in private vehicles to school each day. The installation of this turn lane, on the edge of the school property, will enhance safety for our students as it will provide a safe turn-in lane for vehicles that are currently backing up onto Cut-off Road. The cost for this needed school traffic improvement is estimated at \$68,000.00.

Recommended Approval---motion to allocate \$68,000.00 from committed fund balance in Fund 177 to address this needed school traffic improvement at Wilson Elementary School as presented.

2021/22 Capital Projects Budget Amendment #2- Fund 177

Each July 1st, outstanding purchase orders in Fund 177 are liquidated. The funds are placed into fund balance (account 34685, Committed for Capital Projects). These purchase orders are for projects that had been finished by June 30th. The amendment takes those funds out of 34685, Committed for Projects and re-budgets the expenditures for the carry over projects that were approved last year, but haven't been completed. This year we have \$2,564,032.00 in funds to re-budget for these carry-over projects.

Recommended Approval---motion to amend the 2021/22 Capital Projects Budget, Fund 177, by reducing account 34685, Committed for Capital Projects by \$2,564,032.00 and increasing the expenditure line item budgets of Engineering Services, account 91300-321 by \$12,859.00; and Maintenance and Repair Services – Buildings, account 91300-335 by \$2,451,705.00; and Other Equipment 91300-790 by \$99,469.00 for a combined total of the same \$2,564,032.00 as presented.

Fund 143-Centralized Cafeteria Fund Budget Amendment

Currently the School Nutrition Department is experiencing hiring issues similar to other food service employers in the Rutherford County area. To attract and retain adequate staffing for the school cafeterias, the Nutrition Department Director requests the approval of a one-time hiring and retention initiative that would provide all RCS full and part-time school nutrition employees a one-time recruitment and retention bonus of \$500.00. The payment of the bonus is contingent on all of the following stipulations being met by the school nutrition employee:

- 1) The employee must be a current full or part-time RCS nutrition employee or be hired as such, no later than September 1st of the current year.**
- 2) The employee cannot have a break in employment with RCS School Nutrition between September 1, 2021 and December 18, 2021.**
- 3) The employee remains on active employee status during this time period (available for and reporting for duty as assigned by the RCS Nutrition Department unless having an excused absence).**

RCS School Nutrition Employees satisfying all three of these requirements will receive a \$500.00 recruitment and retention bonus in late December, 2021 less applicable payroll deductions. Funding for this one-time hiring and retention initiative, with an estimated cost of \$267,293.00 is to be fully funded with a Federal USDA School Programs Emergency Costs Reimbursement Programs Grant award.

Recommended Approval---motion to approve the creation and funding of a one-time recruitment and retention school nutrition department bonus as presented to help with providing adequate staffing for the RCS school nutrition program with funding provided from Federal USDA funds as presented.

18. FACILITIES (TAB 10)

Request from Buchanan Elementary School to replace the existing Marquee sign:

Principal Ashley Whitt has requested permission to replace the existing Marquee Sign at Buchanan Elementary School with a new LED sign. Funding for this request is \$20,039.11 from Wilson Bank and Trust and \$4,956.53 from the Buchanan Elementary PTO funds. Total cost is \$24,995.64.

This request is in keeping with recent request from other schools. Engineering and Construction has reviewed this request and recommends approval.

Recommended Approval---motion to approve the request to replace the Buchanan Elementary School sign through an agreement with Wilson Bank to fund \$20,039.11 and the remaining \$4,956.53 from the Buchanan Elementary School PTO as presented.

Sam Davis Home Dam MOA:

The United States Army Corp of Engineers has overruled the State and is authorizing the removal of the Dam. The Corp has a plan of action to remove as many low head Dams as possible to return streams to their natural flow and help with flooding for some time. They have issued a MOA for review by RCS staff and Jeff Reed. We have reviewed the MOA, after minor revisions, and recommend it for approval and signature.

Recommended Approval---motion to approve the MOA submitted by the United States Army Corp of Engineers as presented.

19. INSURANCE UPDATE

20. DIRECTORS UPDATE

21. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

22. FEDERAL RELATIONS NETWORK (FRN) UPDATE

23. GENERAL DISCUSSION

24. ADJOURNMENT

RUTHERFORD COUNTY SCHOOL SYSTEM

Board of Education Meeting

**2240 Southpark Drive
Murfreesboro, TN 37128**

Minutes of July 22, 2021

Board Members Present

**Coy Young, Board Chairman
Tiffany Johnson, Vice-Chairman
Jim Estes
Claire Maxwell
Lisa Moore
Tammy Sharp
Bill C. Spurlock, Director of Schools**

Board Members Absent

Shelia Bratton

1. CALL TO ORDER

The Board Chairman called the meeting to order at 5:00 P.M.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Jim Estes

3. MOMENT OF SILENCE

The Board Chairman called for a moment of silence.

4. APPROVAL OF AGENDA

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

Vote: All Yes

Shelia Bratton was absent for vote.

5. APPROVAL OF CONSENT AGENDA

**A. Minutes: June 10, 2021 Board Meeting
June 24, 2021 Special Called Zone Exemption Appeals Meeting
June 24, 2021 Special Called Board Meeting
July 13, 2021 Policy Committee Meeting**

B. Community Use of Facilities

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

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

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

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

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

E. Contractual Agreement with NHC Rehabilitation

F. Contractual Agreement with Feltz Therapy Services, LLC.

G. Contractual Agreement with Genesis Learning

H. Routine Bids: Bid #3538 - Non-Food Paper Products for School Nutrition

Bid #3539 - Sodding, Sprigging, and Seeding

Bid #3540 - L.P. Gas

Bid #3541- Custodial Equipment/Supplies

Bid #3542 - PE Uniforms

Bid #3543 - Laminating Film

Bid #3544 - Athletic Training Supplies

Request to Purchase:

Eagleville School would like to purchase a John Deere Z915E ZTrak 60" Deck Mower from Sourcewell Grounds Maintenance 031121-DAC Contract from Deere & Company at a cost of \$7,599.13. To be funded through Eagleville School.

I. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Katelyn Archibald	NTE \$1,500.00	Blackman Middle	School Funds-Cheerleading	Assistant Football Cheer Coach
Brydon Groves-Scott	NTE \$1,800.00	Blackman Middle	School Funds-Track	Assistant Track Coach
Brydon Groves-Scott	NTE \$1,800.00	Blackman Middle	School Funds-Cross Country	Assistant Cross-Country Coach
John Pierce	NTE \$5,000.00	Blackman Middle	School Funds-Football, Baseball, softball, Soccer, & Gen Athletics	Mowing, weed eating, fertilizing, trash pickup and other field maintenance
Jennifer Polston	NTE \$1,800.00	Blackman Middle	School Funds-Cheerleading	Assistant Basketball Cheer Coach
Sedonia Thompson	NTE \$1,200.00	Blackman Middle	School Funds-Girls Basketball	Assistant Girls Basketball Coach
Kevin Wright	NTE \$525.00	Oakland High	School Funds-Baseball	Announcer for State Tournament
Kevin Wright *6	NTE \$1,045.00	Oakland High	School Funds-Girls & Boys Basketball	Summer Bus driving
Trent Carrier	NTE \$2,500.00	Riverdale	School Funds-Baseball	Assistant Baseball Coach
Trent Carrier	NTE \$400.00	Riverdale	School Funds-Baseball	Baseball Camp
Shiloh Edging	NTE \$1,500.00	Riverdale	School Funds-Baseball	Assistant Baseball Coach
Kendrik Cron	NTE \$2,500.00	Riverdale	School Funds-Baseball	Assistant Baseball Coach
Kendrick Cron	NTE \$400.00	Riverdale	School Funds-Baseball	Baseball Camp
Elizabeth Proctor	NTE \$2,500.00	Riverdale	Riverdale Softball Boosters	Summer Camp
Elizabeth Proctor	NTE \$500.00	Riverdale	Riverdale Softball Boosters	Assistant Softball Coach
Brianna Harrell	NTE \$5,000.00	Rock Springs Middle	Victory Church	Facility Supervisor

Greg Baughn *6	NTE \$2,000.00	Rockvale High	Various School Accounts	Bus Driver
David Givens *6	NTE \$2,000.00	Rockvale High	Various School Accounts	Bus Driver
Kevin Jones *6	NTE \$2,000.00	Rockvale High	Various School Accounts	Bus Driver
James Nelson *6	NTE \$2,000.00	Rockvale High	Various School Accounts	Bus Driver
Jeff Pick *6	NTE \$2,000.00	Rockvale High	Various School Accounts	Bus Driver
Michele Burke	NTE \$1,000.00	Siegel High	School Funds- Girls Basketball	Assistant Girls Basketball Coach
Dallas Hill	NTE \$2,500.00	Siegel High	School Funds- Admin	Morning & Afternoon School Bus Duty
Michael Bartlett	NTE \$600.00	Stewarts Creek	School funds- Baseball	Baseball Camp
Thomas Chestnut	NTE \$6,000.00	Stewarts Creek	School Funds + Music Boosters	Sectional Coaching
Michael Chester	NTE \$6,000.00	Stewarts Creek	School Funds + Music Boosters	Band Camp - Summer (Marching) + Winter (Concert)
Alexis Yatuzis-Derryberry	NTE \$6,000.00	Stewarts Creek	School Funds + Music Boosters	Band Camp - Summer (Marching) + Winter (Concert)
Brain Howard	NTE \$600.00	Stewarts Creek	School Funds- Baseball	Baseball Camp
Brittany Jerrell	NTE \$6,000.00	Stewarts Creek	School Funds + Music Boosters	Band Camp - Summer (Marching) + Winter (Concert)
Andrew Lynn	NTE \$6,000.00	Stewarts Creek	School Funds + Music Boosters	Band Camp - Summer (Marching) + Winter (Concert)
Andrew Smeltzer	NTE \$600.00	Stewarts Creek	School Funds- Baseball	Baseball Camp
Alexis Yatuzis-Derryberry	NTE \$2,000.00	Stewarts Creek Middle	Stewarts Creek Middle Music Boosters	Percussion Instruction
Tania Canchola-Zarate	NTE \$500.00	Eagleville High	School Funds- Band	Sectionals and Fundamental
Rosa Palacios	NTE \$1,491.00	Eagleville High	School Funds- Band	Color Guard Instructor
Jacob Breed	NTE \$7,500.00	Oakland High	Oakland High Band Boosters	Color Guard Instructor

Daniel Percell	NTE \$7,500.00	Oakland High	Oakland High Band Boosters	Color Guard Instructor
Nick Peterson	NTE \$2,000.00	Riverdale	School Funds-Baseball	Assistant Baseball Coach
Tommy Bogle	NTE \$500.00	Rock Springs Middle	School Funds-Football	Football Scorekeeper
Preston Bailey	NTE \$10,000.00	Rockvale High	School Funds-Band	Instrumental Coaching + Tutoring
Kyle Etges	NTE \$10,000.00	Rockvale High	School Funds-Band	Saxophone lessons + band camp sectionals
Matthew Johnson	NTE \$10,000.00	Rockvale High	School Funds-Band	Trombone lessons+ band camp sectionals
Chris Mondak	NTE \$10,000.00	Rockvale High	School Funds-Band	Jazz Band sectionals + Bass lessons
Rebecca Murphy	NTE \$10,000.00	Rockvale High	School Funds-Band	Music lessons/instruction
Jovan Quallo	NTE \$50.00/Hour	Rockvale High	School Funds-Band	Individualized saxophone instruction in various genres
Austin Barry	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Band Staff
Casey Brefka	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Rehearse jazz band/perform concerts
Evan Clifton	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Private lessons
Michael George	NTE \$20/lesson	Siegel High	Siegel High Band Boosters	Individual + Group lessons
Nikolaj Hmeljak	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Define marching techniques and improving student's ability to march
Phillip Kigaita	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Teach marching technique + music
Greg Lawson	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Teaching private lessons + sectionals
Tonya Lawson	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Private lessons
Kyle Ramsey	NTE \$13,200.00	Siegel High	Siegel High Band Boosters	Instructing marching band students/managing percussion operations
Claudia Wigger	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Color Guard tech
John Baudendistel	NTE \$1,000.00	Smyrna High	School funds-Band	Percussion/writing
David Hobbs	NTE \$500.00	Smyrna High	School funds-Band	Instructor

Preston Bailey	NTE \$2,000.00	Stewarts Creek High	School Funds-Band + Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Elizabeth Bullen	NTE \$2,000.00	Stewarts Creek High	School Funds-Band + Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Rex Davis	NTE \$2,000.00	Stewarts Creek High	School Funds-Band + Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Keith Dudek	NTE \$2,000.00	Stewarts Creek High	School Funds-Band + Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Jessica Dunnivant	NTE \$2,000.00	Stewarts Creek High	School Funds-Band + Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Matthew Jefferson	NTE \$2,000.00	Stewarts Creek High	School Funds-Band + Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Tara Johnson	NTE \$2,000.00	Stewarts Creek High	School Funds-Band + Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Allison Meek	NTE \$2,000.00	Stewarts Creek High	School Funds-Band + Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Jovan Quallo	NTE \$2,000.00	Stewarts Creek High	School Funds-Band + Stewarts Creek High Music Boosters	Individual saxophone instruction in various genres
Garen Webb	NTE \$2,000.00	Stewarts Creek High	School Funds-Band + Stewarts Creek	Instrumental Coaching + Tutoring

			High Music Boosters	
Jennifer Zimmerer	NTE \$2,000.00	Stewarts Creek High	School Funds-Band + Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Elonda Bethea *2	Hourly	Blackman Middle	School Funds – Clubs/Athletics + Outside Groups	Additional custodial work for the 2021-2022 school year
Andrea Carson *2	Hourly	Blackman Middle	School Funds – Clubs/Athletics + Outside Groups	Additional custodial work for the 2021-2022 school year

**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.

J. 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 2021-2022 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Preston Bailey	Rockvale High School	Band
Christine Barham	Smyrna High School	Band
John Baudendistel	Smyrna High School	Band
Jacob Breed	Oakland High School	Band
Casey Breka	Siegel High School	Band
Tania Canchola-Zarate	Eagleville High School	Band
Skyler Cannon	Riverdale High School	Band
Evan Clifton	Siegel High School	Band
Issac Dortch	Smyrna High School	Band
Keith Dudek	Stewarts Creek High School	Band
Kyle Etges	Rockvale High School	Band
Micheal George	Siegel High School	Band
Nokolaj Hmeljak	Siegel High School	Band
David Hobbs	Smyrna High School	Band
Johnah Jaisen	Eagleville School	Band
Matthew Jefferson	Rockvale High School	Band
Gregory Lawson	Siegel High School	Band
Tonya Lawson	Siegel High School	Band

Christopher Mondak	Rockvale High School	Band
Rebecca Murphy	Rockvale High School	Band
Alex Noriega	Smyrna High School	Band
Daniel Percell	Oakland High School	Band
Jovan Quallo	Rockvale High School	Band
Kyle Ramsey	Siegel High School	Band
Claudia Wigger	Siegel High School	Band
Austin Barry	Siegel High School	Band
Zachary Toliver	Smyrna High Football	Football
Jason Tigg	Smyrna High Football	Football
Cedric Thompson	Christiana	Football
Russell Ehrenfeld	Stewarts Creek High	Football
Chris Truelove	Whitworth/Buchanan	Football
Dylan Woosley	Stewarts Creek High	Football
Carissa Ott	Rockvale Middle	Softball
Kim Smith	Rockvale Middle	Cheer
Sean Buchanan	Blackman High	Football
Demetris Sanders	Blackman High	Football
Kamron Cross	Whitworth/Buchanan	Volleyball
Gerald Griffin	Rockvale Middle	Football
Kevin McNulty	Rockvale Middle	Tennis
Ruben Fletcher	Rockvale Middle	Football
Megan Brewer	Rockvale High	Cheer
Timmie Clardy	Rockvale High	Football
Jamonn Brady	Smyrna Middle	Soccer Boys & Girls
Taylor Maylor	Smyrna Middle	Cheer
Brent Walker	Stewarts Creek High	Football
Jay McLemore	Eagleville	Wrestling
Chris Ellis	Eagleville	Boys Basketball/softball
Boyd Evans	Oakland Middle	Baseball
Steve Music	Stewarts Creek High	Tennis
Chad Degnan	Central Magnet	Girls Soccer
Erin Anderson	Thurman Francis	Volleyball
Gabriel Reynolds	Stewarts Creek High	Girls Basketball
Mike Allen	Smyrna Middle	Football
Reynaldo Hill	Oakland Middle	Football
Forrest Freeman	Oakland Middle	Baseball
Travarus Holloway	Oakland Middle	Football
William Holliday	Rockvale High	Football
Rakel Hankins	Rockvale High	Volleyball
Kevin Phillips	Rockvale High	Football
Jaffarious Wade	Rockvale High	Girls Basketball

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

Vote: All Yes

Shelia Bratton was absent for vote.

6. VISITORS

Pam Corbella addressed the Board with concerns on board meeting times as well as several other issues.

7. RECOGNITION

The Director of Schools introduced Mr. Chris Harris as the new Athletics Director for Rutherford County Schools.

8. NAMING OF RIVERDALE HIGH SCHOOL FIELDHOUSE

Riverdale High School would like to honor former principal and Rutherford County Schools Director, Hulon Watson by naming their newest facility the “Hulon Watson Football Fieldhouse”. Mr. Watson was inducted into the first Riverdale High School Football Hall of Fame for being credited with the development of Riverdale Football into an annual championship contenders.

Motion made by Mrs. Maxwell, seconded by Mrs. Moore, to approve the naming of Riverdale High Schools Football Fieldhouse after former principal and Rutherford County Schools Director Hulon Watson, as the “Hulon Watson Football Fieldhouse” as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

9. LEGAL

1. YMCA Contract Renewal

The YMCA is requesting the renewal of the agreement with RCS to continue before and after school FUN Company programs. The YMCA has extended its standing discounts for employees. The YMCA will pay \$2.00 per week per child based on the average number of children in attendance each week. This agreement would run until July 1,2025.

Motion made by Mrs. Maxwell, seconded by Mrs. Johnson to approve the YMCA Fun Company Contract renewals as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

2. Policy Adoption – First and Final Reading

The below policy changes are recommended on the first and final reading due to state law requiring these to be effective by the beginning of the 21-22 school year:

a. Policy 1.8011: Emergency Closings*

Removed language regarding designating certain employees “essential.” made illegal by Pubic Chapter 384.

b. Policy 3.205: Security*

Added new cybersecurity requirements from Public Chapter 335. Cleaned up language.

c. Policy 4.301: Interscholastic Athletics*

Updated to include requirements of Public Chapters 40 and 272, which limits sports to biological sex, requires code of conduct for coaches, and training related to severe weather and other safety protocols.

d. Policy 4.605: Graduation Requirements*

Reduces the number of credits needed to graduate early under the Move On When Ready Act from 18 to 17 credits, per Public Chapter 493.

e. Policy 5.106: Application and Employment*

Included language regarding temporary teaching permits now allowed by law, and general clean-up.

f. Policy 5.117: Teacher Tenure*

Full rewrite to clarify the process and address frequently asked question, including how to determine eligibility in light of hold harmless and non-scored years.

g. Policy 5.802: Qualifications and Duties of the Director of Schools

Included reporting duties now required for temporary teaching permits, and general clean-up.

h. Policy 6.200: Attendance*

Changes to match Public Chapter 223.

i. Policy 6.402: Physical Examinations and Immunizations*

Added exception related to COVID-19 pursuant to Public Chapter 513.

j. Policy 3.220: Access to Private Facilities*

Creates general structure and authority to establish procedures to comply with Public Chapter 452.

k. Policy 4.101: Instructional Standards*

Lays out recent legislative limitations on instructional standards.

l. Policy 4.213: Family life Education*

Required to be adopted by Public Chapter 290. Previously only required for counties with a high teen pregnancy rate. Now, required for all districts.

Coordinated School Health confirmed this policy is in line with current practices.

Staff Attorney, Sara Page discussed some information that was presented by a member of the public regarding Policy 4.213: Family Life Education. She stated the Board could choose to adopt the policy as it is or table it for more information.

Mrs. Moore made a motion to table Policy 4.213: Family Life Education until more information and understanding is presented from legislature. Mrs. Maxwell seconded that motion.

Vote: All Yes

Shelia Bratton was absent for vote.

Recommended Approval of Two Motions:

1. Recommended Approval---motion to suspend Board Policy 1.600 to specifically suspend the two-reading requirements for the above policies as presented.

Motion made by Mrs. Maxwell, seconded by Mr. Estes to suspend Policy 1.600 to specifically suspend the two-reading requirements for the above policies as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

2. Recommended Approval---motion to adopt on the first and final reading the above policies as presented.

Motion made by Mrs. Maxwell, seconded by Mr. Estes to adopt on the first and final reading the above policies with the exception of Policy 1.4213: Family Life Education as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

3. Policy Adoption – First Reading of Two Readings

The below policies are recommended on the first reading. These policies will be brought to the next regular scheduled board meeting for a second and final reading.

a. Policy 4.406: Use of the Internet

Updated some language and changed opt-in to opt-out for technology use.

b. Policy 4.700: Testing Programs

Small addition to ensure compliance with Public Chapter 271 requiring CTE opportunities to be shared with students after they complete aptitude assessments.

c. Policy 5.200: Separation Practices for Tenured Teachers

Changes the authority from the Commissioner to the State Board as it relates to who may suspend a teacher's license for breach of contract.

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

Included modification to non-renewal notice delivery law and changes the authority from the commissioner to the State Board as it relates to who may suspend a teacher's license for breach of contract.

e. Policy 6.300: Code of Conduct

Incorporates aspects of the Teacher Discipline Act, Public Chapter 77.

f. Policy 6.306: Interference/Disruption of School Activities

Nearly full rewrite. Incorporates aspects of the Teacher Discipline Act, Public Chapter 77.

g. Policy 6.4081: Safe Relocation of Students

Incorporates aspects of the Teacher Discipline Act, Public Chapter 77.

h. Policy 1.2021: Boardmanship Code of Conduct

Establish a general code of conduct for Board members, recommended by the TSBA.

i. Policy 1.900: Charter School Authorizing Principles

Fundamental policy to establish new section of policies in the event the district gains a charter school.

j. Policy 1.902: Charter School Agreements

Fundamental policy regarding charter school agreements for a new section of policies in the event the district gains a charter school.

k. Policy 1.903 Charter School Oversight

Fundamental policy regarding charter school oversight for a new section of policies in the event the district gains a charter school.

l. Policy 1.904: Charter School Intervention

Fundamental policy regarding charter school intervention and remedies for a new section of policies in the event the district gains a charter school.

m. Policy 1.905: Charter School Renewal

Fundamental policy regarding charter school approval/agreement renewals for a new section of policies in the event the district gains a charter school.

n. Policy 1.906: Charter School Revocation

Fundamental policy regarding charter school revocation for a new section of policies in the event the district gains a charter school.

o. Policy 6.202: Home Schools

Replaces previous Home School policy

Motion made by Mrs. Johnson, seconded by Mrs. Maxwell, to approve the above policies on the first reading as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

10. 2020-2021-SUMMER TENURE RECOMMENDATION

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

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

NAME	POSITION	SCHOOL NAME
Aerial Sharde Mosley	ESL Teacher	David Youree Elementary
Audra Anne Broach	Special Ed. Teacher	David Youree Elementary
Nicholas Traub	8 th Grade Math Teacher	Oakland Middle School
Richard Shawn DiGianfelice	Special Ed. Teacher	Rock Springs Middle

Johnathan C. Dill	Mathematics Teacher	Rockvale High School
Brittany Marie Ponivas	Mathematics Teacher	Siegel High School
Sarah Elizabeth Jennings	3 rd Grade Teacher	Stewartsboro Elementary

Motion made by Mr. Estes, seconded by Ms. Sharp, to approve the recommendation of the Director of Schools to award tenure to the teachers who meet criteria for 2020-2021 as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

11. COURSES OFFERED FOR CREDIT IN GRADES 9-12 FOR THE 2021-2022

The Instruction Department is requesting permission to offer the courses listed in the attachment for the 2021-2022 school year under the following guidelines: Board of Education Policy 4.201 states in part, “A listing of courses offered for credit in grades 9-12 will be approved annually by the board.”

Motion made by Mrs. Moore, seconded by Mrs. Maxwell, to approve the 2021-2022 course offering list for Rutherford County High Schools as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

12. RE-THINK FORWARD APPLICATION

Dr. Jimmy Sullivan, Assistant Superintendent of Curriculum & Instruction discussed and covered lengthy material on ReThink Forward Charter Schools Application and information along with scores and summaries from the committee findings. Doug Bodary, Assistant Superintendent of Budget & Finance presented the Board with financial information regarding ReThink Forward.

Board Attorney, Jeff Reed presented the Board with two options for adopting a Resolution to either approve or deny ReThink Forward Charter Schools Application and went over both documents in detail with Board members.

Motion made by Mr. Estes, seconded by Mrs. Moore, to Deny ReThink Forward Charter School Application for Rutherford Collegiate Prep as presented.

Roll Call Vote: Yes – Mr. Estes, Mrs. Johnson, Ms. Sharp, Mrs. Moore, Mrs. Maxwell,
Mr. Young
No - None

Vote: All Yes

Shelia Bratton was absent for vote.

Motion made by Mrs. Maxwell, seconded by Mrs. Johnson to adopt the Denial Resolution as presented. A Roll Call Vote was then taken.

Roll Call Vote: Yes – Mr. Estes, Mrs. Johnson, Ms. Sharp, Mrs. Moore, Mrs. Maxwell,
Mr. Young
No – None

Vote: All Yes
Shelia Bratton was absent for vote.

13. IMAGINE LEARNING

The Instruction Department is requesting to purchase Imagine Learning, an online personalized learning system developed to help students acquire, develop, and strengthen the language skills necessary to fully participate in academic settings and prepare for college and career readiness. The total cost of Imagine Learning for the 2021-2022 school year is \$127.50 per student and will be funded through Title I, Title III, Title IV, and IDEA funds.

Motion made by Mrs. Johnson, seconded by Mr. Estes, to approve the funding for Imagine Learning for \$127.50 per student through Title I, Title III, Title IV and IDEA funds for the 2021-2022 school year as presented.

Vote: All Yes
Shelia Bratton was absent for vote.

14. FINE ARTS

SmartMusic- Music Learning and Assessment System:

The Instruction Department is requesting to purchase SmartMusic platform Access from MakeMusic for all instrumental music teachers and students enrolled in middle and high school instrumental music courses for the 2021-2022 School year. Continued access will provide enhanced curriculum and assessment support for middle and high instrumental programs.

Motion made by Mrs. Maxwell, seconded by Ms. Sharp, to approve the purchase of SmartMusic for instrumental music programs for the 2021-2022 school year at a cost of \$38,173.55 as presented.

Vote: All Yes
Shelia Bratton was absent for vote.

QuaverMusic- Elementary Music Curriculum:

The Instruction Department is requesting to purchase the QuaverMusic program from QuaverEd for all RCS elementary schools for the 2021-2022 school year. This is the districts currently adopted elementary music curriculum. Access for all schools will ensure quality curriculum alignment throughout the district.

Motion made by Mrs. Maxwell, seconded by Mr. Estes, to approve the purchase of QuaverMusic for the 2021-2022 school year at the cost of \$40,560.00 as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

Art Education- Visual Art Instruction Resources:

The Instruction Department is requesting to purchase subscriptions for the Curriculum Suite from The Art Education University for the Visual Art teachers for the 2021-2022 school year. Each subscription provides the teacher with the access to customizable instructional resources and content-specific on-demand professional development.

Motion made by Mrs. Maxwell, seconded by Mrs. Johnson, to approve the purchase of Art of Education Curriculum Suite for all the Visual Art teachers for the 2021-2022 school year at a cost of \$46,143.00 as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

Drama Teacher Academy – Theater Instructional Resources:

The Instruction Department is requesting to purchase Drama Teacher Academy access for a full-time middle and high school Theater teachers for the 2021-2022 school year. The access includes high-quality, content-specific instructional resources for Theater courses. Access for all schools with a curricular (during the day) Theater program will ensure equity in access to quality instructional resources throughout the district.

Motion made by Mrs. Moore, seconded by Mrs. Johnson to approve the purchase of Drama Teacher Academy from Threaterfolk LTD. For teachers for curricular Theater program for the 2021-2022 school year for the cost of \$7,170.00 as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

15. SPECIAL EDUCATION CONTRACT

License Agreement with Lexia: This agreement is to purchase Reading Intervention student licenses and training to address students with disabilities with deficits in reading. The district plans to purchase 1600 student licenses with the training and support. The cost should not exceed \$57,900.00 to be paid with IDEA Part B Special Education Funds.

Motion made by Mrs. Maxwell, seconded by Mr. Estes to approve the purchase of Lexia student licenses and training not to exceed \$57,900.00 to be paid with IDEA Part B Special Education Funds as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

License and Service Agreement for Insights to Behavior Software: This agreement is for a District Site License for Behavioral Intervention Software which includes training modules for staff, behavioral tracking data collection tools, and software to assist teachers and staff in documentation required for behavioral intervention for students at the cost of \$97,500.00 using Transfer Out Funds budgeted through IDEA Part B for CCEIS (Comprehensive Coordinated Early Intervention Services.)

Motion made by Mrs. Johnson, seconded by Mrs. Maxwell to approve the License and Service Agreement for Insights to Behavior Software District License to address Disproportionality of Discipline for Students with Special Needs using Transfer Out Funds budgeted through IDEA Part B for CCIES not to exceed \$97,500.00 for the 2021-2022 school year.

Vote: All Yes

Shelia Bratton was absent for vote.

Contractual Agreement with Special Kids, Inc: The contract with Special Kids, Inc. is for Special Education related and nursing services. These services will provide speech/language, occupational therapy, physical therapy, and nursing services to Rutherford County School students in Special Kids facilities. Hourly rates for therapy are \$80.00 per hour. Daily rates for nursing services are \$175.00 per day. The total cost not to exceed \$25,000.00 during the 2021-2022 school year and will be paid for the I.D.E.A. Part B Special Education funds.

Motion made by Mr. Estes, seconded by Mrs. Moore to approve the Contractual Agreement with Special Kids, Inc. not to exceed \$25,000.00 during the 2021-2022 school year, will be paid from GP Special Education funds as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

16. FINANCIAL MATTERS

Approve School Activity Fund Auditor Contract

Last fiscal year, the purchasing department solicited proposals for the contracted school activity fund audit and the School Board approved engaging the audit firm, Matlock Clements CPA's, for the annual financial and compliance audit of the school activity funds for Fiscal Year 2020-21. This contract has an option to renew for another four additional fiscal years at the Board's discretion. The annual audit cost for the renewal option for the Fiscal Year 2021-22 is \$64,218.00 and the amount reflects the addition of Plainview Elementary's activity funds to the audit fieldwork. Funding for this audit is already budgeted in the original FY 2021-2022 GPS Fund budget.

Motion made by Mrs. Maxwell, seconded by Mrs. Moore to approve the contract option to retain Matlock Clements CPA's as the School Activity Fund contract auditors for Fiscal Year 2021-22 as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

17. FACILITIES

Request for Rockvale Elementary Annex Bid:

On June 17, 2021, Purchasing and Engineering and Construction received Bids for the site work and construction of the Annex for Rockvale Elementary. All bids have been reviewed and Engineering and Construction recommends Robert S. Biscan base bid plus all alternatives for a total bid of \$9,510,368.00. Engineering proposes moving forward to Health and Education with a request for funding in the amount of \$12,085,368.00.

Breakdown:

Biscan Construction	\$ 9,510,368.00
Construction Related Contracts	\$ 1,250,000.00
FFE	\$ 850,000.00
Design	\$ 475,000.00
Total Request	\$ 12,085,368.00

Motion made by Mrs. Johnson, seconded by Mrs. Maxwell to send to Robert S. Biscan Company bid for \$9,510,368.00 and a total project request of \$12,085,368.00 to Health and Education as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

Request for Rockvale Middle Classroom Additions Bid:

On July 1, 2021, Purchasing and Engineering and Construction received bids for the site work and construction of the addition of 22 (twenty-two) classrooms for Rockvale Middle. All bids have been reviewed and Engineering and Construction recommends Robert S. Biscan Company's base bid of \$7,087,000.00. Engineering proposes moving forward to Health and Education with a request for funding in the amount of \$9,132,000.00.

Breakdown:

Biscan Construction	\$ 7,087,000.00
Construction Related Contracts	\$ 1,250,000.00
FFE	\$ 350,000.00
Design	\$ 445,000.00
Total Request	\$ 9,132,000.00

Motion made by Mrs. Johnson, seconded by Mr. Estes to send Robert S. Biscan Company bid for \$7,087,000.00 and a total project request of \$9,132,000.00 to Health and Education as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

Request for Smyrna Middle Annex Renovation Bid:

On July 15, 2021, Purchasing and Engineering and Construction received bids for the renovation of the Smyrna Middle School Annex. All bids have been reviewed and Engineering and Construction recommends Wright Construction Services base bids plus all alternatives for a total bid of \$3,810,000.00. Engineering proposes moving forward to Health and Education with a request for funding in the amount of \$5,535,000.00.

Breakdown:

Wright Construction	\$ 3,810,000.00
Constr. Related Contracts	\$ 1,000,000.00
FFE	\$ 350,000.00
Design	\$ 375,000.00
Total Request	\$ 5,535,000.00

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to send Wright Construction Services bid for \$3,810,000.00 and a total project request of \$5,535,000.00 to Health and Education as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

Central Magnet Annex HVAC Bid:

On July 22, 2021 Purchasing, and Engineering and Construction received bids for the renovation of the Annex HVAC. Bids have been reviewed and Engineering and Construction recommends Four Seasons, Inc. base bid of \$895,000.00 to be funded utilizing ESSER II funds.

Motion made by Mrs. Maxwell, seconded by Mr. Estes, to approve the Central Magnet Annex HVAC renovations using ESSER II funds at a cost of \$895,000.00 as presented.

Vote: All Yes

Shelia Bratton was absent for vote.

CMTA ESCO Report

A Representative of CMTA Energy Solutions discussed comparisons and benefits of energy savings performance contracts and reallocating utility savings to make facility improvements throughout Rutherford County Schools.

AT&T Cell Tower Request:

AT&T, through its agent Mastec, has provided drawing and easement paperwork to allow the installation of a new cell tower to improve the cell service in the downtown area of Murfreesboro. Engineering and Construction has discussed this request with Murfreesboro City Planning and disapprove of this request. This is a similar request to what we reviewed for Stewarts Creek. The major difference is this request falls in the current utility easements along Main Street already in place.

Motion made by Mrs. Moore, seconded by Ms. Sharp, to disapprove of the easement for a new AT&T Cell tower along Main Street in front of Central Magnet as presented.

Vote: All Yes

Shelia Bratton was not present for vote.

Rocky Fork Elementary Eagle Scout Project:

The request from Braxton Johnson to allow the clean-up of the Townes Cemetery, located on the Rocky Fork Elementary and Middle campus is now complete. Engineering has plans to keep the area from becoming grown up in the future. This was a very successful project and we hope to partner with more Eagle Scout Projects in the future. See before and after photos.

18. INSURANCE UPDATE

Dr. Anthony gave information on Cigna's Annual Report as well as Insurance Open Enrollment dates being available within the next two weeks as well as the Fall Wellness Fair.

19. DIRECTORS UPDATE

The Director discussed information regarding masks being optional as well as there being no plans for distance learning this school year. He also went over several administrative procedure details that will be released next week.

20. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

No updates at this time.

21. FEDERAL RELATIONS NETWORK (FRN) UPDATE

No updates at this time.

22. GENERAL DISCUSSION

23. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 6:14 P.M.

Coy Young, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

August 12, 2021

Fees

Barfield	Fine Arts Matter, guitar club and piano after school, 8/26/21-12/9/21 Thursdays 2:30-3:20pm, CPU lab and library, \$360, <i>*subject to COVID-19 restrictions and updates.</i>
Blackman Elementary	Blackman Youth Football & Cheer, 2021 season, 8/12/21-12/1/21 M/Tu/Th 6-7:30pm, outside campus, \$100/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Blackman Middle	Blackman Youth Football & Cheer, 2021 season, 8/12/21-12/1/21 M/Tu/Th 6-7:30pm, outside campus, \$100/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Riverdale	National Flag Football, flag football, 10/17/21-12/12/21 Sundays 10:30am-7pm, practice football fields, \$5500, <i>*subject to COVID-19 restrictions and updates.</i>
Riverdale	U.S. Eastern Wado-Ryu Federation, martial arts tournament, 8/13-8/14/21 4-6pm, gym, \$290, <i>*subject to COVID-19 restrictions and updates.</i>
Rock Springs Elementary	Fine Arts Matter, guitar club and piano after school, 9/3/21-12/10/21 Fridays 2:30-3:20pm, CPU lab/library/classroom, \$540, <i>*subject to COVID-19 restrictions and updates.</i>
Rockvale High	Rockvale Youth Football & Cheer, 2021 season, 8/12/21-12/1/21 M-Sa 5-8:30pm, football field, \$100/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Whitworth Buchanan	New Vision Church Buchanan, Christmas & Easter services, 12/25-12/26/21 and 4/16-4/17/22, auditorium (4 days) and gym (1 day), \$1430, <i>*subject to COVID-19 restrictions and updates.</i>

No Fee

Brown's Chapel Elementary	Boy Scouts/Cub Scouts, Troop 3200 & Pack 320 meetings, 8/16/21-5/23/22 Mondays 6-8:30pm, playroom/cafeteria, No Fee, <i>*subject to COVID-19 restrictions and updates.</i>
McFadden Elementary	Girl Scouts of Middle TN, scout meetings, 8/15/21-5/23/22 Mondays 3-5pm, cafeteria, No Fee, <i>*subject to COVID-19 restrictions and updates.</i>
Smyrna Elementary	Smyrna Jr. Basketball League, practices, 11/1/21-3/12/22 M- F 6-9pm, gym, No Fee only supervision fees, <i>*subject to COVID-19 restrictions and updates.</i>
Smyrna Elementary	Catholic Charities, tutoring and ELL assistance, 9/7/21-5/5/22 M-Th 2:30-5:30pm, school portable, No fee, <i>*subject to COVID-19 restrictions and updates.</i>
Smyrna Middle	Catholic Charities, tutoring and ELL assistance, 9/7/21-5/5/22 M-Th 3-6pm, classroom, No fee, <i>*subject to COVID-19 restrictions and updates.</i>
Stewarts Creek High	Ethos Youth Ensembles, youth orchestra rehearsals and concert, 9/13/21-2/13/22 Monday rehearsals 5:50-9pm & Sunday concert, choir room/ band room/ auditorium, No Fee, <i>*subject to COVID-19 restrictions and updates.</i>
Whitworth Buchanan	New Vision Church Buchanan, small group weekly meetings, 8/12/21-7/31/22 9:30-10:30am, 4 classrooms (52 weeks) and cafeteria (52 days), requesting waiver of fees totaling \$4056, <i>*subject to COVID-19 restrictions and updates.</i>

Note: Facility use for 8/12/21 has been granted pending Board action. The COVID-19 CDC approved recommendations were reviewed by the requestor. 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.**

MEMORANDUM

DATE: August 9, 2021
TO: Bill C. Spurlock
FROM: Sara R. Page
RE: Transfer Student Under Discipline

The Board has been requested to admit a transfer student under discipline from another school system. The student was previously remanded to attend alternative school in Davidson County.

The student was remanded for assaulting a student on the bus with scissors.

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 alternative school.

Bid #3546
Serving Lines with Installation (Stewartsboro)

Item #	Description	Chef's Deal Restaurant Equipment	Katom	Mobile Fixture	Strategic Equipment
1	Cashier Counter	\$ 2,506.58	\$ 2,572.22	\$ 2,682.43	\$ 2,454.20
2	Custom Fabrication Empty Space	\$ -	inc	\$ -	\$ -
3	Refrigerated Cold Pan	\$ 10,069.75	\$ 10,333.45	\$ 9,924.86	\$ 9,199.81
4	All-Purpose Counter	\$ 2,772.90	\$ 2,845.51	\$ 2,922.43	\$ 2,676.90
5	All-Purpose Counter	\$ 2,818.53	\$ 2,892.34	\$ 2,963.43	\$ 2,715.04
6	Hot Food Counter	\$ 15,190.84	\$ 15,588.63	\$ 14,542.85	\$ 13,710.13
7	Total Cost	\$ 33,358.60	\$ 34,232.15	\$ 33,036.00	\$ 30,756.17

Mailed to 24 vendors
20 vendors did not respond

Recommend: Motion to award to Strategic Equipment, LLC for overall lowest and best bid.

To be funded through School Nutrition Funds.

Bid #3547 - Technology and Multimedia Equipment

Item Number	Part Number	Description	Adorama	B & H Photo	CDW-G	Central Technologies	GHA	Howard Technologies	Jasper Tronics	Nashville's Media Services	Pyramid School Products	Scott Electric	The Specialty Bulb	Troxell
1	V11HA03020	Epson PowerLite 118 LCD Projector		\$ 448.00	*\$440.00		\$ 494.75	*\$440.00						
2	V13H010L97	Epson PowerLite 118 Replacement Lamp	\$ 57.80	\$ 53.00	\$ 55.00		\$ 61.75	\$ 56.00	\$ 61.99		\$ 70.99	\$ 77.00	\$ 88.00	
3	V13H010L96	Epson PowerLite 107 Replacement Lamp	\$ 57.80	\$ 53.00	\$ 57.00		\$ 61.75	\$ 56.00	\$ 58.99		\$ 70.99	\$ 51.00	\$ 55.00	
4	V13H010L88	Epson PowerLite 98H Replacement Lamp		\$ 69.00	\$ 75.00		\$ 85.70	\$ 75.00	\$ 54.99		\$ 70.99	\$ 48.00	\$ 52.00	
5	V13H010L78	Epson PowerLite 97, 98 & 99W Replacement Lamp	\$ 77.90	\$ 122.95	\$ 122.00		\$ 130.30	\$ 125.00	\$ 54.99		\$ 70.99	\$ 48.00	\$ 52.00	
6	V11H998520	Epson BrightLink 725Wi Projector		\$ 1,597.00	\$ 1,550.00		\$ 2,002.56	\$ 1,530.00	\$ 61.99					
7	V12HA06A05	Epson UST Wall Mount for BrightLink 725Wi	\$ 102.39	\$ 91.00	\$ 95.00		\$ 94.11	\$ 90.00						
8	V12H467020	Epson Active Wall Speakers ELPSP02	\$ 168.40	\$ 128.00	\$ 122.00		\$ 170.71	\$ 124.00						
9	PJF2-UNV-S	Peerless Universal Ceiling Mount Kit	\$ 98.74	\$ 95.95	\$ 95.00		\$ 91.75							\$ 82.66
10	920-008671	Logitech MK540 Keyboard & Mouse Combo	\$ 42.55	\$ 44.00	\$ 42.00		\$ 47.80							\$ 48.12
11	980-000802	Logitech Z150 2-Piece Speaker System	\$ 16.61	\$ 18.80	\$ 14.00		\$ 16.80							\$ 16.37
12	981-000014	Logitech H390 USB Headset	\$ 28.88	\$ 23.00	\$ 25.00		\$ 26.69							\$ 33.10
13	960-001257	Logitech C920s Pro HD Webcam	\$ 57.56	\$ 67.00	\$ 60.00		\$ 59.95							\$ 74.95
14	V12H758020	Epson DC-21 High Resolution Document Camera	\$ 560.90	\$ 493.00	\$ 468.00		\$ 547.48	\$ 474.00	\$ 825.00					
15	DC125	Lumens DC125 Ladibug Document Camera	\$ 226.30	\$ 228.00	\$ 230.00		\$ 280.65	\$ 204.00	\$ 336.00					\$ 201.05
16	SBWD750W	ScreenBeam 750 Wireless Display Receiver	\$ 208.08		\$ 192.00	\$ 163.00								\$ 208.70

Bid #3547 - Technology and Multimedia Equipment

Item Number	Part Number	Description	Adorama	B & H Photo	CDW-G	Central Technologies	GHA	Howard Technologies	Jasper Tronics	Nashville's Media Services	Pyramid School Products	Scott Electric	The Specialty Bulb	Troxell
17	SBWD960A	Screenbeam 960 Wireless Display Receiver			\$ 288.00	\$ 245.00			\$ 746.00	\$ 299.00				\$ 312.99
18	1G5M0A#B1H	HP OfficeJet Pro 9025e All-In-One Inkjet	\$ 355.82		\$ 221.04		\$ 335.44							
19	D9L64A#B1H	HP OfficeJet Pro 8210 Inkjet	\$ 159.99		\$ 141.85		\$ 157.63							\$ 149.82
20	B11B261202	Epson WorkForce DS-530 II Scanner	\$ 349.00		\$ 295.00		\$ 293.38	\$ 303.00						
21	B11B250201	Epson WorkForce DS-870 Scanner	\$ 799.00		\$ 670.00		\$ 630.65	\$ 683.00						
22	T3H-00011	Microsoft LifeCam HD-3000	\$ 30.41	\$ 39.95	\$ 29.00		\$ 29.75							
23	UTH-00001	Microsoft 4K Wireless Display Adapter	\$ 44.92	\$ 56.95	\$ 58.00		\$ 60.63							
24	CHRGEX30i	Aver Laptop/Tablet Charging Cart 30	\$ 1,112.88	\$ 1,299.99	\$ 1,000.00		\$ 1,137.74							\$ 1,050.00
25	CS-1610-BL	Jar Systems Essential 16 Charging Station	\$ 317.82					\$ 314.00						
26	CB-A-84-00526-07	MobiView Teacher Tablet								\$ 299.00				
27	IW-A-11-00735-05-FULL	Workspace Full\Single User								\$ 99.00				
28	IW-A-11-00735-05-FULL-BLDG	Workspace Full\Building (25 Licenses)								\$ 999.00				
29	36465 & 40932	Da-Lite Model B Screen, 8ft w/ 6" Mounting Bracket	\$ 255.06	\$ 249.95	\$ 245.00		\$ 252.28				\$ 289.98			
30	40957	Da-Lite No. 11 Mounting Bracket	\$ 22.70	\$ 21.95	\$ 20.00		\$ 24.25				\$ 38.98			\$ 32.19

Mailed to 99 vendors

*Tie Bid

87 vendors did not respond

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

To be funded through GPS, Federal Program, Building Program and Individual Schools.



Rutherford County
Director of Schools
Performance Evaluation Instrument

Performance Evaluation Guidelines

1. An Annual evaluation of the Director of Schools shall take place in June.
2. The evaluation shall be based on the duties and responsibilities of the Director of Schools as set forth by the laws of the State of Tennessee and his contract.
3. The evaluation instrument utilized in this process shall be cooperatively developed by the Board and Director of Schools.
4. The evaluation rating scale to be used is as follows:

5 – Significantly above expectations
4 – Above expectations
3 – At expectations
2 – Below expectations
1 – Significantly below expectations

5. A satisfactory score will be if the average overall score is 3.00 or above.
6. Weighted sectional averages will be:

Section I Qualitative:

Appendix A- Administrator Survey _____ %

Appendix B- Board Observational Data _____ %

Section II Quantitative:

Appendix C- Achievement of Board _____ %
Goals/Strategic Plan

7. Appendix A needs to be distributed to administrators in May in order to be completed and included in the written evaluation to Director of Schools in June.
8. Appendix B and C needs to be distributed to all board members in May in order to be completed and included in the written evaluation to Director of Schools in June.
9. The Board shall meet with the Director of Schools to discuss the evaluation results at the June board meeting. The evaluation shall include a recommendation for improvement in any areas where the Board deems the Director of School's performance to be unsatisfactory or in need of improvement.
10. The Director of Schools shall have the right to make a written or oral response to the evaluation.
11. A copy of the written evaluation shall be delivered to the Director of Schools two weeks prior to

SECTION I – QUALITATIVE

APPENDIX A – Administrator Survey

Administrator's Perceptions of Director's Performance	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
1. The director models good communication skills.					
2. The director is knowledgeable about the curriculum.					
3. The director ensures that funds are spent wisely.					
4. The director supports professional learning activities for teachers and administrators.					
5. The director maintains positive relationships with administrators.					
6. The director creates an atmosphere of trust and mutual respect throughout the district.					
7. The director enforces board policy in a fair and consistent manner.					
8. The director takes an active leadership role in the instructional improvement.					
9. The director evaluates my performance in a fair and consistent manner.					
10. The director interacts effectively with system employees.					
11. The director is accessible to administrators.					
12. The director develops good staff morale and loyalty to the system.					
13. The director works effectively with the school board.					
14. The director involves administrators as much as possible in decision-making.					
15. The director demonstrates a caring attitude.					

SECTION I – QUALITATIVE
APPENDIX B – Board Observational Data

Board Observational Data	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
BOARD RELATIONSHIPS					
1. Keeps all board members informed on issues, needs and operation of the school system, including employment, promotion, and dismissal of personnel.					
2. Has a harmonious relationship with the board.					
3. Maintains a high degree of understanding and respect between staff and the board.					
4. Interprets and executes the intent of board policy through the development of administrative procedures.					
5. Seeks and accepts constructive criticism of work from the board.					
6. Remains impartial toward the board, treating all board members alike.					
7. Refrains from criticism of members of the board.					
8. Goes immediately and directly to the board when he/she feels an honest, objective difference of opinion exists between him/her and any or all members of the board, in an earnest effort to resolve such difference immediately.					
Total Mean Score for Board Relationships					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
COMMUNITY RELATIONSHIPS					
1. Is an effective spokesperson for the school system.					
2. Models the highest professional standards to the community.					
3. Builds public support for school district.					
4. Develops cooperative relationships with the news media.					
5. Establishes partnerships with area businesses, institutions of higher education, and community groups to strengthen programs and support school district goals.					
6. Treats community equitably.					
7. Uses public resources and funds appropriately and wisely.					
8. Encourages parental involvement.					
Total Mean Score for Community Relationships					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
STAFF AND PERSONNEL RELATIONSHIPS					
1. Develops good staff morale and loyalty to the system.					
2. Treats all personnel fairly.					
3. Demonstrates use of system and staff evaluation data for personnel policies, decision-making, promotion of career growth and professional development.					
4. Recognizes staff for their professional achievements.					
5. Provides shared leadership and decision-making opportunities for staff that promotes a climate of collaboration and collegiality.					
Total Mean Score for Staff and Personnel Relationships					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
FACILITIES, FINANCE AND HUMAN RESOURCES					
1. Demonstrates knowledge of school facilities and develops a process that builds internal and public support for facility needs, including bond issues and capital improvement plans.					
2. Ensures the maintenance of school property and the safety of personnel and property.					
3. Meets and works collaboratively with the Board and appropriate staff to determine priorities for budgeting and the effective allocation of space and human resources.					
4. Provides accurate and timely reports to the board on the financial condition of the school system.					
5. Creates and maintains a safe, clean, and aesthetically pleasing environment at all schools.					
Total Mean Score for Facilities, Finance and Human Resources					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
VISION					
1. Works effectively with board, staff, and community to develop long-range strategic plans.					
2. Initiates communication and facilitates cooperation and collaboration among staff regarding the district's mission, curriculum and program initiatives.					
3. Keeps board and community informed of progress towards long-range goals.					
4. Clearly articulates system's vision, mission and priorities to community and media.					
5. Recognizes and celebrates the contributions of school community members to the realization of the vision.					
6. Uses relevant demographic data pertaining to students and their families in developing the school district mission and goals.					
Total Mean Score for Vision					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
STUDENT ACHIEVEMENT					
1. Develops, implements, promotes, and monitors continuous improvement in student achievement by using a variety of appropriate techniques.					
2. Applies effective methods of providing, monitoring, evaluating, and reporting student achievement.					
3. Establishes curriculum planning to anticipate occupational trends and school-to-career needs.					
4. Formulates plan to assess appropriate teaching methods and classroom management strategies for all learners.					
5. Works collaboratively with members of the staff in using student achievement data to determine relevant professional development opportunities					
6. Meets with principals regularly to provide feedback on goal achievement and to assess ongoing school improvement efforts.					
7. Identifies, clarifies, and addresses barriers to student learning.					
8. Recognizes and celebrates student accomplishments.					
Total Mean Score for Student Achievement					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
MANAGEMENT AND OPERATIONS					
1. Ensures that operational plans and procedures to achieve the vision and goals of the school district are in place.					
2. Confronts and resolves problems in a timely manner.					
3. Aligns financial, human, and material resources to the goals of school district.					
4. Identifies multiple points of view for problem solving situation and involves stakeholders in decisions affecting schools.					
5. Demonstrates professional and effective conflict resolution skills.					
6. Uses effective communication skills.					
7. Participates in professional learning that is aligned with strategic plan and enhances leadership skills.					
8. Promotes a climate of trust and teamwork within the district.					
9. Establishes procedures and practices for dealing with emergencies such as weather, threats to the school, student violence and trauma.					
Total Mean Score for Management and Operations					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
INTEGRITY, FAIRNESS AND ETHICS					
1. Examines personal and professional values to develop a personal and professional code of ethics that demonstrates personal integrity.					
2. Demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance.					
3. Serves as a role model.					
4. Accepts responsibility for school operations.					
5. Treats people fairly, equitably, and with dignity and respect.					
6. Exhibits multicultural and ethnic understanding and sensitivity.					
7. Recognizes and respects the legitimate authority of others.					
8. Applies laws and procedures fairly, wisely, and considerately.					
Total Mean Score for Integrity, Fairness and Ethics					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
POLITICAL/SOCIAL/CULTURAL CONTEXT					
1. Ensures that the environment in which schools operate is influenced on behalf of students and their families.					
2. Ensures that there is ongoing dialogue with representatives of diverse community groups.					
3. Promotes and expects a district-based climate of tolerance, acceptance, and civility.					
Total Mean Score for Political/Social/Cultural Context					

SECTION II – QUANTITATIVE

APPENDIX C – Achievement of Board Goals/Strategic Plan

Annual Objectives	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
1. Chronic Absenteeism: All students in all grades reach AMO Target of ____.					
2. Chronic Absenteeism: Black/Hispanic/Native American in all grades reach AMO Target of ____.					
3. Chronic Absenteeism: Economically disadvantaged in all grades reach AMO Target of ____.					
4. Chronic Absenteeism: English learners with transitional 1-4 in all grades reach AMO Target of ____.					
5. Chronic Absenteeism: Students with disabilities in all grades reach AMO Target of ____.					
6. ELPA: All students in all grades reach AMO Target of ____.					
7. ELPA: Black/Hispanic/Native American in all grades reach AMO Target of ____.					
8. ELPA: Economically disadvantaged in all grades reach AMO Target of ____.					
9. ELPA: English learners in all grades reach AMO Target of ____.					
10. ELPA: Students with disabilities in all grades reach AMO Target of ____.					
11. Graduation Rate: All students in 9 th through 12 th grades reach AMO Target of ____.					
12. Graduation Rate: Black/Hispanic/Native American in 9 th through 12 th grade reach AMO Target of ____.					
13. Graduation Rate: Economically disadvantaged in 9 th through 12 th grade reach AMO Target of ____.					
14. Graduation Rate: English learners with transitional 1-4 in 9 th through 12 th grade reach AMO Target of ____.					
15. Graduation Rate: Students with disabilities in 9 th through 12 th grade reach AMO Target of ____.					
16. Success Rate: All students in 3 rd through 5 th grade reach AMO Target of ____.					

17. Success Rate: All students in 6 th through 8 th grade reach AMO Target of ____.					
18. Success Rate: All students in 9 th through 12 th grade reach AMO Target of ____.					
19. Success Rate: Black/Hispanic/Native American in 3 rd through 5 th grade reach AMO Target of ____.					
20. Success Rate: Black/Hispanic/Native American in 6 th through 8 th grade reach AMO Target of ____.					
21. Success Rate: Black/Hispanic/Native American in 9 th through 12 th grade reach AMO Target of ____.					
22. Success Rate: Economically disadvantaged in 3 rd through 5 th grade reach AMO Target of ____.					
23. Success Rate: Economically disadvantaged in 6 th through 8 th grade reach AMO Target of ____.					
24. Success Rate: Economically disadvantaged in 9 th through 12 th grade reach AMO Target of ____.					
25. Success Rate: English learners with transitional 1-4 in 3 rd through 5 th grade reach AMO Target of ____.					
26. Success Rate: English learners with transitional 1-4 in 6 th through 8 th grade reach AMO Target of ____.					
27. Success Rate: English learners with transitional 1-4 in 9 th through 12 th grade reach AMO Target of ____.					
28. Success Rate: Students with disabilities in 3 rd through 5 th grade reach AMO Target of ____.					
29. Success Rate: Students with disabilities in 6 th through 8 th grade reach AMO Target of ____.					
30. Success Rate: Students with disabilities in 9 th through 12 th grade reach AMO Target of ____.					
31. Maintain teacher retention rate of 90% or higher.					
32. Enhance staffing funding formula to provide support for schools with largest number of at-risk students.					
33. Provide teacher leaders, instructional coaches, and curriculum leads to develop capacity of individual teachers, instructional teams, and PLCs.					
34. Increase effectiveness of district wide Professional Development framework by conducting a survey using the Likert scale.					
35. Collaborate between Instruction Department and lead teachers to provide each tested content area an aligned curriculum map and effective instructional resources.					
36. Develop parent focus groups for each grade band to receive feedback on areas of improvement.					

37. Enhance school staffing formula to provide support for school serving the largest number of students of need.					
38. Attain Level 3 or higher in school-wide growth composite in 80% of schools.					
39. Decrease number of teachers scoring a 1 for a single year growth score by 10%.					
40. Earn Exemplary district status.					
41. Increase number of students earning industry certification in CTE to 800 or more.					
42. Provide training for certified employees to support growing and diverse student population.					
43. Pursue recurring alternative revenue streams for operating and capital needs.					
44. Identify best practices and funding for cost reduction projects.					
45. Install payroll timekeeping system for all school system hourly classified employees to more accurately track employee time and give all school principals and managers real-time information on staff work times and overtime usage.					
46. Increase the ending fund balance of the school cafeteria fund to the equivalent of three months of operating expenditures to ensure adequate cash flow for ongoing cafeteria operations. Then utilize the additional funds for school cafeteria equipment upgrades and cafeteria redesigns.					
47. Replace roofs as identified in strategic plan timeline.					
48. Replace oldest HVAC units as identified in strategic plan timeline.					
49. Subcontract the removal, cleaning and replacement of HVAC units.					
50. Rekey buildings with multiple key systems to Primus/Blank exterior classroom doors as needed.					
51. Repair/replace outdated and unsafe equipment, bleachers and stadium.					
52. Bid and manage in-house, the system wide changeover to LED lighting.					
53. Add four-person HVAC filter crew to decrease maintenance issues.					
54. Hire one employee for each trade - Electrical, Plumbing, HVAC, Construction.					
55. Install submeters to monitor energy or access to existing meters through electric departments.					
56. Evaluate high energy schools to identify equipment that needs to be replaced.					

57. Decrease utility costs by developing methods to maximize energy savings.					
58. Identify additional equipment training for maintenance personnel.					
59. Replace two older fire alarm systems.					
60. Replace 1,000 teacher computers at each school site using the current Dell contract.					
61. Replace student laptops in all grade levels at the schools currently using the current Dell contract.					
62. Replace servers/storage equipment to handle growth of students, teachers and updated software.					
63. Replace two older phone switches in the school system.					
64. Replace out-of-date core networking equipment.					
65. Keep schools up to date with security cameras, digital video recorders, door access control, and other areas of school safety.					
66. Build a data center offsite to provide a secure and reliable location for backup of all vital data. This includes cabinets, data center cooling environment, and power backup.					
67. Provide additional outdoor security lighting at schools, including installation of LED lighting where needed.					
68. Conduct monthly District Threat Assessment team review of practices and cases, led by the Lead District Psychologist.					
69. Replace 350 two-way contractor owned busing radios to county owned radios using the Murfreesboro City trunking system.					
70. Replace 50 out-of-date bus video equipment units and three replacements units with Edulog Contract.					
71. Install 7 new bus GPS units and 3 replacements with Edulog Contract.					
72. Add 7 bus contracted routes to meet the transportation needs of growing student population.					

Director of Schools Overall Evaluation Score

Section I Qualitative:

Appendix A-Administrator Survey _____ % x _____ = _____

Appendix B-Board Observational Data _____ % x _____ = _____

Section II Quantitative:

Appendix C-Achievement of Board
Goals/Strategic Plan _____ % x _____ = _____

Overall Evaluation Score: _____



August 3, 2021

Ms. Jessica Johnson
ATLAS Liaison/Foster Care Point of Contact
Rutherford Co. Schools District Office
2240 Southpark Blvd.
Murfreesboro, TN 37128

Dear Jessica:

STARS is thrilled to be able to continue to serve the young people of Rutherford County Schools. On behalf of the Board of Directors of STARS, thank you for providing this opportunity. We deeply appreciate the district's long standing support of STARS and are looking forward to another great year.

Please find the attached agreement for services. Please review the agreement and call me or Cynthia Whetstone, STARS Chief Finance Officer, if there are questions.

Again, thank you. I will look forward to hearing from you if there are questions. If there are no questions, please sign and return to us as soon as possible. Best wishes.

Sincerely,

Rodger Dinwiddie, CEO

Rodger Dinwiddie
Chief Executive Officer

Cc: Cynthia Whetstone, Chief Finance Officer

Enclosures



**MEMORANDUM OF AGREEMENT
BETWEEN
THE RUTHERFORD COUNTY BOARD OF EDUCATION
AND
STARS Nashville
2021-2022 School Year**

Student Assistance Services will be provided to McKinney/Vento Students at designated sites across the district to address issues related homelessness and poverty including alcohol and drug use, and violence and bullying prevention.

Services will be provided two days each week that school is in session. The fees for the above services are \$23,200. Payment for services provided will be rendered by Rutherford County Board of Education (RCBOE) to **STARS** following submission of an invoices. The first invoice will be submitted in December 2021 and the final invoice will be submitted in April 2022.

Services may be modified to adhere to the safety recommendations of the CDC, State of Tennessee and RCBOE to ensure the safety of students and staff. In the event of school closing, individual and group counseling support, case management services and classroom education may be provided via tele-health/ tele-support services

STARS agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of disability, age, race, color, religion, creed, gender, sexual orientation, gender identity or national origin.

Rights to the use of all **STARS** program materials and logos are reserved by **STARS**.

STARS agrees to indemnify and hold RCBOE, its Board member, agents and employees, harmless from any liability claimed against RCBOE related to any action or failure to act by STARS, its agents or employees, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract or any warranty negligent entrustment, negligence in entering into the contract, and including any claim by a third party for the use of materials by any child, except when such claims arise out of any recklessness or intentionally tortuous act of RCBOE.

RCBOE is a government entity existing under the laws of the state of Tennessee and may not indemnify any party from liability. RCBOE is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that STARS has such liability

The undersigned agree to the terms this Agreement as described above.

SIGNATURES

Rodger Dinwiddie, CEO, 08/03/2021

STARS Representative/Title/Date

**Rutherford County Board of
Education/Title/Date**



Endure Athletics Foundation

1809 Memorial Blvd
Murfreesboro, TN 37129
Phone: 615.653.7699
E-Mail: jbigelow@endureathletics.org
Web: www.EndureAthletics.Org

Memorandum of Agreement
Between
The Rutherford County Board of Education
&
Endure Athletics Foundation
2021-2022 School Year

Endure Athletics is non-profit organization that enriches the lives of homeless children and youth living in Rutherford County. We equip them with the necessary life skills, education support, and mentorship so that they can break their vicious cycle of poverty. We do this through our fee-free After School Program, 9-week Summer Camp, and various other enrichment activities throughout the year.

Services will be provided during the 2021-2022 school year and also 9-week during the summer for the amount of \$15,000.

Payment of services provided will be rendered by the Rutherford County Board of Education (RCBOE) to the Endure Athletics Foundation following submission of invoice.

Endure Athletics Foundation agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of race, color, religion, sex, or national origin. Endure Athletics Foundation agrees to indemnify and hold RCBOE its members, agents, and employees harmless from any liability claimed against RCBOE related to any action or failure act of Endure Athletics Foundation, its agents, volunteers, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract, and including any claim by a third party for the use of materials by an child, except when such claims arise out of any recklessness of intentionally tortuous act of RCBOE.

RCBOE is a government entity existing under the laws of the state of Tennessee and may not indemnify any part from liability. RCBOE is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that Endure Athletics Foundation has such liability.

The undersigned agree to the terms this agreement has described above.

Endure Rep J Bigelow RCBOE Rep _____
Title Executive Director _____ Title _____
Date: July 28, 2021 Date _____



GREAT FUTURES START HERE.



Memorandum of Agreement
Between
The Rutherford County Board of Education
And
The Boys & Girls Clubs of Rutherford County
2022 Summer Program

The Boys & Girls Clubs of Rutherford County (BGCRC) is dedicated to the care of youth in our community after school and during breaks. Our mission is to enable all young people, especially those that need us most to reach their full potential as productive, caring, responsible citizens. In this case financial support is requested to supplement funding of services provided by BGCRC to enroll Rutherford County Atlas students who are members of our Clubs. BGCRC is committed to delivering quality programming and services that provide hope and opportunity through mentoring with an emphasis on character development, academic success, and healthy habits.

Services will be provided for a maximum of 41 days for the summer program. The fees for the above services are not to exceed a total of \$45,000.

Payment of services provided will be rendered by the Rutherford County Board of Education (RCBOE) to the Boys & Girls Clubs of Rutherford County following submission of invoice.


The BGCRC agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on grounds of disability, age, race, color, religion, sex, or national origin. Atlas students will be treated as any other student with regard to behavior and attendance requirements. Parents may be asked to pay a late fee if the child is picked up late, and the child may be dismissed from the program if the child and/or parent fail to follow the rules of the BGCRC.

Boys & Girls Clubs of Rutherford County program materials and logos are reserved for BGCRC.

BGCRC agrees to indemnify and hold RCBOE, its Board members, agents, and employees harmless from any liability claimed against RCBOE related to any action of failure to act of BGCRC, its agents or employees, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract or any warranty negligent entrustment, negligence in entering into the contract, and including any claim by a third party for the use of materials by any child, except when such claims arise out of any recklessness or intentionally tortuous act of RCBOE.

RCBOE is a government entity existing under the laws of the state of Tennessee and ay not indemnify any party from liability. RCBOE is governed by the Government Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of the Act, except to the extent that BGCRC has such liability.

The undersigned agree to the terms of this Agreement as described above.


Boys & Girls Clubs of Rutherford County Representative

Date 07/27/2021

Rutherford County Board of Education Representative

Date _____

Administrative Office
P.O. Box 3343
Murfreesboro, TN 37133
Tel 615-890-2582
Fax 615-893-3698
www.bgcrc.net

Murfreesboro Unit/Teen Center
820 Jones Blvd.
Murfreesboro, TN 37129
Tel 615-893-5437

Smyrna Unit
198 Culbertson St.
Smyrna, TN 37167
Tel 615-984-4087

Bedford Unit
1055 Madison St.
Shelbyville, TN 37162
Tel 931-735-6525

OFFICERS

Celeste Middleton
President

Jimmy Pitts
President Elect

Suzanne Eubank
VP Operations

Rebecca Upton
VP - Resource Development

Mike Panesi
VP Support Services

Sonya Leeman
Treasurer

Gina Urban
Secretary

Cheri Frame
Past President

BOARD OF DIRECTORS

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Melinda Mallette
Tanya Singh
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Brian Sullivan
Richard Thomas
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Roy Snipes
Julie Thure
Harold Segroves
Betty Oliver
Sarah Burchyett
Jonathan Beverly
Dwight Robinson
Sharron Northern
Rondell Clark
Anthony Walker
Quenshawn Nelson

CHIEF EXECUTIVE OFFICER

Sheryl Chesnutt

AMENDED AND RESTATED CONTRACT BETWEEN
RUTHERFORD COUNTY SCHOOL SYSTEM
AND
GENESIS LEARNING CENTERS
FOR THE PROVISION OF
THERAPEUTIC DAY TREATMENT SERVICES
FOR GRADES AGES 6 - 22
(2021-2022 SCHOOL YEAR)

This Amended and Restated agreement made by and between the Rutherford County Board of Education (hereinafter known as **BOARD**) with its principal office at 2240 Southpark Drive, Murfreesboro, Tennessee and Genesis Learning Centers (hereinafter known as **GENESIS**) with its principal office at 430 Allied Drive, Nashville, Tennessee 37211. This Amended and Restated Agreement amends and supersedes the Contract between Rutherford County School System and Genesis Learning Centers For the Provision of Therapeutic Day Treatment Services For Ages 6 - 22.

WITNESSETH

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

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

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

WHEREAS, this Amended And Restated Agreement is being entered to delete the requirement of Genesis to provide bus transportation and make other amendments as stated hereinbelow.

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

This contract consists of the following documents:

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

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

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

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

1. The BOARD, working with GENESIS, shall develop an Individualized Education Program (IEP) which will be specifically designed to meet the unique needs of each student. The IEP for each student shall include:

- a. A statement of the student's present levels of educational performance in all deficit areas including how the student's disability affects his or her involvement and progress in the general curriculum.
- b. A statement of measurable annual goals including benchmarks or short-term objectives, when applicable, related to –
 - (1) Meeting the student's needs that result from his/her disability to enable the student to be involved in and progress in the general curriculum; and
 - (2) Meeting each of the student's other educational needs that result from his/her disability.
- c. A statement of the special education and related services and supplementary aids and services to be provided to the student, or on behalf of the student and a statement of the program modifications or supports for school personnel that will be provided for the student –
 - (1) To advance appropriately toward attaining the annual goals;
 - (2) To be involved and progress in the general curriculum and participate in extracurricular and other nonacademic activities; and
 - (3) To be educated and participate with other children with disabilities and non-disabled children in activities described in this paragraph.
- d. An explanation of the extent, if any, to which the student will not participate with non-disabled students in the regular class and in the activities described in section c above.
- e. A statement of any individual modifications in the administration of State or district-wide assessments of student achievements that are needed in order for the student to participate in the assessment; and if the IEP team determines that the student will not participate in a Particular State or district-wide assessment of student achievement (or part of an assessment), a statement of –
 - (1) Why that assessment is not appropriate for the student; and
 - (2) How the student will be assessed.
- f. The projected date for the beginning of the services and modifications described in section c above, and the anticipated frequency, location and

duration of those services and the identification of the persons/agencies responsible for providing each service.

- g. A statement of –
 - (1) How the student's progress toward the annual goals described in section b above will be measured;
 - (2) How the student's parents will be regularly informed, at least as often as parents are informed of their non-disabled children's progress, of –
 - a. Their child's progress toward the annual goals; and
 - b. The extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year.
- h. Transition Services –
 - (1) For each student beginning at age 14, and updated annually, a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses on the student's courses of study; and
 - (2) For each student beginning at age 16, a statement of needed transition services for the student, including, if appropriate, a statement of the interagency responsibilities or any needed linkages; and
 - (3) If the IEP team determines that services are not needed in any of the areas of transition specified in the IDEA, the IEP must include a statement to the effect and the basis upon which the determination was made.
- i. Beginning at least one year before a student reaches the age of majority under State law, the student's IEP must include a statement that the student has been informed of his or her rights under Part B of the Act, if any, that will transfer to the student on reaching the age of majority.

2. The BOARD and GENESIS shall insure that the rights and privileges available to students enrolled in the Rutherford County School System shall be available to students with disabilities served by GENESIS, including due process procedures, protection in evaluation procedures, least restrictive enforcement, and confidentiality of information. GENESIS agrees to limit the use of any prone restraint except in necessary cases, and to train Genesis employees in alternative methods of controlling behavior of students that threatens the health or safety of the student, other students, staff, and/or other persons.

3. The programs of student with disabilities IEP-Teamed to GENESIS shall not be initiated, changed, terminated or continued from one school year to the next without an IEP-Team meeting composed of the child/children's parents, appropriate representatives of the Rutherford County School System and GENESIS and, when appropriate, the student which results in a recommendation for placement, change, termination or continuation at GENESIS.

4. At the beginning of each school year, GENESIS will submit copies of the following documents to the Coordinator of Special Education:

- a. A current letter of school approval from the Tennessee Department of Education.
- b. Tennessee Teaching certificates showing Special Education endorsement for all teachers providing instruction to students placed by the School System.

- c. Tennessee State License or certificate of staff member(s) providing counseling services to students placed by the School System.

5. The program of GENESIS shall be appropriate in relation to the needs of the individual student(s) to be enrolled, as determined in each student's IEP.

6. GENESIS shall provide the special education services designated in the IEPs of all students placed by Rutherford County Schools. Students will be provided an appropriate educational setting conducive to learning. All staff, equipment, instructional materials and supplies necessary to adequately implement each student's IEP will be provided by GENESIS. The curriculum will meet Tennessee Department of Education requirements.

7. GENESIS will provide an educational program for at least 180 days per year. The minimum length of each school day shall be no less than 7 hours per day. GENESIS shall provide Extended School Year (ESY) services to those students whose IEPs mandate such services.

8. Students will be provided the opportunity for a nutritious lunch each day.

9. Appropriate staff of the BOARD may inspect the facility and confer with GENESIS staff, to ensure compliance with the program, student IEPs and procedural safeguards. These visits are to be at times reasonable to both parties.

10. The programs and services provided by GENESIS for the students placed by the Rutherford County School System shall comply with all relevant Federal and State of Tennessee laws and regulations.

11. GENESIS shall be approved/licensed by the appropriate agency of the State of Tennessee. Verification is to be submitted to the Rutherford County School system (4a, above).

QUALIFICATIONS OF SERVICE PROVIDERS

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

DOCUMENTATION OF SERVICES

1. Reports are to be submitted to the Coordinator of Special Education as follows:
 - a. Monthly: an invoice for services rendered by GENESIS. Each such invoice shall set forth the charges related to: a) Day Treatment services; and b) Transportation services in accordance with the transportation fee schedule.
 - b. Weekly: an attendance report of each student placed at GENESIS shall be submitted weekly to both the Coordinator of Special Education and the Supervisor of Attendance.

- c. Within 48 hours: written notification of all physical restraints, injury reports or serious incident reports.
 - d. Every six weeks: a progress report describing the progress of each student toward achieving the goals and objectives specified in his or her IEP.
 - e. By June 15th: an annual report specifying the progress of each student in mastering the short-range objectives and annual goals included in his or her IEP.
2. Individual student absences are to be reported to both the Rutherford County Attendance Supervisor and the Coordinator of Special Education upon the 5th day of absence in a school year and each subsequent day of absence thereafter. TCA, Tennessee Department of Education regulations, and Rutherford County School System Policies regarding student attendance are to be followed.

PROGRAM EVALUATION

1. Student Specific Goals: The Therapeutic Day treatment Programs' student-specific goals will be driven by each student's Individual Education Plan (IEP) as developed by the IEP Team. Student progress will be measured via the following factors:
- a. Teacher observation and reports of the student's behavior in the classroom will be used to determine the student's ability to generalize the skills and behavior modifications learned in the group and/or individual therapy setting.
 - b. IEP progress reports completed and disseminated each six weeks will denote positive behavioral changes and improvements.
 - c. The student's continuation and maintenance in his/her current placement will denote progress.
 - d. A change in the IEP which reflects the student's movement into a less restrictive school placement will show progress.
 - e. Therapist observation of student performance and progress as described in the written end-of-year treatment summary.
2. Program Goals: The goals of the program involves the facilitation of students to a less restrictive school placement or successfully maintaining their current school placement through individual and/or group therapeutic day treatment which addresses specific behavioral and/or emotional issues as defined in each student's IEP.

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

TRANSPORTATION SERVICES

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

1. TERMS OF SERVICE.

Bus Aide Service Provided. GENESIS shall provide one (1) adult bus aide on any school buses utilized by School Board for the purpose of transporting school children to and from GENESIS, at the times and along a specific bus route(s)

- 1.1 The bus aide shall assist the driver in maintaining safety, order and discipline on the bus. Because of his/her close proximity to children, each bus aide shall undergo a criminal history background investigation in accordance with the standards and requirements set forth in TCA § 49-5-413. At least one (1) bus aide shall be present on the bus when children are being transported.

FEE SCHEDULE

DAY TREATMENT SERVICES.

Beginning on the first day of 2021-2022 School Year, the BOARD shall pay the tuition for Rutherford County Students placed by a Rutherford County School System IEP-Team at GENESIS, at the rate per day per student based on the information below

Enrollment	Per Student
Daily Rate	\$164.44
Individual Support	\$20.77 per hour

Payments shall be made every month based on direct service days (a minimum of 7 hours per day, 180 days per year), upon proper performance of services, and upon being invoiced. In the event a student's needs require a unit IEP that calls for a 1:1 staff ratio and this is approved by Rutherford County School personnel, an hourly rate for one-to-one support of \$20.77 per hour (with an annual 3% increase if contract is renewed) will be paid.

TRANSPORTATION BUS AIDE SERVICES.

GENESIS shall be paid in accordance with the following schedule with annual increases of 3% if contract is renewed:

2021-2022	\$20.77
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INVOICING PROCEDURES.

GENESIS will prepare and send invoices monthly during the 2020-2021 school year to the BOARD, Special Education Department at 2240 Southpark Drive, Murfreesboro, TN 37128.

Invoices shall include an itemization, by activity, type of service provided (e.g.: transportation, day treatment, etc.); and the total number of students served, by

name, school, and grade during the month. Invoices will include the appropriate Purchase Order number assigned by the Rutherford County School System. It will be the responsibility of the GENESIS program and fiscal services staff to monitor and document services provided, by program component, in order to assure appropriateness and accuracy in service provision and invoicing. Genesis agrees to promptly correct any errors in invoicing identified by the Board.

OTHER CONDITIONS

1. GENESIS shall not discriminate against any employee or applicant for employment because of race, color, religion or national origin, and shall do the following:

- (a) Take affirmative actions to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion or national origin.
- (b) All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to their race, color religion or national origin.

2. GENESIS shall indemnify, defend and hold harmless Rutherford County, its employees and agents, from all claims and demands, including costs, litigation expenses, counsel fees and liabilities incurred, arising out of any injury to, or the death of any person or damage to property of any kind, to the extent caused by the negligent acts, errors or omissions of GENESIS, its agents, employees or any person directly or indirectly employed by them, while engaged in the performance of the services as set forth in the terms and conditions of this Agreement.

3. GENESIS, shall carry and maintain general liability insurance and/or professional negligence insurance with policy limits of at least one million dollars (\$1,000,000.00) to provide coverage for any and all damages, costs or expenses arising out of any death, physical or mental injury, sickness, disease or injury to or destruction of property resulting from GENESIS' performance of this contract. GENESIS shall provide the Board with satisfactory evidence of such liability insurance. The liability insurance shall be in effect for the duration of this contract including any extension renewals. GENESIS shall carry workers' compensation insurance coverage for each of its employees if required by law.

4. This contract may not be assigned by GENESIS without the prior written consent of the Rutherford County Board of Education.

The term of this agreement shall run from August 1, 2021 through July 31, 2022 may be renewed by the Board for two additional one (1) year terms with an increase of 3% annually. Board. If the Board desires to exercise said options, the Board shall exercise said options to renew by notice to GENESIS by July 1 for the ensuing school year.

5. This Agreement shall be altered or modified only by written agreement executed by all parties. All amendments shall be attached to this agreement and made a part thereof.

6. This Contract may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed

as of the termination date. If the needs of the school change as determined by the Board, such that the Board does not have sufficient number of children attending GENESIS, the Board may, within its discretion, terminate the contract.

7. If the Contractor fails to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the terms of the Contract, the BOARD shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for work completed.

8. If any provision of this agreement or the application thereof to any person or circumstances shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by the law.

9. This Agreement shall be governed by the laws of the State of Tennessee. The venue for any litigation arising from or pursuant to this Agreement shall be the Rutherford County Circuit or Chancery Court.

10. It is understood and expressly agreed by the parties to this Contract that GENESIS shall be an independent Contractor for all purposes and in no event shall GENESIS, its employees, agents or sub-contractors be deemed employees of the Board.

11. GENESIS shall at all times maintain an active telephone number to be used as a point of contact. This number must be available to the Board or its designee at all times, including off-hours. This number will be utilized for school closings, emergency notifications, discussion of routine problems, contract discussions and/or any other business as may be deemed necessary by the Board. GENESIS must be available through this number at all times. GENESIS shall provide active phone numbers for all bus drivers and aides.

12. This Contract constitutes and incorporates the full and entire agreement of the parties. The failure of either party to enforce any of its rights under this agreement shall not operate as a waiver of said rights, and both parties expressly reserve the right to enforce their rights under the terms of this contract at any time.

LENGTH OF SERVICE

This agreement shall be in effect from August 1, 2021 through July 31, 2022.

RUTHERFORD COUNTY BOARD OF EDUCATION

By: _____
Director of Schools Date

By: _____
Chairman of the Board Date

GENESIS LEARNING CENTER

By: _____
Title: _____ Date

TENNESSEE DEPARTMENT OF EDUCATION

By: _____
Title: _____ Date



IXL Learning will provide LaVergne Middle's students the IXL program to use as guided practice to help support and reinforce standards and skills taught in the classroom. The IXL program will also assist teachers in collecting data and help them plan for students in need of remediation and enrichment. Data will provide for student-centered PLC conversation and teacher reflection. The IXL program will be available for all students and used in all core classrooms to help move students toward proficiency on assessments.

Details:

Annual subscription (2021-2022 school year) IXL site license with unlimited instructor accounts in the subject areas of Math, ELA, Science and Social Studies

Total Cost: = \$26,250.00 (Quote #2062981-0121)

Motion: to approve Title I Funds to pay for Annual Subscription IXL site licenses with unlimited instructor accounts. LaVergne Middle's Title I School Funds will pay 100% of this cost.



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

RENEWAL QUOTE

QUOTE # 2062981-0121
DATE: JANUARY 18, 2021

TO:

Akilah King
Laverne Middle School
382 Stones River Rd
Laverne, TN 37086

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
William Smalls	A18-2062981	July 31, 2021 – July 31, 2022	July 31, 2021

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 6-8: 1,250 students) Subjects: Math, ELA, Science, and Social studies <i>Unlimited instructor accounts included</i>	\$26,250.00	\$26,250.00
SUBTOTAL			\$26,250.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$26,250.00

Ordering instructions

We accept payment by purchase order, check, or credit card. School POs should be faxed to 650-372-4301 or e-mailed to orders@ixl.com. Please be sure to list the quote number on your payment or purchase order. For international accounts, we can accept wire transfers for an additional fee.



Latitude and Longitude: 35.784920, -89.503110 1 PROPOSED SITE PLAN

A1.00	PROJECT NO. DATE ISSUE DATE SHEET NO.	PROJECTIONS <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> PROPOSED SITE PLAN </div> <div style="border: 1px solid black; padding: 5px;"> <p>Rutherford County Public Safety Building</p> <p>6550 Highway 99, Rockvale, TN 37153</p> </div>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> KLINE SWINNEY ASSOCIATES </div> <div style="border: 1px solid black; padding: 5px;"> <p>22 middleton street nashville, tennessee 37210</p> <p>architecture + interior design + planning</p> </div>
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Past use of area to be disturbed:
Residual space not utilized during construction of school

AREA OF DISTURBANCE: 58,565 SF
VOLUME OF DISTURBANCE: 117,130 SF



Latitude and Longitude: 35.953830, -86.378420

1 PROPOSED SITE PLAN

PROJECT NO. 2022
DATE 11/10/2022
SHEET NO. 11
A1.00

REVISION	DATE	BY	CHKD

PROPOSED SITE PLAN

Rutherford County Public Safety Building
6309 Lebanon Rd.,
Murfreesboro, TN 37129

Scale: 1" = 200'



KLINE SWINNEY ASSOCIATES
architecture • interior design • planning

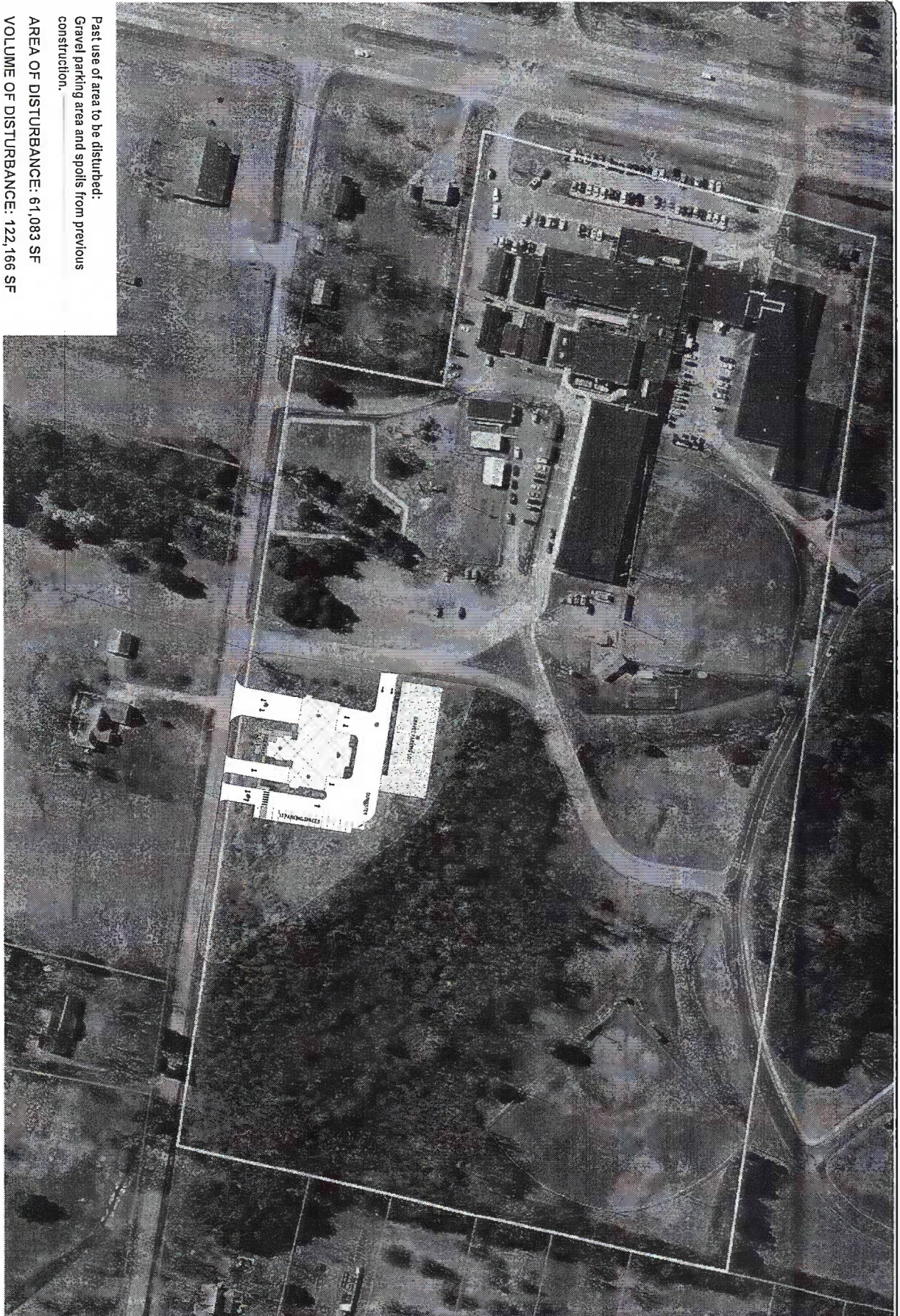
22 middleton street mshville, tennessee 37210

PROJECT NO. 2022
DATE 11/10/2022
SHEET NO. 11
A1.00

Past use of area to be disturbed:
Gravel parking area and spoils from previous
construction.

AREA OF DISTURBANCE: 61,083 SF

VOLUME OF DISTURBANCE: 122,166 SF



Latitude and Longitude: 35.729572, -86.408374

1 PROPOSED SITE PLAN

A1.00

REVISIONS

PROPOSED SITE PLAN
Rutherford County Public Safety Building
4675 Shelybyville Pike
Murfreesboro, TN 37127

**KLINE
SWINNEY
ASSOCIATES**
architecture + interior design + planning

22 middleton street nashville, tennessee 37210



institute for
multi-sensory
education

Contract Agreement

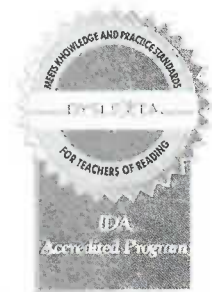
This contract agreed to on July 1, 2021, is between the Institute for Multi-Sensory Education ("IMSE"), whose address is 24800 Denso Drive, Suite 202, Southfield, MI 48033, and the Rutherford County Schools, whose address is 2240 Southpark Drive, Murfreesboro, TN 37128.

IMSE Comprehensive Orton-Gillingham Training (30-hour)

A hands-on, personalized session that provides an understanding of IMSE's enhanced Orton-Gillingham method and the tools necessary to apply it in the classroom. After participating in this training, teachers will be better able to assess, evaluate and teach children how to read, write, and spell proficiently.

Teachers will receive training with respect to:

- Phonemic awareness
- Multi-sensory strategies for reading, writing, and spelling
- Syllabication patterns for encoding / decoding
- Reciprocal Teaching for reading comprehension
- Multi-sensory techniques for sight words
- Student assessment techniques
- Guidelines for weekly lesson plans



Materials Provided by IMSE:

- *IMSE Comprehensive Training Manual*
- *IMSE Assessment Manual*
- *Recipe for Reading*
- *Phonological Awareness Book*
- *IMSE Comprehensive Syllable Division Word Book*
- Syllable Division Cards
- *Interventions for All: Phonological Awareness*
- IMSE Phoneme/Grapheme Card Pack
- Blending Board
- IMSE Decodable Readers Set 1: Digital Copy
- Access to IMSE's Interactive OG for 2 years
- Access to IMSE's Online Refresher Video for 1 year

Participants will need to bring the following supplies to the first day of training:

- Red crayon
- Green crayon
- Sticky notes
- Notebook
- Scissors
- Glue

24800 Denso Drive, Ste 202, Southfield, MI 48033

T: 800-646-9788

Cost:

Training Fees	
Participants	Training Price
20-24	\$30,330.00
25-29	\$36,580.00
30-34	\$42,830.00
35-39	\$49,080.00
40-44	\$52,180.00
45-54	\$60,330.00
55-64	\$70,330.00

***This training is only available October-April.**

This is a flat fee which includes tuition, materials, shipping, and instructor travel. Materials are provided only for participants attending the training dates listed above. Any extra training materials must be returned to IMSE.

IMSE will prepare and ship training materials based on the agreed number of participants provided at least 30 days prior to the training start date. Additional participants are welcome, however, IMSE must be notified no less than 7 days prior to the training start date and express processing /shipping fees shall apply. If the attendance is less than the number of participants provided to IMSE by the School/School District, then all extra materials must be returned to IMSE, shipping and handling fees shall apply. The IMSE Instructor will prepare boxes for FedEx to return ship; however, it is the School/School District's sole responsibility to make sure that all of the IMSE Instructor boxes are sent back to IMSE via FedEx. Unless expressly authorized by IMSE in writing, in no event shall all or any part of the training be videotaped or recorded.

Confirmation of Training

We require your signed contract within one month of the stated contract date. Until we have a signed contract with you, your contract/training date is not guaranteed.

Cancellation Policy

IMSE requires a \$1000 cancellation fee, in the event that the School/School District cancels or reschedules the training within 30 days of the training start date.

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IMSE highly recommends a live virtual training option for the protection of all participants and the instructor. School/School District can convert from in-person training to a virtual format up to a week prior to training start date at no additional cost. Please see additional COVID-19 protocol and waiver for in-person training.

IMSE shall have the right to cancel and/or reschedule the training in its sole discretion if in-person protocols are not met.

COVID 19 Post Vaccine Protocol for IMSE's In-Person Trainings

In preparation for running live in-person trainings for districts again, IMSE has developed the following protocol:

- All existing state executive health orders must be communicated to the trainer and the participants ahead of time, and be followed during the entire training.

In addition to any state executive orders, IMSE is requesting that the client commits to the following:

- Participants must be socially distanced, at least 3 feet, from the trainer at all times.
- Face masks are required at all times for any participant who has not been vaccinated
- IMSE requests that participants monitor their own health and verify that they are not ill, to the best of their ability, every morning before attending the training.

IMSE commits to the following:

- IMSE will only send trainers who have been fully vaccinated to conduct live in-person trainings.
- The trainer is responsible for checking their own temperature and verifying that they are not ill, to the best of their ability, every morning before attending the training.
- In addition, they must :
 - not have been in contact with a COVID-19 patient in past 14 days
 - not have traveled out of the country in the past 14 days
 - be free of COVID 19 symptoms: cough, shortness of breath, fever
- If a trainer becomes ill, the remaining days of the training will be rescheduled or conducted virtually.

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Coronavirus Waiver for In-Person Training

Coronavirus/COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person related contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of large groups of people. The Institute for Multi-Sensory Education, L.L.C. ("IMSE") cannot guarantee that you will not become infected with COVID-19 when participating in a Training. Furthermore, engaging in a Training could increase your risk of contracting COVID-19.

By signing this Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by engaging in a Training and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at a Training may result from the actions, omissions, or negligence of myself and others, including, but not limited to, IMSE owners, employees, volunteers, or other participants.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to me (including, but not limited to, personal injuries, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at a Training. On my behalf I hereby release, covenant not to sue, discharge, and hold harmless IMSE, its owners, members, employees, contractors, agents, and representatives, of and from the claims related to COVID-19, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to the virus. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of IMSE, its owners, members, employees, contractors, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Training.

24800 Denso Drive, Ste 202, Southfield, MI 48033

T: 800-646-9788

Intellectual Property

IMSE provides various training and related materials, supplements, information, quizzes, tests, questions, articles, and other information including, but not limited to, *IMSE Comprehensive Training Manual*, *IMSE Assessment Manual*, *Recipe for Reading*, *IMSE Comprehensive Syllable Division Word Book*, *How to Teach Spelling*, and *IMSE Phoneme/Grapheme Card Pack* (the "Materials"). IMSE authorizes the School/School District to utilize the Materials in connection with the training and for use in the classroom only.

Unless expressly authorized by IMSE, the Materials shall not be copied or reproduced in any fashion. Further, the School/School District shall not modify the Materials in any way or reproduce, share, distribute or utilize them to perform unauthorized trainings.

The School/School District acknowledges that IMSE owns certain trademarks and copyrights hereinafter referred to as the "Intellectual Property."

The Intellectual Property includes all trademark registrations and unregistered trademark usages of IMSE, Reading Venture One LLC, INSTITUTE FOR MULTI-SENSORY EDUCATION, SENSATIONAL SAND, SEE HEAR FEEL THE DIFFERENCE including both word mark and design applications and other certain brands, trademarks and services marks owned and used by IMSE.

The Intellectual Property further includes all copyrights, both registered and unregistered, owned and used by IMSE, any non-registered copyrights in the Materials, any and all authorized or unauthorized video and audio recording created by the School/School District discussing the Materials and any and all authorized or unauthorized modified Materials produced by the School/School District.

IMSE shall have and shall retain ownership of all right, title and interest in and to Materials and Intellectual Property enumerated herein.

Unless expressly indicated otherwise herein by IMSE, even if the School/School District has previously obtained IMSE's written permission to use any Materials, the School/School District agrees to obtain written consent each time before using the Materials enumerated above.

Except as expressly stated herein, the School/School District acknowledges that it has no right, title, or interest of any kind on any legal basis in or to the Materials or the Intellectual Property enumerated above.

Upon termination of this agreement, the School/School District agrees to immediately return to IMSE any printed and/or recorded Materials and/or Intellectual Property that the School/School District may have in its possession or control.

Indemnification of IMSE

To the extent allowed by Tennessee law, the School/School District, and its successors and assigns shall indemnify and hold harmless IMSE and its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assigns from and against any and all claims, liabilities, losses, costs or expenses, including but not limited to actual attorney fees and related costs and expenses, and damages, whether known or unknown, joint or several, incurred by such parties and related to or arising in any manner whatsoever from the performance of this engagement.

IMSE may, but is not required, to engage at the expense of the School/School District separate counsel of our choice in connection with any legal matter to which this indemnification may relate.

Limitation of Liability

IMSE and any of its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assigns shall not be liable for any loss or damage except as is a direct result of IMSE's intentional breach of any material provision of this engagement or willful misconduct. In no case shall IMSE be liable for special, incidental, consequential, punitive or exemplary damages, including lost profits or lost savings, whether or not such are foreseeable or IMSE has been advised of the possibility of such damage. IMSE's liability, if any, under or in relation to this engagement and the services hereunder will be limited to the amount of payment actually received by IMSE in relation to this engagement.

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor will be considered to be an agent, distributor, partner, fiduciary, or representative of the other. Except as authorized herein, neither party will act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

Confidentiality

The School/School District shall keep all Materials confidential, and shall not sell, publicize, upload, video record, audio record, loan, rent, giveaway, describe, summarize, or otherwise reveal the Materials or their contents, to any other person or entity. Any breach of these terms automatically terminates your authorized use of the Materials and may be subject to further action.

Severability

If any portion of this agreement is determined to be invalid or unenforceable, the parties agree that the remainder of this agreement will be valid and enforceable.

Entire Agreement

This agreement represents the entire understanding of the parties relating to the engagement and may not be amended or modified in any respect except in writing signed by the parties.

24800 Denso Drive, Ste 202, Southfield, MI 48033

T: 800-646-9788

Governing Law

This agreement will be interpreted and construed under the laws of the State of Tennessee. The parties further agree that in the event of a dispute regarding this engagement or under this agreement, jurisdiction will be in the United States Middle District of Tennessee or the Circuit Court for Rutherford County.

Notices

All notices required or permitted to be delivered under this agreement will be sent, if to IMSE or the School/School District, at the addresses set forth in this agreement or to such other name or address as may be given in writing to the other party. All notices under this agreement will be sufficient if delivered by electronic mail or overnight mail.

24800 Denso Drive, Ste 202, Southfield, MI 48033

T: 800-646-9788

Dates of the In-Person Comprehensive Training are:
September 21-23 & October 26-27, 2021
Daily Times 8:00 AM - 3:30 PM to include lunch and breaks
in Murfreesboro, TN
30 contact hours

Please sign and return the contract and the school purchase order as soon as possible to:

Email: jessie@imse.com

Signatures below indicate acceptance of the terms outlined in this contract agreement.

Date: _____ Signed: _____

Name: _____

Date: _____ Signed: _____

Name: Jessica Brandon, IMSE Administrative Assistant

24800 Denso Drive, Ste 202, Southfield, MI 48033
T: 800-646-9788

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Use of the Internet	Descriptor Code: 4.406	Issued Date: 02/09/17
		Rescinds: 4.406	Issued: 06/16/11

The Board supports the right of staff and students to have reasonable access to various information formats and believes that it is incumbent upon staff and students to use this privilege in an appropriate and responsible manner.

Employees

Before any employee is allowed use of the District's internet or intranet access, the employee shall sign a written agreement, developed by the Director of Schools/designee that sets out the terms and conditions of such use. Any employee who accesses the district's computer system for any purpose agrees to be bound by the terms of that agreement, even if no signed written agreement is on file.

The Director of Schools shall develop and implement procedures for appropriate internet use which shall address the following:

1. Development of the Network and Internet Use Agreement.
2. General rules and ethics of internet access.
3. Guidelines regarding appropriate instruction and oversight of student internet use.
4. Prohibited and illegal activities, including but not limited to the following:¹
 - Sending or displaying offensive messages or pictures
 - Using obscene language
 - Harassing, insulting, defaming, or attacking others
 - Damaging computers, computer systems or computer networks
 - Hacking or attempting unauthorized access to any computer
 - Violation of copyright laws
 - Trespassing in another's folders, work, or files
 - Intentional misuse of resources
 - Using another's password or other identifier (impersonation)
 - Use of the network for commercial purposes
 - Buying or selling on the internet

Students

The Director of Schools shall develop and implement procedures for appropriate internet use by students. Procedures shall address the following:

1. General rules and ethics of internet use.
2. Prohibited or illegal activities, including, but not limited to:¹
 - Sending or displaying offensive messages or pictures
 - Using obscene language

- Harassing, insulting, defaming, or attacking others
- Damaging computers, computer systems or computer networks
- Hacking or attempting unauthorized access
- Violation of copyright laws
- Trespassing in another's folders, work, or files
- Intentional misuse of resources
- Using another's password or other identifier (impersonation)
- Use of the network for commercial purposes
- Buying or selling on the internet

INTERNET SAFETY MEASURES³

Internet safety measures shall be implemented that effectively address the following on District supported devices:

- Controlling access by students to inappropriate matter on the internet ~~and World Wide Web~~
- Safety and security of students when they are using electronic mail, chat rooms, and other forms of direct electronic communications
- Preventing unauthorized access, including "hacking" and other unlawful activities by students online
- Unauthorized disclosure, use and dissemination of personal information regarding students
- Restricting students' access to materials harmful to them

The Director of Schools/designee shall establish a process to ensure the District's education technology is not used for purposes prohibited by law or for accessing sexually explicit materials. The process shall include, but not be limited to:

- Utilizing technology that blocks or filters internet access (for both students and adults) to material that is obscene, child pornography or harmful to students
- Maintaining and securing a usage log
- Monitoring online activities of students

The Board shall provide reasonable public notice of its internet safety measures.²

Annually, a notification about the use of the internet and technology will be provided to parents/guardians and students. Parents/guardians may choose to opt-out and disallow their student from accessing the internet or technology by opting out on the provided form, and confirming the request with the District Office of Instructional Technology.

E-MAIL

Users with network access shall not utilize district resources to establish electronic mail accounts through third-party providers or any other nonstandard electronic mail system. All data including e-mail communications stored or transmitted on school system computers shall be monitored. Employees/students have no expectation of privacy with regard to such data. E-mail correspondence may be a public record under the public records law and may be subject to public inspection.³

1 INTERNET SAFETY INSTRUCTION⁴

2 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing
3 computer resources. The Director of Schools shall provide adequate in-service instruction on internet
4 safety. Parents/guardians and students will be provided with material to raise awareness of the dangers
5 posed by the internet and ways in which the internet may be used safely.

6 SOCIAL NETWORKING

- 7 1. District staff who have a presence on social networking websites are prohibited from posting
8 data, documents, photographs, or inappropriate information that is likely to create a material and
9 substantial disruption of classroom activity.
- 10 2. District staff are prohibited from accessing personal social networking sites on school computers
11 or during school hours except for legitimate instructional purposes.
- 12 3. The Board discourages district staff from socializing with students on social networking
13 websites. The same relationship, exchange, interaction, information, or behavior that would be
14 unacceptable in a non-technological medium is unacceptable when done through the use of
15 technology.

16 VIOLATIONS

17 Violations of this policy or a procedure promulgated under its authority shall be handled in accordance
18 with the existing disciplinary procedures of this District.

Legal References

1. TCA 39-14-602
2. 47 USCA §
3. TCA 10-7-512
4. TCA 49-1-221

Cross References

Use of Electronic Mail (e-mail) 1.805
School and System Websites 4.407
Controversial Materials 4.801
Student Publications 6.704

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Testing Programs	Descriptor Code: 4.700	Issued Date: 09/03/20
		Rescinds: 4.700	Issued: 09/18/19

1 *General*

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

- 4 1. Assist in promoting accountability;
- 5
- 6 2. Determine the progress of students;
- 7
- 8 3. Assess the effectiveness of the instructional program and student learning;
- 9
- 10 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 11
- 12 5. Analyze the improvements needed in each instructional area;
- 13
- 14 6. Assist in the screening of students with learning difficulties;¹
- 15
- 16 7. Assist in placing students in remedial programs;
- 17
- 18 8. Provide information for college entrance and placement; and
- 19
- 20 9. Assist in educational research by providing data.²

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

- 22 1. Determining specific purposes for each test;
- 23
- 24 2. Selecting the appropriate test to be given;
- 25
- 26 3. Establishing procedures for administering the tests;
- 27
- 28 4. Making provisions for interpreting and disseminating the results;
- 29
- 30 5. Maintaining testing information in a consistent and confidential manner; and
- 31
- 32 6. Ensuring that results are obtained as quickly as possible, especially when placement in a special
- 33 learning program might be necessary.

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

3 **WEIGHTING TCAP SCORES**

4 TCAP⁴ and EOC⁵ scores shall be included in students' second semester grades as follows:

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

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

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

12 **INTEREST INVENTORIES AND CAREER ASSESSMENTS⁶**

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

15 Career aptitude assessments shall be administered to 8th graders in order to inform the student's high
16 school plan of study. Upon receiving the results from these assessments, the school shall provide students
17 with information on any available career and technical education opportunities in which the student is
18 eligible to participate in.

19 **TESTING INFORMATION AND PARENTAL CONSENT**

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

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

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

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

- 1 4. The tentative date or dates that the test will be administered;
2
3 5. The time and manner in which parent(s)/guardian(s) and students will be notified of the results
4 of the test;
5
6 6. How parent(s)/guardian(s) can access the questions and answers on their student’s state-
7 required tests; and
8
9 7. If a board mandated test, how the test complements and enhances student instruction and
10 learning and how it serves a purpose distinct from state-required tests.
- 11 Testing information shall also be placed in student handbooks or other school publications that are
12 assessible to parent(s)/guardian(s) on an annual basis.

Legal References

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

Cross References

Student Surveys, Analyses, and Evaluations 6.4001
Student Records 6.600

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 09/18/19
		Rescinds: 5.200	Issued: 08/16/17

1 **SUSPENSION PENDING AN INVESTIGATION¹**

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

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

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

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

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

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

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

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

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

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

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

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

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

24 RESIGNATION

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

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

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

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

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

RETIREMENT

Retirement ~~shall mean~~ **is** a termination of services under conditions which will allow the employee to draw benefits from retirement plans and/or Social Security benefits. Employees eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system.

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

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

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

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

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b); Public Acts of 2021, Chapter No. 493
9. TCA 8-36-805
10. TCA 8-36-821

Cross References

Recommendations and File Transfers 5.203

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Non- Tenured Teachers	Descriptor Code: 5.201	Issued Date: 09/18/19
		Rescinds: 5.201	Issued: 08/16/17

SUSPENSION PENDING AN INVESTIGATION¹

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

SUSPENSION OF THREE DAYS OR LESS²

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

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

DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²

The Director of Schools may dismiss or suspend for more than three (3) days any non-tenured teacher during the contract year for incompetence, inefficiency, insubordination, improper conduct, or neglect of duty after giving the non-tenured teacher, in writing, due notice of the charges.

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

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

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

Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the affected employee within ten (10) working days following the close of the hearing. The employee may appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written decision to the employee. Written notice of appeal to the Board shall be given to the Director of Schools. Within twenty (20) days of receipt of notice, the Director of Schools shall prepare a copy of the proceedings, transcript, documentary, and other evidence presented and provide the Board a copy of the same.

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

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

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

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

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

NONRENEWAL

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

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

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

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

RESIGNATION

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

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

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

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

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

RETIREMENT

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

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

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

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

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

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

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

Legal References

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

Cross References

Recommendations and File Transfers 5.203

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Code of Conduct	Descriptor Code: 6.300	Issued Date: 05/04/21
		Rescinds: 6.300	Issued: 01/30/20

The Board delegates to the Director of Schools the responsibility of developing specific codes of conduct which are appropriate for each level of school.¹ Codes of conduct for students in pre-kindergarten or kindergarten shall utilize alternative disciplinary practices such as restorative practices, RTI²B, multi-tiered system of supports, and behavior intervention plans. Exclusionary discipline shall only be used as a measure of last resort.² The development of each code shall involve principals and staff members of each level and shall **be based on evidence-based behavior support and interventions.**³

The following levels of misbehavior and disciplinary procedures and options are standards designed to protect all members of the educational community in the exercise of their rights and duties and to maintain a safe learning environment where orderly learning is possible and encouraged.⁴ These misbehaviors apply to student conduct on school buses, on school property, and while students are on school-sponsored outings. Staff **members have the authority to enforce the code of conduct³ and shall ensure that disciplinary measures are implemented in a manner that:**⁵

1. Balances accountability with an understanding of traumatic behavior;
2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not allowed at school;
3. Minimizes disruptions to education with an emphasis on positive behavioral supports and behavioral intervention plans;
4. Creates consistent rules and consequences; and
5. Models respectful, non-violent relationships.

In order to ensure that these goals are accomplished, the school district shall utilize the following trauma-informed discipline practices: restorative practices, RTI²B, multi-tiered system of supports, and behavior intervention plans.

MISBEHAVIORS: LEVEL I

This level includes minor misbehavior on the part of the student which impedes orderly classroom guidelines or interferes with the orderly operation of the school, but which can usually be handled by an individual staff member.

Examples (not an exclusive listing)

- Classroom disturbances

- Classroom tardiness
- Cheating and lying
- Abusive language
- Failure to do assignments or carry out directions
- Wearing, while on the grounds of a public school during the regular school day, clothing that exposes underwear or body parts in an indecent manner that disrupts the learning environment⁶
- Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying, cyber-bullying, and/or hazing)

Disciplinary Procedures

- The staff member intervenes immediately.
- The staff member determines what offense was committed and its severity.
- The staff member determines who committed the offense and if he/she understands the nature of the offense.
- The staff member employs appropriate disciplinary options.
- The record of the offense and disciplinary action shall be maintained by the staff member.

Disciplinary Options (not an exclusive listing)

- Verbal reprimand
- Special assignment
- Restricting activities
- Counseling
- Withdrawal of privileges
- Issuance of demerits
- Strict supervised study
- Detention
- In-school suspension
- Community service
- Reteaching of expectations
- Restorative practices
- Behavior contract
- Mediation
- Mentoring

MISBEHAVIORS: LEVEL II

This level includes misbehavior whose frequency or seriousness tends to disrupt the learning climate of the school. These misbehaviors do not represent a direct threat to the health and safety of others but have educational consequences serious enough to require corrective action on the part of administrative personnel.

Examples (not an exclusive listing)

- Continuation of unmodified Level I misbehaviors
- School or class tardiness
- School or class truancy
- Using forged notes or excuses
- Disruptive classroom behavior
- Possession of a personal communication device when not authorized, if not drug related
- Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying, cyber-bullying, and/or hazing)

Disciplinary Procedures

- The student is referred to the principal for appropriate disciplinary action.
- The principal meets with the student and the staff member.
- The principal hears the accusation made by the staff member and allows the student the opportunity to explain his/her conduct.
- The principal takes appropriate disciplinary action and notifies the staff member of the action.
- The record of offense and disciplinary action shall be maintained by the principal.

Disciplinary Options (not an exclusive listing)

- Teacher/schedule change
- Mediation
- Modified probation
- Behavior modification programs
- Peer counseling
- Referral to outside agency
- Transfer
- Detention
- Suspension from school-sponsored activities or from riding school bus
- In-school suspension
- Out-of-school suspension
- Referral for RTI²B
- Revision
- Reteaching of expectations
- Referral to Tier 2 behavioral supports
- Restorative practices
- Review and revision of a behavior plan
- Behavior contract
- Mentoring
- Community Service

1 MISBEHAVIORS: LEVEL III

2 This level includes acts directly against persons or property but whose consequences do not seriously
3 endanger the health or safety of others in the school.

4 *Examples (not an exclusive listing)*

- 5 • Continuation of unmodified Level I and II misbehaviors
- 6 • Fighting
- 7 • Vandalism (minor)
- 8 • Use, possession, sale, distribution, and/or being under the influence of tobacco or
- 9 alcohol
- 10 • Use, possession, sale, or distribution of drug paraphernalia
- 11 • Stealing
- 12 • Threats to others (including staff)
- 13 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 14 cyber-bullying, and/or hazing)
- 15 • Elopement from classroom/school building
- 16 • Possession of fireworks not deemed an explosive by law enforcement

17 *Disciplinary Procedures*

- 18 • The student is referred to the principal for appropriate disciplinary action.
- 19 • The principal meets with the student and the staff member.
- 20 • The principal hears the accusation and allows the student the opportunity to explain
- 21 his/her conduct.
- 22 • The principal takes appropriate disciplinary action.
- 23 • The principal may refer the incident to the Director of Schools and make
- 24 recommendations for consequences.
- 25 • If the student's program is to be changed, adequate notice shall be given to the student
- 26 and his/her parent(s)/guardian(s) of the charges against him, his/her right to appear at a
- 27 hearing, and his/her right to be represented by a person of his/her choosing.
- 28 • Any change in school assignment is appealable to the Board.
- 29 • The record of offense and disciplinary action shall be maintained by the principal.

30 *Disciplinary Options (not an exclusive listing)*

- 31 • In-school suspension
- 32 • Detention
- 33 • Restitution from loss, damage, or stolen property
- 34 • Out-of-school suspension
- 35 • Social adjustment classes
- 36 • Transfer
- 37 • Referral to Tier 2 or 3 behavioral supports
- 38 • Restorative practices
- 39 • Review and revision of a behavior plan

- Behavior contract
- Mentoring
- Community Service
- Development of a safety plan

MISBEHAVIORS: LEVEL IV

This level of misbehavior includes acts which result in violence to another's person or property or which pose a threat to the safety of others in the school. These acts are so serious that they usually require administrative actions which result in the immediate removal of the student from the school, the intervention of law enforcement authorities, and/or action by the Board.

If a student's action poses a threat to the safety of others in the school, a teacher, principal, school employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or death to another person.⁷

Examples (not an exclusive listing)

- Continuation of unmodified Level I, II, and III behaviors
- Death threats
- Extortion
- Vandalism
- Theft/possession/sale of stolen property
- Arson
- Sexual misconduct not resulting in a charge deemed a zero tolerance in Policy 6.309.
- Marketing/Possession/distribution/sale/transfer of any substance which is represented to be or is substantially similar in color, shape, size or markings to a controlled substance
- Possession/use/sale/transfer of alcoholic beverages
- Possession/distribution of any drug paraphernalia
- Use/transfer of unauthorized substances
- Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying, cyber-bullying, and/or hazing)
- Off-campus criminal behavior that results in the student being legally charged and/or convicted with a felony or with what would have been a felony if the student were an adult, and the student's continued presence in school poses a danger to persons or property, or disrupts the educational process.⁶

Disciplinary Procedures

- The principal confers with appropriate staff members and with the student.
- The principal hears the accusations and allows the student the opportunity to explain his/her conduct.
- The parent(s)/guardian(s) are notified.
- Law enforcement officials are contacted.
- The incident is reported, and recommendations are made to the Director of Schools.

- If the student's placement is to be changed, adequate notice of the charges shall be given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a hearing.

Disciplinary Options (not an exclusive listing)

- Other hearing authority or Board action which results in appropriate placement
- Long-term out-of-school suspension
- Expulsion up to one (1) year
- Alternative schools
- Other hearing authority or Board action which results in appropriate placement

MISBEHAVIORS: LEVEL V (ZERO TOLERANCE OFFENSES)

The below offenses have been deemed zero tolerance offenses under state law and by Board Policy. Except offenses deemed reasoned judgment offenses, notated with an asterisk, the below offenses shall result in an expulsion for a period of not less than one (1) calendar year, subject to modification by the Director of Schools on a case-by-case basis. Reasoned judgment offenses allow the principal to take into consideration intent and other factors to determine the appropriate level of discipline. For additional information, see Board Policy 6.309.

- Unlawfully using or being under the influence of any narcotic or stimulant drug, prescription drug, or any other controlled substance (including marijuana/THC)
- Possessing unlawfully any narcotic or stimulant drug, prescription drug, or any other controlled substance (including marijuana/THC)
- Sale/distribution/transfer of any narcotic or stimulant drug, prescription drug or any other controlled substance (including marijuana/THC)
- Possession of a firearm
- Assault that results in bodily injury upon any teacher, principal, administrator, any other employee of the school, or a school resource officer
- Aggravated assault
- Bomb threat
- Possession of substances or devices deemed to be explosives by law enforcement
- Students charged with committing an on-campus violent felony listed in Board Policy 6.309
- Possession/use/transfer of dangerous weapons other than firearms.*
- Possession/use/transfer of other instruments and substances with the intent to do harm to self or others or in a manner that renders the item dangerous.*

Disciplinary Procedures

- The principal confers with appropriate staff members and with the student.
- The principal hears the accusations and allows the student the opportunity to explain his/her conduct.
- The parent(s)/guardian(s) are notified.
- Law enforcement officials are contacted.

- The incident is reported, and recommendations are made to the Director of Schools.
- If the student's placement is to be changed, adequate notice of the charges shall be given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a hearing.

Disciplinary Options

- For zero tolerance offenses, expulsion for no less than one (1) year. Student may make application for modification to the Director of Schools.
- For reasoned judgement offenses marked with an asterisk:
 - Suspension
 - Remandment
 - Expulsion up to one (1) year, with ability to apply for modification.

ADDITIONAL GUIDELINES:

1. A student shall not be suspended solely because charges are pending against him/her in juvenile or other court, unless the charge is one identified in Policy 6.309 as a zero-tolerance offense.
2. A principal shall not impose successive short-term suspensions that cumulatively exceed ten (10) days for the same offense.
3. A teacher or other school official shall not reduce or authorize the reduction of a student's grade because of discipline problems except in deportment or citizenship.
4. A student shall not be denied the passing of a course or grade promotion solely on the basis of absences except as provided by Board Policy.
5. A student shall not be denied the passing of a course or grade promotion solely on the basis of failure to:
 - a. Pay any activity fee;
 - b. Pay a library or other school fine; or
 - c. Make restitution for lost or damaged school property

Legal References

1. TCA 49-6-4005
2. TCA 49-6-3024
3. Public Acts of 2021, Chapter No. 77
4. TCA 49-6-4002
5. TCA 49-6-4109
6. TCA 49-6-4009
7. TCA 49-6-4008

Cross References

Traffic and Parking Controls 3.403
Procedural Due Process 6.302
Student Discrimination, Harassment, Bullying,
Cyber-bullying, and Intimidation 6.304
Bus Safety and Conduct 6.308
Zero Tolerance Offenses 6.309
Dress Code 6.310
Detention 6.315
Suspension 6.316
Safe Relocation of Students 6.4081

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Interference/Disruption of School Activities	Descriptor Code: 6.306	Issued Date:
		Rescinds: 6.306	Issued: 01/15/09

1 *General*

2 A student shall not engage in conduct which causes the disruption or interference with the operation of
3 the school while on school property, in school vehicles or buses, or at school-sponsored events,
4 whether on or off campus. The student shall not urge other students to engage in such conduct.

5 Employees are authorized to take reasonable measures to establish appropriate school behavior and
6 have the authority to control the conduct of any student while under the supervision of the school
7 district.¹

8 A student may receive disciplinary action ranging from verbal reprimand to suspension and/or expulsion
9 depending on the severity of the offense and the student's prior record.²

10 **REMOVAL OF STUDENT³**

11 If a student repeatedly or substantially interferes with the learning environment, the teacher may
12 submit a written request along with the required documentation to the principal/designee to remove the
13 student from the teacher's classroom. The student will be given notice of the rationale for the request
14 as well as the opportunity to offer an explanation.

15 The principal/designee will investigate the request and make a decision regarding the student's
16 placement. The principal will notify the teacher as to his/her decision.

17 If a teacher abuses or overuses the student removal process, the principal/designee shall address the
18 abuse or overuse with the teacher and may require the teacher to complete additional professional
19 development to improve the teacher's classroom management skills.

20 *Appeal Process*

21 If the teacher's request for removal is denied, he/she may file an appeal with the Director of
22 Schools/designee. He/she will review the teacher's request for removal as well as the decision of the
23 principal/designee and make a determination as to the student's placement.

Legal References

1. TCA 49-6-4102
2. TCA 49-6-3401
3. Public Acts of 2021, Chapter No. 77

Cross References

Code of Conduct 6.300
Suspension 6.316
Safe Relocation of Students 6.4081

Rutherford County Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: 4091 Safe Relocation of Students	Descriptor Code: 6.4081	Issued Date: 08/09/12
		Rescinds:	Issued:

Employees who are directly responsible for a student's education or who otherwise interact with students on a professional basis in the scope of their assigned duties may relocate a student from the student's present location to another location when such relocation is necessary for the student's safety or the safety of others.¹ If relocation is necessary, the process will comply with all special education laws. Such employees may also intervene in a physical altercation between two (2) or more students or between a student and a LEA district employee. Reasonable or justifiable force may be used to physically relocate or intervene in a conflict if a student is unwilling to cooperate.² If an employee is unable to resolve the matter with the use of reasonable or justifiable force are required, the student shall be allowed to remain in place until such a time as local law enforcement officers or school resource officers can be summoned to relocate the student or take the student into custody until such a time as a parent or guardian can retrieve the student.

In the event that physical relocation becomes necessary, the teacher employee shall immediately file a brief report of the incident with the building principal. If the student's behavior constitutes a violation of the Board's zero tolerance policy, then the report shall be placed in the student's permanent record. Otherwise, the report shall be kept in the student's discipline record, and not become a part of that student's permanent record. The principal or the principal's designee shall notify the teacher employee involved of the actions taken to address the behavior of the relocated student.

The Director of Schools shall create procedures to implement this policy consistent with state law. Each building principal shall fully support the authority of the employees' authority to relocate a student and ensure appropriate implementation and reporting. under this policy and fully implement the policy and procedures of the system.

Legal References

1. Public Acts of 2021, Chapter No. 77
2. TCA 39-11-603; TCA 39-11-609 to 614

Cross References

Code of Conduct 6.300
Interference/Disruption of School Activities 6.306
Zero Tolerance Offenses 6.309
Special Education Students 6.500

Rutherford County Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: Boardsmanship Code of Conduct	Descriptor Code: 1.2021	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

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

MY RELATIONS TO THE CHILDREN

1. I will at all times think in terms of “children first,” always determining how my actions and decisions will affect the education and training of children.
2. I will seek to provide equal educational opportunities for all children.

MY RELATIONS TO MY COMMUNITY

1. I will endeavor to appraise fairly both the present and future educational needs of the community and to support improvements as finances permit.
2. I will represent at all times the entire school community and refuse to represent special interests or partisan politics.
3. I will endeavor to keep the community informed about the progress and needs of the schools.
4. I will represent the Board and the school district to the public in such a way as to promote both interest and support.
5. I will refer to other board members, staff, students, and the public with respect when using social media.

MY RELATIONS TO TEACHERS AND PERSONNEL

1. I will support the employment of those best qualified to serve as employees and insist on a regular and impartial evaluation of all staff.
2. I will support and protect personnel in performance of their duties.
3. I will not criticize employees publicly but will express any relevant concerns to the Director of Schools for investigation and action if necessary.

MY RELATIONS WITH OTHER BOARD MEMBERS

1. I will understand that the Board makes decisions as a team and that individual board members may not commit the Board to any action.
2. I will accept the will of the majority vote in all cases and give support to the resulting action.
3. I will work harmoniously with other board members without trying to dominate the Board or neglect my share of the work.
4. I will refuse to make promises as to how I will vote on a matter that will come before the Board.
5. I will make decisions only after a complete discussion of items at a board meeting.

MY RELATIONS WITH THE DIRECTOR OF SCHOOLS

1. I will support the full administrative authority as well as responsibility for the Director of Schools to properly discharge all professional duties.
2. I will hold the Director of Schools accountable for working with staff and requiring them to work within the framework of policies set up by the Board.
3. I will understand that the Board sets the standards for the school district through policy and that board members do not manage the district on a day-to-day basis.
4. I will refer all complaints and concerns to the Director of Schools and abstain from individual counsel and action in regard to staff members.

MY RELATIONS TO MYSELF

1. I will uphold the integrity and independence of the position.
2. I will become familiar with federal and state education laws and school board policies.
3. I will educate myself about my duties and responsibilities and current educational issues by individual study and through participation in programs providing needed information.
4. I will continually advocate for the goals of the school district.
5. I will vote and act impartially for the good of the school district.
6. I will avoid conflicts of interest, and I will refrain from using my position on the Board for personal or partisan gain.

- 1 7. I will attend all board meetings and become informed concerning the issues to be considered at
2 those meetings.
3
- 4 8. I will model civility to students, employees, and all elements of the community by encouraging
5 the free expression of opinion by all board members and engaging in respectful dialogue with
6 fellow board members on matters being considered by the Board.

Rutherford County Board of Education

Monitoring:

Review: Annually, in August

Descriptor Term:

Charter School Authorizing Principles

Descriptor Code:

1.900

Issued Date:

Rescinds:

Issued:

The Rutherford County Board of Education shall ensure that only high-quality charter schools are authorized to operate within the district and adhere to the State Board of Education's quality charter authorizing standards.¹ To accomplish this, the Board shall adopt the following authorizing principles that require charter schools to maintain high standards, while upholding school autonomy and protecting student and public interests.¹

MAINTAINING HIGH STANDARDS

Charter schools shall be held accountable for meeting the performance standards and targets set forth in their charter agreement. The Board shall close any charter school that fails to meet the standards and targets established in the charter agreement or set by state law.²

UPHOLDING SCHOOL AUTONOMY

Charter school governing boards shall be independent of the Board and have the authority to make instructional programming, financial, personnel, school culture, and scheduling decisions.

The Board shall only impose requirements on charter schools in its portfolio when there is a legal basis or compelling reason to do so.

PROTECTING STUDENT AND PUBLIC INTERESTS

The Board shall ensure clarity, consistency, and public transparency in authorizing policies, practices, and decisions of any charter school. The Board shall hold charter school governing boards accountable for being fiscally responsible and transparent.

Charter schools are part of the public education program and shall adhere to non-selective, nondiscriminatory practices and ensure the fair treatment of all students. They shall provide appropriate services to all enrolled students in accordance with state and federal laws.³ Charter school governing boards shall ensure fiscal responsibility and transparency.

Legal References

1. TCA 49-13-108(f); State Board of Education Policy 6.111; TRR/MS 0520-14-01-.01
2. TCA 49-13-111, TCA 49-13-120, TCA 49-13-122
3. TCA 49-13-111

Rutherford County Board of Education

Monitoring:

Review: Annually, in August

Descriptor Term:

Charter School Agreements

Descriptor Code:

1.902

Issued Date:

Rescinds:

Issued:

Charter agreements shall articulate the rights and responsibilities of each party regarding school autonomy, funding, administration and oversight, outcomes, measures for evaluating success or failure, performance consequences, and other material terms. These agreements shall be separate from the application and contain terms and performance standards under which the school shall operate. RCS will not require a charter school to sign a separate charter agreement from the application.¹

All charter agreements shall:¹

1. Clearly state the rights and responsibilities of the school and the authorizer;
2. State and respect the autonomies to which schools are entitled (e.g. programming, staffing, budgeting, and scheduling);
3. Define performance standards, criteria, and conditions for renewal, intervention, revocation, and non-renewal;
4. State when the authorizer fee will be collected;
5. Establish the consequences for meeting or not meeting standards;
6. State the statutory, regulatory, and procedural terms and conditions for the school's operation;
7. State reasonable pre-opening requirements or conditions for new schools to ensure that they meet all health, safety, and other legal requirements prior to opening;
8. State the responsibility and commitment of the school to adhere to essential public education obligations, including admitting and serving all eligible students so long as space is available, and not expelling or counseling out students except pursuant to a legal discipline policy approved by the Board; and
9. State the responsibilities of the school and the authorizer in the event of school closures.

Legal References

1. TCA 49-13-110; State Board of Education Policy 6.111

Rutherford County Board of Education

Monitoring:

Review: Annually, in August

Descriptor Term:

Charter School Oversight

Descriptor Code:

1.903

Issued Date:

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

Rescinds:

Issued:

1 *General*

2 The Board shall oversee and annually evaluate charter schools to ensure they meet the performance
3 standards and targets set forth in the charter school agreement.¹ The Board shall create a
4 comprehensive performance, accountability, and compliance monitoring system based on the charter
5 school agreement and communicate the results to each charter school. At a minimum, the monitoring
6 system shall address academic, financial, and organizational performance standards as outlined in the
7 charter school agreement and required by the State Board of Education.¹ The Board shall utilize the
8 results when making renewal, revocation, and intervention decisions.

9 The Board shall communicate with the charter schools in its portfolio as needed, including both the
10 charter school leader and governing board, and provide timely notice of any material charter school
11 agreement violations and performance deficiencies.

12 The Board shall articulate and enforce stated consequences for failing to meet performance
13 expectations or compliance requirements.

14 **SITE VISITS**

15 A site visit to each charter school shall be conducted annually. The purpose shall be to collect data and
16 other qualitative information that cannot be obtained otherwise. The Director of Schools shall develop
17 a site visit procedure that outlines the expectations of charter schools prior to, during, and after the site
18 visit, including review of the documents and data, classroom observations, and interviews. These visits
19 shall minimize operational interference.

20 The Board shall provide the charter school with a report that summarizes the charter school's
21 performance. The report shall provide an analysis of relevant data and include general
22 recommendations, if applicable.²

23 **CHARTER SCHOOL REPORTING**

24 Charter schools shall provide the information required by the charter school agreement and state law to
25 the Board. The Director of Schools shall develop a reporting calendar that defines and communicates
26 the process, methods, and timing of gathering and reporting data to the Board.²

27 By September 1st, the governing body of an approved charter school shall make a written report to the
28 Board.³ The annual report shall include:

1. A report on the progress of the charter school in achieving the goals outlined in the charter school agreement;
2. A financial statement disclosing the financial health of the charter school, including the costs of the administration, instruction, and other spending categories of the charter school; and
3. A detailed accounting, including the amounts and sources, of all funds received by the charter school, other than the funds received per state law.⁴

This reporting requirement shall begin in the year after the year in which the charter school begins operation.

Multiple charter schools overseen by a single governing board shall report their performance as separate, individual charter schools. Each charter school shall be independently accountable for its performance.

Each charter school governing body shall submit an annual audit of all accounts and records, to include internal school activity and cafeteria funds, to the Board, the Commissioner of the Department of Education, and Comptroller of the Treasury as soon as practical after June 30th.⁵

AUTHORIZER REPORTING AND REVIEW

By December 1st, the Board shall report to the Department of Education detailing the authorizer fees collected in the previous school year and the authorizing obligations fulfilled using the fee.⁶ By January 1st, the Board shall submit an annual authorizer report to the Department of Education and the State Board of Education.⁷ The Director of Schools shall prepare the reports and provide the information to the Board prior to submission.

Legal References

1. TCA 49-13-111(d); State Board of Education Policy 6.111
2. State Board of Education Policy 6.500
3. TCA 49-13-120(a), (b)
4. TCA 49-13-112(a), (f)
5. TCA 49-13-127
6. TCA 49-13-128(f)
7. TCA 49-13-120(c)

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Intervention	Descriptor Code: 1.904	Issued Date:
		Rescinds:	Issued:

*General*¹

The Board shall develop a clear plan for monitoring charter schools that shall be set forth in the charter agreement. If the Board identifies a deficiency in charter school operations, the Director of Schools/designee shall communicate the problem to the charter school. Any intervention shall be proportionate to the identified problem and adhere to the provisions of the charter agreement.

INTERVENTION¹

The Director of Schools/designee shall give the charter school timely notice of any charter agreement violations or performance deficiencies requiring intervention. Notices shall state the:

1. Deficiency;
2. Applicable regulatory, performance, or contractual provision(s) not achieved;
3. Expected remedy; and
4. Timeframe by which the Board expects the deficiency to be remedied or a corrective action plan to be submitted.

The Director of Schools shall provide charter schools with reasonable time and opportunity to remedy the deficiency or to submit a corrective action plan.

REMEDIES¹

Charter schools shall be responsible for notifying the Board:

1. When a deficiency has been remedied;
2. If the charter school requires an extension of time to remedy a deficiency; or
3. If the charter school requests a modification to its corrective action plan.

Legal References

1. State Board of Education Policy 6.111

Rutherford County Board of Education

Monitoring:

**Review: Annually, in
September**

Descriptor Term:

Charter School Renewal

Descriptor Code:

1.905

Issued Date:

Rescinds:

Issued:

1 CUMULATIVE PERFORMANCE REPORT

2 Three (3) months prior to the date on which a charter school is required to submit a renewal
3 application, the Director of Schools/designee shall submit a performance report to the charter school.¹

4 APPLICATION AND EVALUATION

5 No later than April 1st of the year prior to the year in which the charter school agreement expires, the
6 governing body of a charter school shall submit a renewal application to the Board.¹

7 The Director of Schools/designee shall conduct a renewal evaluation site visit to each charter school
8 that submits a charter school renewal application.¹

9 The Board will make renewal decisions by February 1st in the year the charter school agreement
10 expires.

11 RENEWAL CRITERIA

12 The Board shall make its renewal decision based on the renewal application, annual progress reports,
13 and renewal performance report.

Legal References

1. TCA 49-13-120; State Board of Education Policy 6.111; TCA 49-13-121

Rutherford County Board of Education

Monitoring:

Review: Annually, in August

Descriptor Term:

Charter School Revocation

Descriptor Code:

1.906

Issued Date:

Rescinds:

Issued:

General

The Board shall revoke a charter school agreement if the charter school:¹

1. Failed to meet or make significant progress towards the minimum performance requirements set forth in the charter school agreement;
2. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter school agreement;
3. Failed to meet generally accepted standards of fiscal management; or
4. Performed any of the acts that are conditions for non-approval of charter schools under state law.

NOTICE

The Director of Schools/designee shall notify the charter school of the Board's intent to revoke the charter school agreement in writing at least thirty (30) days prior to the revocation.²

Within ten (10) days of the Board voting to renew, not renew, or revoke a charter school agreement, the Director of Schools/designee shall report the Board's decision to the Department of Education. The Director of Schools/designee shall also provide a copy of the Board's resolution setting forth the decision and the reasons for the decisions.³

REVOCATION DUE TO PRIORITY STATUS

The Board may revoke a charter school agreement if the charter school is identified as a priority school under state law. Revocation shall take effect immediately following the close of the school year in which the charter school is identified as a priority school.⁴

The Board shall revoke a charter school agreement if the charter school is identified as a priority school for two consecutive cycles (beginning in 2017). Revocation shall occur immediately after the close of the school year in which the charter school is identified as a priority school for the second consecutive cycle.

Revocation under this section is final and not subject to appeal. A charter school that is scheduled to close due to priority status is entitled to a review by the Tennessee Department of Education to verify the accuracy of the data used to identify the public charter school as a priority school.⁴

1 PROCEDURES FOR CLOSURE

- 2 The Director of Schools shall develop administrative procedures regarding charter school closures
3 prior to the Board denying renewal or revoking a charter school agreement.⁵

Legal References

1. TCA 49-13-122(b); State Board of Education Policy 6.111
2. TCA 49-13-122(c)
3. TCA 49-13-122(e)
4. TCA 49-13-122(a); State Board of Education Policy 6.110
5. TCA 49-13-130

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Home Schools	Descriptor Code: 6.202	Issued Date:
		Rescinds:	Issued:

1 General

2 A home school is a school conducted or directed by parent(s)/guardian(s) for their own children. Home
3 schools which teach grades K-12 where the parent(s)/guardian(s) are associated with an organization
4 that conducts church-related schools¹ are exempt from the following provisions but shall follow
5 procedures issued by the State Department of Education.

6 A parent/guardian wishing to conduct a home school shall meet the following requirements:²

- 7 1. Provide annual notice to the Director of Schools before the commencement of each school year of
8 the intent to conduct a home school;
- 9 2. Submit to the Director of Schools the name, number, age, grade level of children involved, location
10 of the school, curriculum to be offered, proposed hours of instruction, and qualifications of the
11 parent-teacher;
- 12 3. Maintain attendance records, subject to inspection by the Director of Schools;
- 13 4. Submit attendance records to the Director of Schools at the end of each school year;
- 14 5. Provide instruction for at least four (4) hours per day for the same number of instructional days as
15 are required by state law;³
- 16 6. Possess a high school diploma, GED, or HiSET;⁴
- 17 7. Cooperate in the administration to home school students of appropriate tests by the Commissioner
18 of Education/designee or by a professional testing service in grades five (5), seven (7), and nine (9);
- 19 8. Take actions according to state law if home school student falls behind appropriate grade level;
- 20 9. Submit proof to the Director of Schools that the home school student has been vaccinated as required
21 by state law;⁵
- 22 10. Submit proof to the Director of Schools that other health services and examinations as required by
23 state law have been received by the home school student; and
- 24 11. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject,
25 employ a tutor having the same qualifications as required of parent-teacher.

If one or more of these requirements are not met, the Board authorizes the Director of Schools to take formal action to bring the child into compliance with the compulsory attendance law (until the child has reached age seventeen (17), either in the home school or in a public, private, or church-related school).

FACILITIES USE

School facilities shall be available for home school instruction only when all of the following conditions exist:

1. Special needs courses are being taught which require services unavailable to the home school student;
2. These services cannot be provided through any means other than the schools;
3. Requests for services are made known by the home school parent when notice is given to the Director of Schools of the intent to conduct a home school;
4. The Director of Schools investigates the request and makes recommendations to the Board;
5. No overcrowding, additional expenses, including providing transportation, or other special situations which interfere with the normal operation of the school district shall be incurred; and
6. Approval by the Board shall be on a case-by-case basis.

RECORD ACCEESS

The Director of Schools, through the Attendance Supervisor, shall have the attendance records of the home school inspected at least two (2) times each school year in order to provide assistance in implementing the compulsory attendance law.

STUDENT PERFORMANCE⁶

The Director of Schools shall develop administrative procedures regarding necessary consultations with home school parents in regard to student performance.

Legal References

1. TCA 49-50-801(a)
2. TCA 49-6-3050(b)
3. TCA 49-6-3004(a)
4. Public Acts of 2021, Chapter No. 493
5. TCA 49-6-5001
6. TCA 49-6-3050(b)(6)

Cross References

Compulsory Attendance Ages 6.201

Rutherford County Board of Education

Monitoring:

Review: Annually, in
November

Descriptor Term:

Virtual Education Program

Descriptor Code:

4.212

Issued Date:

Rescinds:

Issued:

1 General

2 The Rutherford County Board of Education virtual education program is a course or series of courses
3 offered by a school district to provide students a broader range of educational opportunities using
4 technology. Utilizing this program is temporary and shall not replace a student's regular instructional
5 program.¹ The Rutherford County Board of Education virtual education program will utilize mainly
6 asynchronous opportunities for students to remain engaged with the content and instruction offered in
7 the student's physical classroom for the period in which a student is temporarily not in school due to
8 testing positive for COVID-19, or being quarantined due to exposure to COVID-19. Educators may
9 make additional opportunities available as appropriate such as recorded lessons, check-in/one-on-one
10 virtual meetings, etc.

11 Class size ratios for the virtual education program shall comply with the requirements as outlined in
12 state law.²

13 Virtual education programs³ shall be made available to students for the following purposes:

- 14 1. Academic remediation, enrichment, or providing students access to a wider range of courses;
- 15 16 2. Continuity of educational service for students who are homebound;⁴ and
- 17 18 3. Continuity of educational service for students who are quarantining whether by testing positive
19 for COVID-19, or due to contact tracing/exposure to COVID-19;⁵

20 ELIGIBILITY AND PARTICIPATION REQUIREMENTS

21 Students shall be eligible to utilize a virtual education program if participating in one of the above
22 educational opportunities. The following factors shall also be taken into consideration when
23 determining eligibility:

- 24 1. Attendance;
- 25 26 2. Grades;
- 27 28 3. Technology survey; and
- 29 30 4. Appropriateness of the digital options in light of the individual student's needs and strengths.

1 **ATTENDANCE**

2 Student attendance in the virtual education program shall adhere to the general requirements of board
3 policy 6.200 and any relevant administrative procedures.

4 Methods of confirming student attendance shall include two or more of the following:

- 5 1. Students participating in a phone call/virtual calls with a teacher, with parent/guardian support
6 as appropriate for the age of the student;
7
- 8 2. Students participating in asynchronous virtual instruction;
9
- 10 3. Students completing work in a learning management system;
11
- 12 4. Students submitting work via hard-copy or virtual formats;

13 **REMOVAL FROM VIRTUAL EDUCATION PROGRAM**

14 A student may be removed from the virtual education program or denied future enrollment in a virtual
15 education program based on disciplinary issues, attendance issues, or poor academic performance.

16 Before a student is removed based on poor academic performance, the following interventions shall
17 occur:

- 18 1. Notification of parent/guardian; and
19
- 20 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and
21 academic performance.

22 **SPECIAL EDUCATION AND SECION 504**

23 Students receiving special education services shall receive the services contained in the continuous
24 learning plan incorporated into the student's IEP. To the extent the opportunities in the continuous
25 learning plan conflict with this policy, IEP teams shall meet to update the continuous learning plan
26 with a focus on using current instructional options to ensure the student receives a free and appropriate
27 public education.

28 Accommodations in student 504 plans should also be implemented to the extent they apply to the
29 virtual education program. Additional accommodations may need to be considered by the 504 team to
30 ensure the student can access the virtual education opportunities when needed.

Legal References

1. TRR/MS 0520-01-03-.05(2)
2. TCA 49-1-104(h); State Board of Education Policy 3.206
3. TCA 49-16-101; TRR/MS 0520-01-03-.05(2)(a)
4. TRR/MS 0520-01-02-.10; TRR/MS 0520-01-09-.07
5. TRR/MS 0520-01-13-.01(1)(d)(1)
6. TRR/MS 0520-01-02-.09

Cross References

Homebound Instruction 4.206
Credit Recovery 4.210
Alternative Education 6.319

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Emergency Sick Leave	Descriptor Code: 5.3051	Issued Date: 04/16/20
		Rescinds:	Issued:

- 1 For the 2021-2022 school year, employees will be granted up to five (5) days of paid leave to be utilized
2 one time if the employee is deemed a contact due to exposure to COVID-19 while working in their job
3 capacity for RCS. Emergency sick leave only applies to contacts of positive cases.
- 4 Employees who test positive for COVID-19 will need to utilize leave previously accrued by the
5 employee. If an employee exhausts their leave, the employee may apply to the sick bank for additional
6 days or discuss the need with their supervisor.
- 7 If an employee is required to quarantine longer than the number of days granted in this policy, the
8 employee shall utilize their previously accrued leave.
- 9 It is the expectation of Rutherford County Schools that employees required to quarantine by federal,
10 state, or local health authorities will comply with such orders. Employees utilizing emergency sick leave,
11 or any RCS leave, that are found to be misusing leave may be subject to discipline up to termination,
12 and the employee may be required to repay Rutherford County Schools for any misused paid leave.
- 13 This policy shall automatically expire on May 27, 2022.

Cross References

Sick Leave 5.302
Family and Medical Leave 5.305

Rutherford County Schools					
2021/22 Fund 177 Budget					
Major Capital Projects					
Budget Amendment					
				8/12/2021	
				Amendment #1	
Object	Description	Original Budget	Decrease	Increase	Amended Budget
34685	Comm for Capital Proj.	5,281,287	68,000.00	0.00	5,213,287
Revenues:		Original Budget	Decrease	Increase	Amended Budget
40110	Current Property Tax	5,504,943	0.00	0.00	5,504,943
40120	Trustee's Collect. - Prior Year	67,590	0.00	0.00	67,590
40130	Clerk & Master Collections	38,860	0.00	0.00	38,860
40140	Interest & Penalty	13,520	0.00	0.00	13,520
40150	Pick-Up Taxes	8,450	0.00	0.00	8,450
40161	Pay in Lieu of Taxes - TVA	524	0.00	0.00	524
	Total County Property Taxes	5,633,887	0	0	5,633,887
40270	Business Tax	236,550	0.00	0.00	236,550
40285	Development Tax	3,000,000	0.00	0.00	3,000,000
	Total Local Taxes	3,236,550	0	0	3,236,550
Total Revenue & Operating Transfers		8,870,437	-	-	8,870,437
Object	Description	Original Budget	Increase	Decrease	Amended Budget
72310-510	Board Of Education				
	Trustee's Commission	168,000	0.00	0.00	168,000
	Total Board of Education	168,000	0	0	168,000
91300	Education Capital Projects				
304	Architects		0	0	0
321	Engineering Services		0	0	0
335	Maint. & Repair Serv. - Bldgs.	7,565,917	68,000	0	7,633,917
399	Other Contracted Services		0	0	0
711	Furniture & Fixtures		0	0	0
722	Regular Instruction Equipment		0	0	0
790	Other Equipment (for Safety Items)	-	0	0	0
	Total Education Capital Projects	7,565,917	68,000	-	7,633,917
	Installation of a turn lane/ pick-up lane at Wilson Elementary School:				
	Due to increased enrollment, Wilson Elementary is currently in need of a dedicated				
	turn lane/pick up lane to accommodate the approximately 75% of the school's				
	students that ride in private vehicles to school each day. The installation of this				
	turn lane, on the edge of the school property, will enhance safety for our students				
	as it will provide a safe turn-in lane for vehicles that are currently backing up onto				
	Cutoff Road. The cost for this needed school traffic improvement is estimated at \$68,000				
	Recommended Motion: To allocate \$68,000 from committed fund balance in				
	Fund 177 to address this needed school traffic improvement at Wilson Elementary School				

Rutherford County Schools

School Nutrition Fund 143 Budget Amendment #1

Func_obj	Description	Original	Recruitment & Retention Bonus		Amended
		2021/22	Decrease	Increase	2020/21
		Budget			Budget
34570	Restricted Fund Balance	2,475,561		881,553	3,357,114
43521	Lunch payments-children	6,300,000			6,300,000
43522	Lunch payments-adults	210,000			210,000
43523	Breakfast pmts - children	575,000			575,000
43525	A la carte sales	725,000			725,000
44110	Investment income	20,000			20,000
44170	Misc. refunds (rebates)	-			-
44530	Sale of Equipment	-			-
44570	Contributions & gifts	-			-
46520	State school food service	180,000			180,000
46990	Other state revenues	-			-
47111	USDA reimb. - lunch	9,000,000			9,000,000
47112	USDA - commodities	1,552,000			1,552,000
47113	USDA reimb. - breakfast	2,500,000			2,500,000
47114	USDA reimb. - other	60,000		1,148,845	1,208,845
47590	Other Federal Through State	-			-
49800	Transfers In	-			-
	Revenue	21,122,000	-	1,148,845	22,270,845

Func_obj	Description	Amended	Increase	Decrease	Amended
		2020/21			2020/21
		Budget			Budget
72310-305	Audit Services	16,000			16,000
72310-513	Workers' Comp Insur	56,000			56,000
73100-105	Supervisor/Director	169,882	1,000		170,882
73100-119	Bookkeepers	106,340	1,000		107,340
73100-165	Cafeteria Personnel	8,126,577	222,000		8,348,577
73100-189	Other Salaries & Wages	290,712	3,000		293,712
73100-201	Social Security	548,713	14,074		562,787
73100-204	State Retirement	420,000	22,927		442,927
73100-206	Life Insurance	5,000			5,000
73100-207	Medical Insurance	1,200,000			1,200,000
73100-210	Unemployment Comp	15,000			15,000
73100-212	Employer Medicare	128,328	3,292		131,619
73100-299	Long Term Disability	7,700			7,700
73100-307	Communication	-			-
73100-336	Maint. & repair serv. - equip.	50,000			50,000
73100-348	Postage	2,500			2,500
73100-354	Transport.-commodity delivery	150,000			150,000
73100-355	Travel	18,000			18,000
73100-399	Other Contracted Services	500,000			500,000
73100-421	Food Preparation Supplies	1,100,000			1,100,000
73100-422	Food Supplies	7,700,000			7,700,000
73100-435	Office Supplies	25,000			25,000
73100-451	Uniforms	14,280			14,280
73100-469	USDA - commodities	1,000,000			1,000,000
73100-499	Other Supplies & Materials	170,000			170,000
73100-524	In-service/Staff Devel	32,000			32,000
73100-599	Other charges	20,350			20,350
73100-710	Equipment	20,000			20,000
99100-590	Maint. thru BOE (transfers)	20,000			20,000
	Total Expenditures	21,912,382	267,293	-	22,179,675

Chariman of the Board

Date

Director of Schools



John Price Buchanan Elementary School

Ashley Witt, *Principal*

Excellence in Progress

6050 Manchester Highway • Murfreesboro, TN 37127 • Phone 615.893.3651 • Fax 615.893.6222

July 27, 2021

Rutherford County Schools
Engineering and Construction
2240 Southpark Drive
Murfreesboro, Tennessee 37128

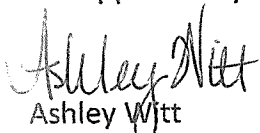
To Whom It May Concern:

Buchanan Elementary School's aging school sign needs replacing. This sign has been beaten and battered by the years of weather. The covers are cracking and breaking. Now, even small winds will take the letters off the sign leaving only partial information. This information is important as it reflects our commitment to the students, faculty and community.

The Buchanan Elementary School PTO began fundraising for a new digital sign in October of 2019. During that school year, the PTO voted to set aside \$5000.00 for a new sign. In the 2020-2021 school year, the BES PTO decided to not have a fundraiser so that families could move towards a financial recovery from the past year.

Wilson Bank and Trust has graciously agreed to make a donation to BES towards the replacement of our current sign. We not only appreciate their donation but their commitment to BES and the Rutherford County Schools.

We appreciate your consideration and we hope that you will join all involved in this project.


Ashley Witt
Principal

Please see the attached documents of interest:

RCS Campus Construction Application
Architectural Drawing of the New Sign
Quote from Witt Sign Company
Copy of Email from Wilson Bank and Trust

Rutherford County Schools
Application for Campus Construction Project

1. Buchanan Elementary School
2. Ashley Witt, Principal
3. School Sign Replacement – Digital Sign
4. Ashley Witt, Principal overseeing the project
5. School Communication
6. Yes
7. BES students, families, and community
8. \$24, 995.64 – Includes sign removal and installation. Negotiated Bid Form on file with the BES bookkeeper,
9. Wilson Bank and Trust - \$20,039.11
BES PTO - \$4,956.53
10. Wilson, Bank, and Trust (see attached email)- To the best of my knowledge – yes.
11. No loan required.
12. Yes, the sign is being replaced on the existing pole. Picture with elevation included.
13. Yes, Tony Faulk
14. Electric is already run to the current sign. The current sign is being replaced with a digital sign. We are currently not in the city limits, so no permit is needed per Mr. Faulk.
15. NA – Not new construction. The sign is being replaced and using the existing pole.
16. Not new construction.

17. Meeting with Andy Jakes at Wilson, Bank and Trust on Tuesday, August 3, 2021. Will send the dates as soon as we have met to finalize the plan.
18. Electricity has already been run to the sign. Mr. Faulk will verify that the voltage will be sufficient for the new sign.
19. Witt Sign Company – Lebanon, TN – Ben Williams, Sales Manager

Ashley Witt

From: Clare Marling <cmarling@wilsonbank.com>
Sent: Tuesday, July 27, 2021 8:31 AM
To: Ashley Witt
Subject: Wilson Bank- School Sign

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good Morning Ashley!

I hope that you are having a wonderful week so far. I just received word from Andy that we are ready to proceed with the sign!! How exciting! Would you have time next week to come and meet with us to go over the agreement and begin the process? If you will let me know some days and times that you are available and I will coordinate the appointment.

Thank you so much and I look forward to hearing from you!

Clare Marling

Wilson Bank & Trust

Assistant Office Manager

Phone: 615-904-6332 Fax: 615-848-3040
cmarling@wilsonbank.com
2640 South Church Street
Murfreesboro, TN 37133
Church Street

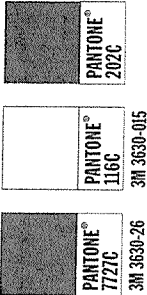
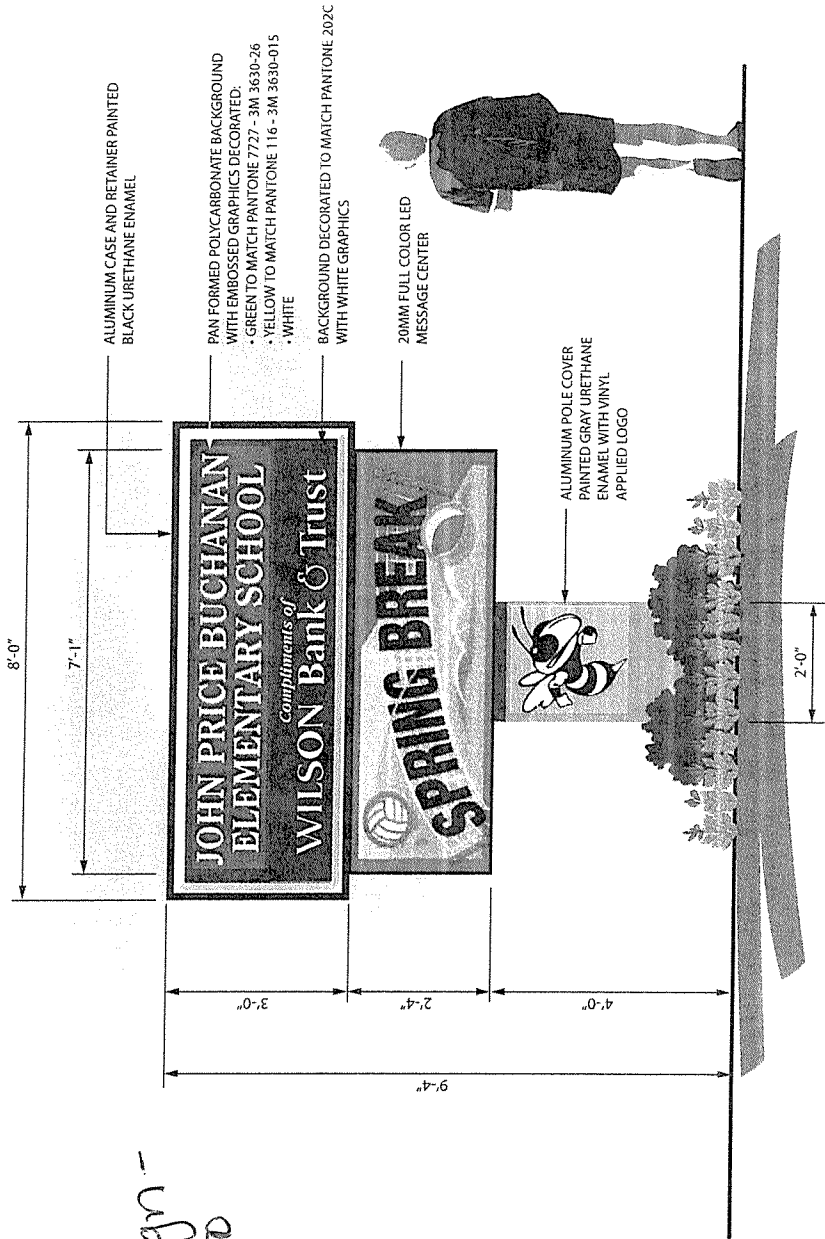


Others See a House. *We See Your New Home.*

Buy, Build or Refi Your Home. Great Rates. Friendly Service.
PowerOfPossibility.wilsonbank.com.

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*Requested Design -
Name of School to
be in white /
School Colors



R1 42.66 SQ. FT. DOUBLE FACE ILLUMINATED MONUMENT SIGN (ELEVATION)
SCALE: 1/2" = 1'-0"



P.O. Drawer 784
Lebanon, TN 37088-0784
Telephone 615-444-3898
Fax 615-444-3880
sales@witssign.com
www.witssigns.com

This design, and all rights to its use and reproduction remain the exclusive property of Wit Sign Co., Inc. and no part here of shall be used in any way without written consent of Wit Sign Co., Inc. for this design, valued at the estimate: \$940.00 © Copyright Wit Sign Co., Inc. 2021
SCALE: As noted when printed as 11" x 17" page

Design Number: 062821
Sheet Number: 1 of 1
Issue Date: 6/28/2021

Customer: John Price Buchanan School
Salesman: Ben Williams
Designer: Stockwell

Approved by: _____
Loaned to: _____
For Period of: _____

Revisions: _____
Date: _____
Date: _____
Date: _____



P. O. Drawer 784
Lebanon, TN 37088-0784
Telephone 615-444-3898
Fax 615-444-3880
wittsign@wittsign.com

SUBMITTED TO: Ashley Witt	PHONE: 615-893-3651	DATE 7/7/21
Name John Price Buchanan Elementary School	Job Name John Price Buchanan Elementary School	
STREET: 6050 Manchester Pike	STREET: 6050 Manchester Pike	
CITY: Murfreesboro	CITY: Murfreesboro	STATE: TN 37127
STATE: TN 37127	DESIGN NO:	DESIGN DATE:

We hereby Submit Specifications and Estimates for: Electronic Digital Sign
(A)

<input checked="" type="checkbox"/> 36 x 108 matrix, (5) lines, 20 MM/inch, 5.5", Full Color, double faced twin-pak Electronic Message Center Sign	\$16,829.00
<input checked="" type="checkbox"/> Crate & Shipping	Included
<input type="checkbox"/> Dell Dimension Entry Level PC w/ flat panel screen including Vivid Software, by customer	N/A
<input checked="" type="checkbox"/> ME Pro Plus Graphics Software	Included
<input type="checkbox"/> Fiber optic data cable	N/A
<input type="checkbox"/> Phone control	N/A
<input type="checkbox"/> RF wireless modem	Included
<input checked="" type="checkbox"/> Cell Modem (Lifetime Data)	Included
<input checked="" type="checkbox"/> Temp sensor	Included
<input type="checkbox"/> Up to 10 hours on site and / or over the phone software training	N/A
<input checked="" type="checkbox"/> Installation, center pole, all labor, materials and equipment required	<u>2,082.00</u>
	\$18,911.00

Includes loading software package in customer's computer, bench testing in terminal and external electronic components at computer inside and at sign outside, plus running Electronic Message Center Sign through all test cycles.

(B) The modular(s) will be fabricated with an aluminum extrusion cabinet and/or steel frame covered with aluminum and finished in enamel. The modular(s) will be installed on customers' existing steel column(s) set firmly in concrete. Sign includes a pylon pole cover with logo in vinyl on 1st surface on two (2) sides

Internal illumination will be provided by LED lighting energized by LED power source and will be manufactured to National Electric Code Specifications, Underwriters Laboratories criteria and will feature the UL label, complete with outside disconnect switch

The faces will be pan formed high impact Lexan (solar grade) with embossed copy and/or flat painted copy with all painting on the second surface(s).

Total price including installation	\$8,237.00
Remove and dispose of customers existing sign	350.00
One (1) automatic electric photo cell (industrial grade)	<u>198.00</u>
	<u>8,785.00</u>
Total of A and B	\$27,696.00

Less Witt Sign Co., Inc. Special 5 % School Discount	<-1,384.80>
	\$26,311.20
Less Witt Sign Co., Inc. Special 5 % Prepayment Discount	<-1,315.56>
Total Prepay	\$24,995.64

Taxes not applicable

Computer to be furnished by the customer.

Customer is responsible for running electrical feeder lines, fiber optic data cable and / or RF cable from computer to outside of building and mounting sending modular on building.

Line artwork / vector file, to be furnished by the customer.

Plus permits and permit procurement as per the following unless itemized above, or all permits to be furnished by the customer.

Art redraws and/or requotations will be provided at \$85.00 per man hour
An extra charge will be made for the necessary sign erection permits, electrical permits and/or all other permits and licenses required plus the cost of securing same, or all permits and license required are to be furnished by the customer. This contract authorizes Witt Sign Co., Inc. to act as agent for the purpose of obtaining permits, variances and all necessary documents, approvals and inspections needed before any on-site signs will be allowed for installation and completion for the project being developed at the above address. Filing fees, professional services and consultation required in obtaining permits, variances and/or other documents including engineering necessary for securing permits and approvals will be charged at \$95.00 per man hour plus city planning and permit fees, county/parish, state, federal fees and electrical permit fees.
An extra charge will be made if excessive rock is struck or any unforeseen circumstances are encountered.
An extra charge will be made for all applicable taxes.
Prices quoted do not include feeder lines to operate proposed sign or lighting. Final electrical connections are to be made by others than Witt Sign Co., Inc.
Customer warrants he owns the property and/or building where the signage is to be installed, or has permission to install the signage on the property and/or the building, from the owner.
The parties agree that if the customer should breach the contract, Witt shall be entitled, without notice, to payment of all amounts then due. Customer further agrees to pay all reasonable attorney's fees and costs incurred in the collection of said amount.
This contract shall not become binding and enforceable until such time as it is accepted by an executive officer of Witt, at its office in Lebanon, TN.
The parties to this contract hereby agree to resolve all disputes arising out of and related to this contract pursuant to the laws of the State of Tennessee and further agree that since this contract has been originated, been offered and been accepted in the County of Wilson in the State of Tennessee, any claims arising under this contract may be filed in any Tennessee State Court in Wilson County of competent jurisdiction.

We hereby propose to furnish labor and materials -complete in accordance with the above specifications, for the sum of

Twenty Four Thousand Nine Hundred Ninety Five Dollars 64/100 (\$24,995.64) with payment to be made as follows:

Terms: A 5% School discount and a 5% prepayment discount have been allowed.

All materials used are of the highest quality. All work to be completed according to standard practices. Any alteration from specifications must be upon written order and charges adjusted. All agreements are contingent upon strikes, delays or accidents beyond our control

PRICES:	Monthly lease figures include total maintenance of displays, property taxes, insurance (including P.L. and P.D.)		Maintenance price below to be used with cash purchase only.	
	<div>60 month lease \$ <u> N/A </u> Mo. \$ <u> N/A </u> Deposit</div>	<div>120-month lease \$ <u> N/A </u> Mo. \$ <u> N/A </u> Deposit</div>	<div>Cash Sale \$ <u> 24,995.64 </u> \$ <u> N/A </u> Sales Tax \$ <u> Prepaid </u> Down Payment</div>	<div>Maintenance \$ <u> </u> Mo. \$ <u> </u> Deposit</div>

Sales Representative
(The signature of the sales representative is not binding upon Witt Sign Co., Inc. until accepted by an officer thereof)

WITT SIGN CO., INC.

By: _____

Title: _____

Date: _____

FIRM NAME

By: _____
(Print Name and Title)

_____, Guarantor

_____, Guarantor

Billing Address:



P. O. Drawer 784
Lebanon, TN 37088-0784
Telephone 615-444-3898
Fax 615-444-3980
wittsign@wittsign.com

SUBMITTED TO: Ashley Witt	PHONE: 615-893-3651	DATE 7/15/21
Name John Price Buchanan Elementary School	Job Name John Price Buchanan Elementary School	
STREET: 6050 Manchester Pike	STREET: 6050 Manchester Pike	
CITY: Murfreesboro	CITY: Murfreesboro	STATE: TN 37127
STATE: TN 37127	DESIGN NO:	DESIGN DATE:

We hereby Submit Specifications and Estimates for: Electronic Digital Sign – School Part (A)

<input type="checkbox"/> 36 x 108 matrix, (5) lines, 20 MM/inch, 5.5", Full Color, double faced twin-pak Electronic Message Center Sign	N/A
<input checked="" type="checkbox"/> Crate & Shipping	Included
<input type="checkbox"/> Dell Dimension Entry Level PC w/ flat panel screen including Vivid Software, by customer	N/A
<input checked="" type="checkbox"/> ME Pro Plus Graphics Software	Included
<input type="checkbox"/> Fiber optic data cable	N/A
<input type="checkbox"/> Phone control	N/A
<input type="checkbox"/> RF wireless modem	Included
<input checked="" type="checkbox"/> Cell Modem (Lifetime Data)	Included
<input checked="" type="checkbox"/> Temp sensor	Included
<input type="checkbox"/> Up to 10 hours on site and / or over the phone software training	N/A
<input checked="" type="checkbox"/> Installation, center pole, all labor, materials and equipment required	\$2,082.00
	\$2,082.00

Includes loading software package in customer’s computer, bench testing in terminal and external electronic components at computer inside and at sign outside, plus running Electronic Message Center Sign through all test cycles.

(B) The modular(s) will be fabricated with an aluminum extrusion cabinet and/or steel frame covered with aluminum and finished in enamel. The modular(s) will be installed on customers’ existing steel column(s) set firmly in concrete. Sign includes a pylon pole cover with logo in vinyl on 1st surface on two (2) sides

Internal illumination will be provided by LED lighting energized by LED power source and will be manufactured to National Electric Code Specifications, Underwriters Laboratories criteria and will feature the UL label, complete with outside disconnect switch

The faces will be pan formed high impact Lexan (solar grade) with embossed copy and/or flat painted copy with all painting on the second surface(s).

Remove and dispose of customers existing sign	NA
One (1) automatic electric photo cell (industrial grade)	NA
Total price including installation	3,410.00

Total of A and B \$5,492.00

Less Witt Sign Co., Inc. Special 5 % School Discount	<- 274.60>
	\$5,217.40
Less Witt Sign Co., Inc. Special 5 % Prepayment Discount	<-260.87>
Total Prepay	\$4,956.53
Taxes not applicable	

Computer to be furnished by the customer.

Customer is responsible for running electrical feeder lines, fiber optic data cable and / or RF cable from computer to outside of building and mounting sending modular on building.

Line artwork / vector file, to be furnished by the customer.

Plus permits and permit procurement as per the following unless itemized above, or all permits to be furnished by the customer.

Art redraws and/or requotations will be provided at \$85.00 per man hour
An extra charge will be made for the necessary sign erection permits, electrical permits and/or all other permits and licenses required plus the cost of securing same, or all permits and license required are to be furnished by the customer. This contract authorizes Witt Sign Co., Inc. to act as agent for the purpose of obtaining permits, variances and all necessary documents, approvals and inspections needed before any on-site signs will be allowed for installation and completion for the project being developed at the above address. Filing fees, professional services and consultation required in obtaining permits, variances and/or other documents including engineering necessary for securing permits and approvals will be charged at \$95.00 per man hour plus city planning and permit fees, county/parish, state, federal fees and electrical permit fees.
An extra charge will be made if excessive rock is struck or any unforeseen circumstances are encountered.
An extra charge will be made for all applicable taxes.
Prices quoted do not include feeder lines to operate proposed sign or lighting. Final electrical connections are to be made by others than Witt Sign Co., Inc.
Customer warrants he owns the property and/or building where the signage is to be installed, or has permission to install the signage on the property and/or the building, from the owner.
The parties agree that if the customer should breach the contract, Witt shall be entitled, without notice, to payment of all amounts then due. Customer further agrees to pay all reasonable attorney's fees and costs incurred in the collection of said amount.
This contract shall not become binding and enforceable until such time as it is accepted by an executive officer of Witt, at its office in Lebanon, TN.
The parties to this contract hereby agree to resolve all disputes arising out of and related to this contract pursuant to the laws of the State of Tennessee and further agree that since this contract has been originated, been offered and been accepted in the County of Wilson in the State of Tennessee, any claims arising under this contract may be filed in any Tennessee State Court in Wilson County of competent jurisdiction.

We hereby propose to furnish labor and materials -complete in accordance with the above specifications, for the sum of

Four Thousand Nine Hundred Fifty Six Dollars 53/100 (\$4,956.53) with payment to be made as follows:

Terms: A 5% School discount and a 5% prepayment discount have been allowed.

All materials used are of the highest quality. All work to be completed according to standard practices. Any alteration from specifications must be upon written order and charges adjusted. All agreements are contingent upon strikes, delays or accidents beyond our control

PRICES:

Monthly lease figures include total maintenance of displays, property taxes, insurance (including P.L. and P.D.)

Maintenance price below to be used with cash purchase only.

60 month lease
\$ N/A Mo.
\$ N/A Deposit

120-month lease
\$ N/A Mo.
\$ N/A Deposit

Cash Sale
\$ 4,956.53
\$ N/A Sales Tax
\$ Prepaid Down Payment

Maintenance
\$ Mo.
\$ Deposit

Sales Representative

(The signature of the sales representative is not binding upon Witt Sign Co., Inc. until accepted by an officer thereof)

FIRM NAME

By: (Print Name and Title)

, Guarantor

, Guarantor

WITT SIGN CO., INC.

Billing Address:

By:

Title:

Date:

MEMORANDUM OF AGREEMENT
AMONG
THE U.S. ARMY CORPS OF ENGINEERS, NASHVILLE DISTRICT,
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER, THE
CUMBERLAND RIVER COMPACT, THE SAM DAVIS MEMORIAL ASSOCIATION
AND THE RUTHERFORD COUNTY BOARD OF EDUCATION PURSUANT TO
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT AS
IMPLEMENTED BY REGULATIONS 36CFR § 800 CONCERNING THE REMOVAL OF
THE HISTORIC LOW-HEAD DAM ASSOCIATED WITH THE HISTORIC SAM DAVIS
HOME AND PLANTATION

SUBJECT: LRN-2018-00743: MITIGATION OF ADVERSE EFFECTS TO THE HISTORIC SAM DAVIS HOME AND PLANTATION (40RD23) AS A RESULT OF THE REMOVAL OF A LOW-HEAD DAM IN STEWART CREEK FOR A STREAM MITIGATION PROJECT, RUTHERFORD COUNTY, TENNESSEE, PURSUANT TO SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

WHEREAS, the U.S. Army Corps of Engineers, Nashville District (Corps) plans to issue a Department of the Army Permit to the Cumberland River Compact (CRC) to remove a historic low-head dam (the undertaking) pursuant to the Nationwide 27 (Aquatic Habitat, Restoration, Enhancement, and Establishment Activities) permit); and

WHEREAS, the undertaking consists of the removal of the historic low-head dam to restore Stewart Creek to free-flowing conditions; and

WHEREAS, the Corps has defined the undertakings area of potential effects (APE) as 3.0 of stream bank restoration areas comprised of six separate parcels. (Appendix A); and

WHEREAS, the Corps has caused an archaeological survey to be conducted in sufficient scope to identify and evaluate all archaeological resources within the APE and that the APE is located within the boundary of the Historic Sam Davis Home and Plantation (40RD23); and

WHEREAS, the low-head dam that is being removed has been determined to be contributing to the Listed Historic Sam Davis Home and Plantation (40RD23), and

WHEREAS, the Corps has determined that the undertaking will adversely affect the Historic Sam Davis Home and Plantation (40RD23), and has consulted with the TNSHPO pursuant to 36 C.F.R. part 800 of the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. 306108); and

WHEREAS, the CRC, The Sam Davis Memorial Association and Rutherford County Board of Education have been invited to be Signatories to this agreement

LRN-2018-00743: MITIGATION OF ADVERSE EFFECTS TO THE SAM DAVIS HOME (40RD23) AS A RESULT OF THE REMOVAL OF A LOW-HEAD DAM FOR A STREAM MITIGATION PROJECT, RUTHERFORD COUNTY, TENNESSEE, PURSUANT TO SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

WHEREAS, the Corps has consulted with the Absentee-Shawnee Tribe of Oklahoma, Alabama Coushatta Tribe of Texas, Cherokee Nation, Chickasaw Nation, Eastern Band of Cherokee Indians, Eastern Shawnee Tribe of Oklahoma, Muscogee (Creek) Nation, Oklahoma, Shawnee Tribe and United Keetoowah Band of Cherokee Indians in OK to consult regarding the effects of the undertaking on historic properties and invited to sign as concurring parties; and

WHEREAS, the Corps has invited the Rutherford County Historian (K. Gregory Tucker), Mr. George M. Waller, and Mr. Marty Luffman who have provided their concerns for the undertaking and invited them to sign as concurring parties; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the Corps has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the Corps and the TNSHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to mitigate the adverse effect of the undertaking to historic properties.

Stipulations

I. DAM RECORDATION AND INTERPRETATION

The Corps shall ensure that the following measures listed below are carried out by a professional meeting the applicable Secretary of the Interior's Professional Qualifications Standards (48FR 44716-740) on behalf of the CRC.

A. Low-head dam Recordation and Documentation.

Prior to authorizing any demolition or other activity that could damage any building, structure or landscape, the Corps will ensure that the low-head dam will be documented in accordance with the *Level I* standards and guidelines of the Historic American Engineer Record (HAER) (www.nps.gov/hdp/standards/index.htm).

B. Interpretive Signage.

The Corps shall ensure that the CRC will work with the Sam Davis Memorial Association to install an interpretive sign at or near the location of the low-head dam that is being removed. The language on the sign should be as follows:

LRN-2018-00743: MITIGATION OF ADVERSE EFFECTS TO THE SAM DAVIS HOME (40RD23) AS A RESULT OF THE REMOVAL OF A LOW-HEAD DAM FOR A STREAM MITIGATION PROJECT, RUTHERFORD COUNTY, TENNESSEE, PURSUANT TO SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

“This site was the location of a weir or low head dam that was constructed in the fall of 1939 by A.F. “Frank” Johns for \$775.00 and was paid for by the Sam Davis Memorial Association. According to oral tradition, the weir was built at the request of Andromedia ‘Media’ Davis Sinnott (1886-1980), a niece of Sam Davis who served as the first custodian of the property, who had asked for a reflection pool in Stewart Creek below the Creek House. The construction of the dam followed a trend of the 1930s that saw historic sites improved for better visitor experiences as sites across the country were preserved for heritage tourism purposes. During the mid-20th century, water from the pool was pumped to irrigate the lawn of the Historic Sam Davis Home. The low-head dam was removed in 2021 to restore Stewart Creek to its natural free flowing condition.”

A photograph of the low-head dam will also be included on the sign.

II. Reporting.

- A. The Corps shall submit digital drafts of the documents produced as a result of the *Level I* standards and guidelines of the HAER to the TNSHPO within sixty (60) days from the completion of fieldwork. The TNSHPO shall be afforded thirty (30) days to review and comment on all documents submitted in compliance with this agreement.
- B. The CRC shall submit the completed documents in final format to the Corps. The final documents will incorporate editorial comments provided by the TNSHPO and the Corps on the draft report.
- C. The CRC shall submit digital copies of the final report to the Corps. The Corps will provide digital copies to the TNSHPO the CRC, the Sam Davis Memorial Association and Rutherford County Board of Education. If desired, additional digital or hard copies of the report will be sent to the consulting parties, Tribes and ACHP.

III. Treatment of Human Remains and Funerary Objects

LRN-2018-00743: MITIGATION OF ADVERSE EFFECTS TO THE SAM DAVIS HOME (40RD23) AS A RESULT OF THE REMOVAL OF A LOW-HEAD DAM FOR A STREAM MITIGATION PROJECT, RUTHERFORD COUNTY, TENNESSEE, PURSUANT TO SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

Despite known human remains within the boundary of 40RD23, no evidence of them occurs within the APE of the undertaking.

- A. If any human remains are encountered during the course of the investigation, the construction contractor shall cease all construction activities within a 30 foot area around the remains and notify the coroner or medical examiner, local law enforcement, the Corps, and the Tennessee State Archaeologist. The Corps shall also notify the Consulting Tribes prior to resuming any ground disturbing activities in the area. Any exposed remains will be covered with cotton fabric and a thin layer of soil until an agreed upon course of action is approved.

IV. Post-Review Discovery

Pursuant to 36 CFR 800.13(b), the Corps, in consultation with the TNSHPO, shall make a reasonable and good faith effort to avoid or minimize any adverse effects to NRHP-eligible archaeological sites that may be discovered as a result of the low-head dam removal and stream restoration activities. In the unlikely event that adverse effects to previously undiscovered NRHP-eligible archaeological sites cannot be avoided or minimized, the Corps shall consult with the CRC, the Sam Davis Memorial Association, Rutherford County Board of Education and TNSHPO to resolve these adverse effects through execution of an amendment to this agreement document.

- A. In the event that previously unidentified archaeological resources are discovered during the project construction, the contractor shall cease all construction activities immediately within a 30-foot area around the resource. CRC shall notify the Corps and the TNSHPO within 24 hours of the discovery and shall take appropriate steps to immediately secure and protect the site.
- B. CRC shall hire a professional archaeologist meeting the Secretary of the Interior's standards to undertake any necessary investigation to provide as much information as possible concerning the cultural resource, such as resource type, location, and size, as well as any information on its significance. The investigation will be done in consultation with the Corps, TNSHPO and other concurring parties in order to obtain technical advice and guidance for the evaluation of the discovered cultural resource. Any investigation undertaken would follow all appropriate procedures for investigations and reporting

LRN-2018-00743: MITIGATION OF ADVERSE EFFECTS TO THE SAM DAVIS HOME (40RD23) AS A RESULT OF THE REMOVAL OF A LOW-HEAD DAM FOR A STREAM MITIGATION PROJECT, RUTHERFORD COUNTY, TENNESSEE, PURSUANT TO SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

requirements under applicable State and Federal requirements, including determinations of eligibility and the curation of recovered materials.

- C. The investigation will evaluate the resource's eligibility for inclusion in the NRHP. The results of the investigation will be formally submitted to the Corps archaeologist, the TNSHPO and other appropriate review agencies and parties for review and comment. The reviewing agencies and parties shall be afforded two (2) days to review and comment on the documents associated with unanticipated discoveries. All documents produced as a result of an unanticipated discovery will be distributed to the reviewing agencies and parties electronically via email.
- D. If it is determined that the cultural resource does not represent a potentially significant resource, and the Corps archaeologist is in receipt of a written comment from the review agencies, work may resume in the area of the unanticipated discovery.

V. Duration

This MOA will be null and void if its terms are not carried out within one (1) year from the date of its execution. Prior to such time, the Corps may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with 36 CFR § 800.6(c).

Following the execution of this MOA until it expires or is terminated, the Corps shall provide a quarterly summary to all parties to this MOA detailing work undertaken pursuant to its terms. The notification shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the Corps' efforts to carry out the terms of this MOA.

VI. Dispute Resolution

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Corps shall consult with such party to resolve the objection. If the Corps determines that such objection cannot be resolved, the Corps shall forward all documentation relevant to the dispute, including the Corps proposed resolution to the ACHP. The ACHP shall provide the Corps with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. If the ACHP does not provide its advice regarding the dispute within the thirty (30) days, the Corps may make a final decision on the

LRN-2018-00743: MITIGATION OF ADVERSE EFFECTS TO THE SAM DAVIS HOME (40RD23) AS A RESULT OF THE REMOVAL OF A LOW-HEAD DAM FOR A STREAM MITIGATION PROJECT, RUTHERFORD COUNTY, TENNESSEE, PURSUANT TO SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

dispute and proceed accordingly. Prior to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

VII. Amendments

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VIII. Termination

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult to seek an amendment to the agreement. Agreed to amendments will be effective on the date a copy signed by all of the signatories is filed with the ACHP. If the agreement is not amended, any signatory may terminate the agreement. If the agreement is terminated, the Corps shall either execute a new agreement with the signatories pursuant to 36 CFR § 800.6(c)(1) or request the comments of the ACHP pursuant to 36 CFR 800.7(a). The Corps shall notify the signatories as to the course of action it will pursue.

This agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same document.

Execution of this Memorandum of Agreement by the Corps and the TNSHPO, the CRC, the Sam Davis Memorial Association and Rutherford County Board of Education, and implementation of its terms, evidence that the Corps has taken into account the effects of the undertaking on historic properties in compliance with Section 106 of the National Historic Preservation Act.

LRN-2018-00743: MITIGATION OF ADVERSE EFFECTS TO THE SAM DAVIS HOME
(40RD23) AS A RESULT OF THE REMOVAL OF A LOW-HEAD DAM FOR A STREAM
MITIGATION PROJECT, RUTHERFORD COUNTY, TENNESSEE, PURSUANT TO
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

Signatory:

U.S. Army Corps of Engineers, Nashville District

TODD N. TILLINGER, P.E.
Chief, Regulatory

(Date)

LRN-2018-00743: MITIGATION OF ADVERSE EFFECTS TO THE SAM DAVIS HOME
(40RD23) AS A RESULT OF THE REMOVAL OF A LOW-HEAD DAM FOR A STREAM
MITIGATION PROJECT, RUTHERFORD COUNTY, TENNESSEE, PURSUANT TO
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

Signatory:

Tennessee State Historic Preservation Officer

E. Patrick McIntyre, Jr.
State Historic Preservation Officer

(Date)

LRN-2018-00743: MITIGATION OF ADVERSE EFFECTS TO THE SAM DAVIS HOME
(40RD23) AS A RESULT OF THE REMOVAL OF A LOW-HEAD DAM FOR A STREAM
MITIGATION PROJECT, RUTHERFORD COUNTY, TENNESSEE, PURSUANT TO
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

Concurring Party:

Cumberland River Compact.

Mekayle Houghton
Executive Director

(Date)

LRN-2018-00743: MITIGATION OF ADVERSE EFFECTS TO THE SAM DAVIS HOME
(40RD23) AS A RESULT OF THE REMOVAL OF A LOW-HEAD DAM FOR A STREAM
MITIGATION PROJECT, RUTHERFORD COUNTY, TENNESSEE, PURSUANT TO
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

Concurring Party:

Sam Davis Memorial Association.

C. Steve Murphree, Ph.D.
Sam Davis Memorial Association President

(Date)

LRN-2018-00743: MITIGATION OF ADVERSE EFFECTS TO THE SAM DAVIS HOME
(40RD23) AS A RESULT OF THE REMOVAL OF A LOW-HEAD DAM FOR A STREAM
MITIGATION PROJECT, RUTHERFORD COUNTY, TENNESSEE, PURSUANT TO
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

Concurring Party:

Rutherford County Board of Education.

Coy Young
Chairman

(Date)

LRN-2018-00743: MITIGATION OF ADVERSE EFFECTS TO THE SAM DAVIS HOME (40RD23) AS A RESULT OF THE REMOVAL OF A LOW-HEAD DAM FOR A STREAM MITIGATION PROJECT, RUTHERFORD COUNTY, TENNESSEE, PURSUANT TO SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

Appendix A

Map of Permit Area / Area of Potential Effects



DEPARTMENT OF THE ARMY
NASHVILLE DISTRICT, CORPS OF ENGINEERS
REGULATORY DIVISION
3701 BELL ROAD
NASHVILLE, TENNESSEE 37214

August 09, 2021

SUBJECT: LRN-2018-00784: Memorandum of Agreement for the Sam Davis Dam Removal & Stream Mitigation Project, Rutherford County, Tennessee

Mr. Coy Young
Rutherford County Schools
240 Southpark Drive
Murfreesboro, Tennessee 37128

Dear Mr. Young:

The U.S. Army Corps of Engineers, Nashville District (USACE) received a permit application from the Cumberland River Compact for the discharge of fill material into waters of the United States (WOUS) in association with the proposed Sam Davis Dam Removal & Stream Mitigation Project located in Rutherford County, Tennessee. The removal of the dam will improve stream flow that will allow aquatic organism passage and change upstream conditions from slow-moving and pond-like conditions to a natural faster-flowing condition with more variability in habitat and overall improved stream functions. The project will also stabilize the left bank of the existing channel just downstream of the dam as well as multiple areas along the left and right banks upstream of the dam.

Through consultation with the Tennessee Historical Commission (SHPO), the ACHP, the Keeper of the National Register of Historic Places (NRHP), the Sam Davis Memorial Association and the Rutherford County Historical Association, the USACE has determined that the low-head dam being removed is eligible for the National Register of Historic Places (NRHP) under Criterion A.

Enclosed for your review, is the MOA that was drafted to mitigate the adverse effect to the Historic Sam Davis Home and Plantation (40RD23) caused by the removal of the low-head dam. The USACE respectfully requests your review and comments on the enclosed document within 30 days. Please address questions to Timothy Dodson at timothy.s.dodson@usace.army.mil or (615) 336-2173.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd N. Tillinger", is positioned above the typed name.

-for-

Todd N. Tillinger, P. E.
Chief, Regulatory Division

Enclosures

Map of Project Area

