

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

**AUGUST 18, 2022  
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 27, 2022 Board Meeting  
July 18, 2022 Policy Committee Meeting**
- B. Community Use of Facilities**
- C. Out of County Transfer Student (1)**
- D. Transportation: Request for voluntary termination of contract Bus #27  
Request for voluntary termination of contract Bus #190**
- E. Nepotism: Erin Sowards – Personal Finance - Stewarts Creek High School  
Karina Hicks – SPED EA – Plainview Elementary  
Robert Bryant – Custodian – Stewarts Creek Elementary**
- F. Routine Bids: RFP #22-04 - Speech and Language Therapy Services  
Bid #3616 – Band Instruments and Equipment  
Bid #3617 – Art Supplies and Equipment  
Bid #3618 – Dance Supplies and Equipment**

**Request to Purchase:**

**Oakland High School would like to purchase a 61” Cheetah Scag 37HP Vanguard Heavy Duty Mower at a cost of \$12,284.22 from Hooper Outdoor Power.**

**Negotiated Bids are on file and Hooper Outdoor Power was the overall lowest bid.**

**To be funded through Oakland High School.**

**Request to Purchase:**

**Blackman High School would like to purchase a Toro Mower (75306) 60” Cutting Deck with Kohler engine in the amount of \$5,649.00 from Dickens Turf & Landscape.**

**Negotiated Bids are on file and Dickens Turf and Landscape was the overall lowest bid.**

**To be funded through Blackman High School.**

**Request to Purchase:**

**Rutherford County Board of Education request to use Hamilton County Bid Contract #23-01 for instructional materials and supplies through National School Products.**

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

| <b>Name</b>       | <b>Amount</b>   | <b>School</b> | <b>Funded By</b>                | <b>Description</b>                  |
|-------------------|-----------------|---------------|---------------------------------|-------------------------------------|
| Robert Bell       | NTE \$2,052.76  | Blackman High | School Funds – Boys Basketball  | Basketball Camp Coach               |
| Diane Brewer      | NTE \$800.00    | Blackman High | School Funds – Dance Team       | Dance Team Coach                    |
| Richie Conner *6  | NTE \$15,000.00 | Blackman High | School Funds – Various Accounts | Bus Driver                          |
| Shelby Gibson *5  | NTE \$150.00    | Blackman High | School Funds – Boys Basketball  | Basketball Camp Coach               |
| Gregory Jones *6  | NTE \$7,000.00  | Blackman High | School Funds – Various Accounts | Bus Driver                          |
| Gregory Jones     | NTE \$150.00    | Blackman High | School Funds – Boys Basketball  | Basketball Camp Coach               |
| Juliet Oncale     | NTE \$2,000.00  | Blackman High | School Funds – Admin            | FSA Friday School Admin             |
| Isaiah Phillips   | NTE \$2,052.76  | Blackman High | School Funds – Boys Basketball  | Basketball Camp Coach               |
| Antonio Sheffield | NTE \$7,000.00  | Blackman High | School Funds – Various Accounts | Bus Driver                          |
| Barry Wortman     | NTE \$6,245.00  | Blackman High | School Funds – Boys Basketball  | Basketball Camp Coach/Camp Director |

|                     |                |              |                                 |                            |
|---------------------|----------------|--------------|---------------------------------|----------------------------|
| Richard Bolden *6   | NTE \$2,000.00 | Eagleville   | School Funds – Various Accounts | Bus Driver                 |
| Chad Leeman *6      | NTE \$2,000.00 | Eagleville   | School Funds – Various Accounts | Bus Driver                 |
| Chris Lynch *6      | NTE \$2,000.00 | Eagleville   | School Funds – Various Accounts | Bus Driver                 |
| Michael McClaran *6 | NTE \$2,000.00 | Eagleville   | School Funds – Various Accounts | Bus Driver                 |
| Emily Marshall *6   | NTE \$2,000.00 | Eagleville   | School Funds – Various Accounts | Bus Driver                 |
| Joseph Reed *6      | NTE \$2,000.00 | Eagleville   | School Funds – Various Accounts | Bus Driver                 |
| Vladimir Borombozin | NTE \$1,250.00 | Oakland High | OHS Football Boosters           | Assistant Football Coach   |
| Marcus Bryson       | NTE \$2,000.00 | Oakland High | OHS Football Boosters           | Assistant Football Coach   |
| Josh Conner         | NTE \$1,000.00 | Oakland High | OHS Football Boosters           | Assistant Football Coach   |
| Keven Creasey       | NTE \$9,000.00 | Oakland High | OHS Football Boosters           | Head Coach                 |
| Tyler Eady          | NTE \$3,500.00 | Oakland High | OHS Football Boosters           | Assistant Football Coach   |
| James Hawks         | NTE \$1,600.00 | Oakland High | School Funds – Baseball         | Tournament Coordinator     |
| Diane Howard        | NTE \$2,000.00 | Oakland High | School Funds – Volleyball       | Assistant Volleyball Coach |
| Jeff Kent           | NTE \$5,000.00 | Oakland High | OHS Football Boosters           | Assistant Football Coach   |
| Misty Kent          | NTE \$1,500.00 | Oakland High | OHS Football Boosters           | Academic Advisor           |
| Riley Malone        | NTE \$2,500.00 | Oakland High | OHS Football Boosters           | Assistant Football Coach   |
| Brandon Nolan       | NTE \$1,000.00 | Oakland High | School Funds - Baseball         | Tournament Coordinator     |
| Matt Parker         | NTE \$500.00   | Oakland High | OHS Football Boosters           | Assistant Football Coach   |
| Justin Roberts      | NTE \$2,500.00 | Oakland High | OHS Football Boosters           | Assistant Football Coach   |
| David Watson        | NTE \$4,500.00 | Oakland High | OHS Football Boosters           | Assistant Football Coach   |
| David Watson        | NTE 2,500.00   | Oakland High | OHS Football Boosters           | Field Maintenance          |

|                 |                |                   |                                     |  |
|-----------------|----------------|-------------------|-------------------------------------|--|
| Kevin Wright *6 | NTE \$8,255.00 | Oakland High      | School Funds – Various Accounts     | Bus Driver   |
| Caleb Littleton | NTE \$7,000.00 | Riverdale High    | School Funds – Band + Band Boosters | Band Camp, Marching Rehearsals, + Music Arrangements |
| Lee Shephard    | NTE \$600.00   | Riverdale High    | School Funds – Band + Band Boosters | Band Camp + Marching Arrangement                     |
| Austin Sisco    | NTE \$2,000.00 | Riverdale High    | School Funds – Football             | Assistant Football Coach                             |
| David Sunseri   | NTE \$2,000.00 | Riverdale High    | School Funds – Track                | Assistant Track Coach                                |
| Greg Baughn *6  | NTE \$2,000.00 | Rockvale High     | School Funds – Various Accounts     | Bus Driver   |
| Ryan Ferris *6  | NTE \$2,000.00 | Rockvale High     | School Funds – Various Accounts     | Bus Driver   |
| Kevin Jones *6  | NTE \$2,000.00 | Rockvale High     | School Funds – Various Accounts     | Bus Driver   |
| James Nelson *6 | NTE \$2,000.00 | Rockvale High     | School Funds – Various Accounts     | Bus Driver   |
| Doug Argo       | NTE \$4,000.00 | Rockvale High     | School Funds - Football             | Assistant Football Coach                             |
| Jacob Cook      | NTE \$1,000.00 | Rockvale High     | School Funds - Football             | Assistant Football Coach                             |
| Dakota Crane    | NTE \$2,000.00 | Rockvale High     | School Funds - Football             | Assistant Football Coach                             |
| Brad Deas       | NTE \$2,500.00 | Rockvale High     | School Funds - Football             | Assistant Football Coach                             |
| Matthew Delk    | NTE \$1,000.00 | Rockvale High     | School Funds - Football             | Assistant Football Coach                             |
| Rick Eberlei    | NTE \$1,000.00 | Rockvale High     | School Funds - Football             | Assistant Football Coach                             |
| Ryan Feris      | NTE \$1,000.00 | Rockvale High     | School Funds - Football             | Assistant Football Coach                             |
| Caleb Ingram    | NTE \$1,000.00 | Rockvale High     | School Funds - Football             | Assistant Football Coach                             |
| Jim Nelson      | NTE \$1,000.00 | Rockvale High     | School Funds - Football             | Assistant Football Coach                             |
| Sam Turner      | NTE \$1,000.00 | Rockvale High     | School Funds - Football             | Assistant Football Coach                             |
| Nick Wise       | NTE \$1,000.00 | Rockvale High     | School Funds - Football             | Assistant Football Coach                             |
| Meggan Woddard  | NTE \$850.00   | Rocky Fork Middle | School Funds - Track                | Assistant Track Coach                                |



|                   |                             |                       |  |   |
|-------------------|-----------------------------|-----------------------|--|---|
| Tommy Entrekin *6 | NTE \$5,000.00              | Siegel High           | School Funds – Various Accounts          | Bus Driver  |
| Dallas Hill       | NTE \$3,000.00              | Siegel High           | School Funds – Admin + Football          | Bus Duty + Football Scorer                              |
| Julie Melton      | NTE \$900.00                | Siegel Middle         | School Funds – Volleyball                | Assistant Volleyball Coach – Varsity + JV               |
| Jessica Spurlock  | NTE \$600.00                | Siegel Middle         | School Funds - Volleyball                | Assistant JV Volleyball Coach                           |
| Megan Callahan    | NTE \$2,000.00              | Stewarts Creek High   | School Funds - Softball                  | Assistant Softball Coach                                |
| Riley Powers      | NTE \$500.00                | Stewarts Creek High   | School Funds – Cheerleading              | Choreography for Cheer                                  |
| Jay McLemore      | NTE \$800.00                | Eagleville            | School Funds - Wrestling                 | Head Wrestling Coach                                    |
| Veronica Brown    | NTE \$2,500.00              | Riverdale High        | School Funds – Dance                     | Choreography + Assistant Dance Coach                    |
| Jazmyn Shanklin   | NTE \$2,500.00              | Riverdale High        | School Funds – Dance                     | Choreography + Assistant Dance Coach                    |
| Will Holliday     | NTE \$2,500.00              | Rockvale High         | School Funds - Football                  | Assistant Football Coach                                |
| Lance Pawlowski   | NTE \$1,000.00              | Rockvale High         | School Funds - Football                  | Assistant Football Coach                                |
| Kevin Phillips    | NTE \$1,000.00              | Rockvale High         | School Funds - Football                  | Assistant Football Coach                                |
| Holly Smith       | Up to \$50/hour per service | Rockvale High         | School Funds - Band                      | Horn Sectionals + Lessons                               |
| Arabella Bouchard | NTE \$1,500.00              | Siegel High           | School Funds – Volleyball                | Assistant JV + Varsity Volleyball Coach                 |
| Isaac Collins     | NTE \$5,000.00              | Siegel High           | School Funds - Band                      | Teaching Music/Marching Fundamentals                    |
| Chelsea Liu       | NTE \$5,000.00              | Siegel High           | School Funds - Band                      | Teaching Marching                                       |
| Anna Renshaw      | NTE \$3,000.00              | Siegel High           | School Funds - Volleyball                | Assistant Volleyball Coach                              |
| Kenneth Mangrum   | NTE \$1,000.00              | Stewarts Creek High   | School Funds - Football                  | Assistant Football Coach                                |
| Trevor South      | NTE \$1,500.00              | Stewarts Creek High   | School Funds - Wrestling                 | Boys and Girls Wrestling Coach                          |
| Jeffery Shipley   | NTE \$1,200.00              | Stewarts Creek Middle | School Funds – Various Athletic Accounts | Announcing at games                                     |
| Kristine Smith    | \$25/30 min lesson          | Stewarts Creek Middle | SCM Music Boosters                       | Private Voice Coach                                     |
| Callie Smith      | Hourly                      | Blackman High         | School Funds or Outside Groups           | Additional custodial work for the 2022/2023 school year |

|                       |        |                |                                |   |
|-----------------------|--------|----------------|--------------------------------|---|
| Silas Bain            | Hourly | Rockvale High  | School Funds or Outside Groups | Additional custodial work for the 2022/2023 school year |
| Linda Bischoff        | Hourly | Rockvale High  | School Funds or Outside Groups | Additional custodial work for the 2022/2023 school year |
| Aaron Ervin           | Hourly | Rockvale High  | School Funds or Outside Groups | Additional custodial work for the 2022/2023 school year |
| Matthew Harris        | Hourly | Rockvale High  | School Funds or Outside Groups | Additional custodial work for the 2022/2023 school year |
| Robert Heath          | Hourly | Rockvale High  | School Funds or Outside Groups | Additional custodial work for the 2022/2023 school year |
| Lorraine Lozano       | Hourly | Rockvale High  | School Funds or Outside Groups | Additional custodial work for the 2022/2023 school year |
| Sarah Lozano          | Hourly | Rockvale High  | School Funds or Outside Groups | Additional custodial work for the 2022/2023 school year |
| Wanda McCloud         | Hourly | Rockvale High  | School Funds or Outside Groups | Additional custodial work for the 2022/2023 school year |
| Gavin McGoldrick      | Hourly | Rockvale High  | School Funds or Outside Groups | Additional custodial work for the 2022/2023 school year |
| Gilberto Sanchez-Ruiz | Hourly | Rockvale High  | School Funds or Outside Groups | Additional custodial work for the 2022/2023 school year |
| Tim Stach             | Hourly | Rockvale High  | School Funds or Outside Groups | Additional custodial work for the 2022/2023 school year |
| Alicia Nickens        | Hourly | Smyrna Primary | School Funds or Outside Groups | Additional custodial work for the 2022/2023 school year |

\*\*Unless listed as an hourly rate

1. Approved previously for an amount \$500
2. Overtime rate for special events
3. Anticipate amounts over \$500 this school year
4. Amend prior approval
5. Less than \$500 but part of event total
6. Must have the approval of the Transportation Dept.

#### **H. 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 2022-23 school year:

| <b><u>Name</u></b>      | <b><u>School</u></b>         | <b><u>Sport</u></b> |
|-------------------------|------------------------------|---------------------|
| Isaac Collins           | Siegel High School           | Band                |
| Emmett Fernekes         | Rockvale High School         | Band                |
| Melody Kinney           | Oakland High School          | Band                |
| Chelsea Liu             | Siegel High School           | Band                |
| Sootnalee Italee Philom | Riverdale High School        | Band                |
| Anna Kristine Smith     | Stewarts Creek Middle School | Choir               |
| Holly Smith             | Rockvale High School         | Band                |
| Evan Clifton            | Siegel High School           | Band                |
| Nikolaj Hmeljak         | Siegel High School           | Band                |
| Macari Harrison         | Central Magnet               | HS Girls BB         |
| John Heller             | Central Magnet               | Swimming            |
| Gaylon Sissom           | Central Magnet               | MS/HS Girls BB      |
| Kyndal Wagner           | Central Magnet               | Swimming            |
| Igor Zhislin            | McFadden                     | Chess               |
| Blake Higgs             | Oakland Middle               | Softball            |
| Ben Lawwell             | Siegel High                  | Bowling             |
| Jessica Knepper         | Siegel Middle                | Softball            |
| Jason Tigg              | Whitworth/Buchanan           | Boys BB             |
| Dennis Jordan           | Eagleville High              | Football            |
| Hannah Webster          | Smyrna High                  | Dance               |
| Letwan Gipson           | Stewarts Creek High          | Boys Soccer         |
| Robert Ricks            | Eagleville                   | Archery             |
| Marty McCleary          | Eagleville                   | HS Baseball         |
| Garrett Davis           | Riverdale High               | Girls Soccer        |
| Chris Ellis             | Eagleville                   | HS Boys Basketball  |
| Jay McLemore            | Eagleville                   | Wrestling           |
| Robert Leathers         | Eagleville                   | HS Girls Basketball |
| Erik Hunter             | Eagleville                   | MS Football         |
| Arnold Gaskins          | Oakland Middle               | Archery             |
| Jordan Burchfield       | Blackman High                | Boys Basketball     |
| Brittini Young          | Rockvale High                | Swimming            |
| Emma Bess               | Riverdale High               | Cross Country       |
| Russell Clark           | Oakland High                 | Football            |

Ashlyn Cook  
Brooke Martin  
Charles Montgomery  
Olivia Gregg  
Preston Barge  
Abraham Turpin

Oakland High  
Oakland High  
Rockvale High  
Blackman Middle  
Riverdale High  
Blackman High

Cross Country  
Cheer  
Swimming  
Archery  
Football  
Football

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

## **6. SPOTLIGHT**

**Jason Brown, Athletic Director at Eagleville, will recognize the Eagleville Softball and Baseball teams as State Champions.**

## **7. VISITORS**

## **8. DIRECTOR OF SCHOOLS PERFORMANCE EVALUATION INSTRUMENT 2022-2023 (TAB 2)**

**Recommended Approval---motion to** approve the Director of Schools Performance Evaluation Instrument for the 2022-2023 year as presented.

## **9. PERSONNEL PAID HOLIDAY**

**Recommended Approval---motion to** approve Wednesday, November 23, 2022 as a paid holiday in observance of Thanksgiving as presented.

## **10. PLACEMENT OF POSITION ON APPROVED SALARY INDEX**

**As part of the salary study investigation, we have identified a few salaried classified positions that need to be placed on a Board approved salary schedule. Our communications director position is one of these positions.**

**Recommended Approval---motion to** approve communications director position to be compensated on the certified salary schedule with an administrative index equal to the Middle School principal as presented.

## **11. GRANT FOR VOLUNTARY PRE-K PROGRAM**

The VPK Grant is used to partially fund our 21 Voluntary PreK programs that are housed at 9 of our elementary schools. 12 classrooms are in the John Coleman Annex in Smyrna and 2 classrooms are located at the Roy Waldron Annex in Lavergne. Those classrooms serve our highest area of need in our district. All 21 classrooms are at capacity (20 students per class for a total of 420 students) with more than 90% of the students and families served qualifying based on household incomes at or below the poverty line. 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 \$1,868,639.61 as presented.

## **12. LEGAL (TAB 3)**

### **Policy Adoption – First and Final Reading**

The below policy changes are recommended on the first and final reading as they are necessary to take effect immediately for implementation during the 2022-2023 school year.

### **Policy Changes:**

#### **Policy 1.108: Nepotism**

Changes language to allow the Director of Schools and Board Chair to tentatively approve exceptions to the policy, pending final approval by the Board of Education at the next regularly scheduled board meeting.

#### **Policy 1.602: Administrative Committees**

Adds length of term of two years for policy committee members.

#### **Policy 6.300: Code of Conduct**

Clarifies discipline for vaping and possession of vapes.

#### **Policy 6.400: Student Guidance Program**

Adds language to clarify standards and services for school counseling program.

### **Recommended Approval of Two Motions:**

- 1. Recommended Approval---motion to suspend Board Policy 1.600 to specifically waive the two readings requirement for the above policy as presented; and**
- 2. Recommended Approval---motion to adopt the first and final readings of the above policies as presented.**

### **13. FINANCIAL MATTERS (TAB 4)**

#### **1. Salary Study**

**Rutherford County Board of Education requests to use Kansas City Public Schools Contract RFQ C22-03 for Compensation Study through Evergreen Solutions, LLC at a cost of \$64,500.00**

**Recommended Approval---motion to** approve Evergreen Solutions to conduct a salary study of all classified and certified positions as described in the attached contract as presented.

#### **2. Fund 177 Capital Projects Budget, Re-budgeting Prior Year Encumbrances**

**Each July 1, outstanding purchase orders in this fund are liquidated. The funds go to fund balance which in this fund, is account 34685 – Committed for Capital Projects. These purchase orders are for projects that had not been furnished by June 30. This amendment takes those funds out of 34685 – Committed for Capital Projects and re-budgets the expenditures for the carry over projects that were approved last year but have not been completed. This year we have \$3,831,851.40 in funds to re-budget.**

**Recommended Approval---motion to** amend the 22/23 Capital Projects Budget, Fund 177 by reducing account 34685 – Committed for Capital Projects by \$3,831,851.40 and by increasing Maintenance and Repair Services – Buildings, account 91300-335 & Other Contracted Services, account 91300-399 for a combined total of the same \$3,831,851.40 as presented.

#### **3. Fund 177 Capital Projects Budget Amendment**

**Amendment for time sensitive projects using Fund Balance and amending new internal projects into already approved ones.**

**This amendment budgets \$296,560 from Committed for Capital Projects Fund Balance to two unexpected repair and replacement items. \$46,560 is for a repair to the Rockvale High Sewer Line and \$250,000 is to replace the visitor side bleachers at Blackman High. In addition, \$102,000 will be amended internally from the Smyrna Middle School Fence to cover the replacement of the Pre-K playground at LaVergne Lake Elementary and \$95,000 will be amended internally from Oakland Pool HVAC to Oakland Pool deck and walls.**

**Recommended Approval---motion to** amend \$296,560 from Committed for Capital Projects Fund Balance. \$46,560 is for the Rockvale Sewer Line repair and \$250,000 is to replace the visitor side bleachers at Blackman High. In addition, to reallocate \$102,000 internally from the Smyrna Middle School Fence to replace the Pre-K playground at LaVergne Lake Elementary and to reallocate \$95,000 internally from the Oakland High Pool HVAC to Oakland High Pool deck and walls as presented.

#### **4. Special Projects Accountant Supervisor Position**

**The Finance Department is requesting an updated job description for the Accountant Supervisor Position to include revised language and an updated job description.**

**Recommended Approval---motion to** approve the updated Accountant Supervisor Job Description with the revised language and an updated job description as presented.

### **14. FACILITIES AND CONSTRUCTION (TAB 5)**

#### **A. Amendments for Fund 177**

**Engineering and Construction is requesting to make the following changes to the Fund 177 funds allocations.**

- 1. Water Services Sewer repair fee for Rockvale High School \$46,560.00**
- 2. Add...LaVergne Lake Pre-K Playground Replacement \$102,000.00**
- 3. Add... Blackman High Visitor Bleacher Replacement \$250,000.00**
- 4. Add.... Oakland High Pool Deck and walls \$95,000.00**

**Recommended Approval---motion to** approve funding request for the Fund 177 and no additional funds requested from the Board as presented.

#### **B. Oakland High Storage Buildings**

**Principal John Marshall has requested two storage buildings to help with material storage to utilize other space in the building. Engineering and Construction has reviewed the request and approves. Cost for the two storage buildings is \$13,724.00 and the funding will come from General Purpose Fund Maintenance line item.**

**Recommended Approval---motion to** approve the request from OHS for two storage buildings as presented.

### **C. Siegel High and Siegel Middle MTEMC Easement Request**

**Due to the TDOT road project that is widening Thompson Lane, MTEMC is required to relocate the overhead service lines. This relocation will require a new easement from RCS. The attached drawings show the extended easement boundaries required. There is some overlap with the baseball field fence and a small possibility that at some time they may need to take the fence down for repair work and put it back up. MTEMC is a great partner and should that happen we will work together. No major conflict at the Middle school.**

**Recommended Approval---motion to approve the MTEMC easement request for Siegel High and Siegel Middle as presented.**

### **D. Smyrna Elementary Outside Classroom Request**

**Principal Vanessa Ritter has requested to build an outdoor classroom utilizing the following cost breakdown. Dow Smith Construction and their contractors will be donating Phase I. Engineering and Construction has met with the contractor and the school staff to review the request. Based on the documents provided and Mr. Smith's commitment we approve the project.**

**Phase I will be a usable structure for the school and the remaining phases can be added as funds are raised. This project is at no cost to the Board.**

#### **Phase 1: \$100,000**

- **Site preparation**
- **Building of the concrete stage and rails**
- **Electrical circuits for outdoor plugs at stage**

#### **Phase 2: \$40,000**

- **Building of the roof structure and rear wall on the stage**

#### **Phase 3: \$8,000**

- **Building and install of the 16 benches for the outdoor classroom (\$500 each)**

#### **Phase 4: \$20,000**

- **Building and install of the 8 visual barriers/benches (\$2500 each)**

#### **Phase 5: \$15,000**

- **Install of the posts and sunshades at the two sides of the stage**

**Recommended Approval---motion to approve the Outdoor Classroom project for Smyrna Elementary as presented at no cost to the Board.**



**E. CMTA Design Fee Proposal for Rockvale Elementary and Stewartsboro Elementary**

**As part of the Fund 177 approved projects for 2022-23, the HVAC projects for Rockvale Elementary and Stewartsboro Elementary, Engineering and Construction is requesting to utilize CMTA. Design fees are attached. All funds for CMTA would come from the Fund 177 approved funds for each project. CMTA is the firm that provided the energy audit and is an approved vendor.**

**Recommended Approval---motion to approve the design fee proposal for CMTA for Rockvale Elementary and Stewartsboro Elementary as presented.**

**F. Maintenance Overtime Pay**

**At this time all personnel who work over the allotted 40 hours per week are credited with comp time. Maintenance personnel who are called in after hours are also compensated the same way. They cannot do their work remotely and must come into the District Office. Engineering would like to propose to pay them overtime when they are off campus and called back in. This would help offset the cost of fuel for them to come in and back home. If they are still here, they would still receive comp time.**

**Recommended Approval---motion to approve the payment of over time for Maintenance Personnel to help compensate for fuel as presented.**

**G. Maintenance Warehouse/Material Center Position**

**The Engineering and Maintenance Departments would like to reclassify a position from “Maintenance Warehouse” to “Warehouse/Material Center”. Due to growth in schools and the large number of packages being left on our back dock, we need to have someone at the dock most days. This is not a request for an additional position and no additional cost are requested.**

**Recommended Approval---motion to approve the reclassification of a Maintenance Warehouse position to Warehouse/Material Center as presented.**

**H. Radio Tower Request for High Schools and Possibly Others - For Discussion and Direction.**

**I. Design Updates for Riverdale, Smyrna, and Oakland**

## **J. Transportation Update**

- **Bus Status**
- **Director Position Update-Introduction**
- **SpEd Bus Pick up for Bus Aides vs First Stop - For Information**

## **K. Rutherford County Board of Education Extended Sessions Bus Contract for 2022-2023**

**Transportation has submitted the Extended Service Contract for the fall session 2022-23 school year. The contract is the same contract as last year with changes to page two, Section 1.3 adding uninsured motorist insurance language, and page 7, section 5.2 for the compensation dollar figure of \$225.00 per day. Also section 5.2, operation and closure change.**

**Recommended Approval---motion to approve the Extended Sessions Contract for the Fall of 2022-23 school year as presented.**

## **15. FINANCIAL REPORT**

## **16. INSURANCE UPDATE**

## **17. DIRECTORS UPDATE**

## **18. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**

## **19. FEDERAL RELATIONS NETWORK (FRN) UPDATE**

## **20. GENERAL DISCUSSION**

## **21. ADJOURNMENT**

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

**Minutes of July 27, 2022**

**Board Members Present**

**Tiffany Johnson, Board Chair**

**Shelia Bratton, Vice-Chair**

**Coy Young**

**Jim Estes**

**Clair Maxwell**

**Tammy Sharp**

**Tim Holden**

**Dr. James Sullivan, Director of Schools**

**1. CALL TO ORDER**

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

**2. PLEDGE OF ALLEGIANCE**

**The Pledge of Allegiance was led by Shelia Bratton**

**3. MOMENT OF SILENCE**

**Mrs. Johnson asked that our teachers, students, administration and families be remembered upon their start to the new school year during the Moment of Silence.**

**4. APPROVAL OF AGENDA**

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

Vote: All Yes

**Motion passes.**

## **5. APPROVAL OF CONSENT AGENDA**

### **A. Minutes: July 7, 2022 Board Meeting**

**July 18, 2022 Special Called Board Meeting**

### **B. Community Use of Facilities**

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

### **D. Transportation: Request for voluntary termination of contract Bus #111**

**Request for voluntary termination of contract Bus #139**

**Request for voluntary termination of contract Bus #171**

**Request for voluntary termination of contract Bus #179**

**Request for voluntary termination of contract Bus #258**

### **E. Nepotism: Kirsten Herrington – Special Education EA - Stewartsboro Elementary**

**Caylie Warrick – Special Education EA - Stewartsboro Elementary**

**Teresa Scott – Special Education EA - Lascassas Elementary**

**Chatassia Grigsby – English Teacher – LaVergne High**

**James Hudson – Educational Assistant – LaVergne High**

**Genesis Lopez – Educational Assistant – LaVergne High**

**Shelby Moore – PE Teacher – Cedar Grove Elementary**

### **F. Routine Bids: Bid #3609 – Color and Copy Paper**

**Bid #3610 – PE Uniforms**

**Bid #3611 – Laminating Film**

**Bid #3612 – Tech. Parts and Multimedia Equip.**

**Bid #3613 – Window Blinds**

**Bid #3614 – Orlando, FL Choral Trip (Oakland High)**

### **Request for Purchase:**

**Blackman High School would like to purchase a Toro Mower (77280) V-twin engine with 48” Cutting Deck in the amount of \$6,000.00 from Dickens Turf & Landscape. Negotiated Bids are on file and Dickens Turf and Landscape was the overall lowest bid.**

**To be funded through Blackman High School.**

### **G. School Salary Supplements and Contract Payments:**

| <b>Name</b>  | <b>Amount</b>  | <b>School</b>       | <b>Funded By</b>      | <b>Description</b>              |
|--------------|----------------|---------------------|-----------------------|---------------------------------|
| Drew Brewer  | NTE \$5,937.50 | Oakland High        | OHS Swimming Boosters | Swim Coach                      |
| Jeffery Kent | NTE \$3,000.00 | Oakland High        | Oakland Endzone Club  | Summer weights and conditioning |
| Seth Gregory | NTE \$2,000.00 | Stewarts Creek High | School Funds-Choir    | Clinician                       |

|                   |                |                     |  |   |
|-------------------|----------------|---------------------|--|---|
| Desmond Ng        | \$20/lesson    | Blackman Middle     | School Funds-Band                                      | Private lessons   |
| Joshua Pyper      | NTE \$1,200.00 | Eagleville          | School Funds-Band                                      | Percussion Staff  |
| Lee Johnson       | NTE \$600.00   | Riverdale           | School Funds-Band                                      | Band Camp/Season  |
| Lee Johnson       | \$25/lesson    | Riverdale           | RHS Band Boosters                                      | Clarinet Lessons  |
| John Wilson       | NTE \$1,000.00 | Riverdale           | RHS Band Boosters                                      | Band Camp + Marching Band Season Staff                  |
| Rex Davis *3      | NTE \$200.00   | Rockvale High       | School Funds-Band                                      | Band Camp – Percussion                                  |
| William Childress | NTE \$5,000.00 | Siegel High         | Siegel High Band Boosters                              | Mini Camp Bass Clarinet Tech                            |
| Kyle Ramsey       | \$27/hour      | Siegel High         | Siegel High Band Boosters                              | Percussion Director                                     |
| Amanda Vogel      | \$26.50/hour   | Siegel High         | Siegel High Band Boosters                              | Color Guard/Winter Guard                                |
| Jordan Morack     | NTE \$500.00   | Smyrna High         | School Funds-Band                                      | Flute Sectionals  |
| Emily Shular *3   | NTE \$300.00   | Smyrna High         | School Funds-Band                                      | French Horn sectionals for Band Camp                    |
| Mary Braschler    | NTE \$4,000.00 | Stewarts Creek High | School Funds-Band                                      | Collaborative Keyboard                                  |
| Rex Davis         | NTE \$8,000.00 | Stewarts Creek High | School Funds-Band + Stewarts Creek High Music Boosters | Percussion Instruction                                  |
| Peter Rogahn      | NTE \$4,000.00 | Stewarts Creek High | School Funds-Band                                      | Collaborative Keyboard                                  |
| Rayshawn Frazier  | Hourly         | Blackman High       | School Funds or Outside Groups                         | Additional custodial work for the 2022/2023 school year |
| Ron Jones         | Hourly         | Blackman High       | School Funds or Outside Groups                         | Additional custodial work for the 2022/2023 school year |
| Tony Woods        | Hourly         | Blackman High       | School Funds or Outside Groups                         | Additional custodial work for the 2022/2023 school year |
| Lynn Dunlap       | Hourly         | Stewarts Creek High | School Funds or Outside Groups                         | Additional custodial work for the 2022/2023 school year |
| John Nicosia      | Hourly         | Stewarts Creek High | School Funds or Outside Groups                         | Additional custodial work for the 2022/2023 school year |

|               |        |                     |                                |   |
|---------------|--------|---------------------|--------------------------------|---|
| Stacy Suggs   | Hourly | Stewarts Creek High | School Funds or Outside Groups | Additional custodial work for the 2022/2023 school year |
| Delana Easley | Hourly | All Schools         | School Funds - Choir           | Piano accompanist                                       |

\*\*Unless listed as an hourly rate

1. Approved previously for an amount \$500
2. Overtime rate for special events
3. Anticipate amounts over \$500 this school year
4. Amend prior approval
5. Less than \$500 but part of event total
6. Must have the approval of the Transportation Dept.

## **H. 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 2022-23 school year:**

| <b><u>Name</u></b>         | <b><u>School</u></b>          | <b><u>Sport</u></b>        |
|----------------------------|-------------------------------|----------------------------|
| <b>Will Childress</b>      | <b>Siegel High School</b>     | <b>Band</b>                |
| <b>Jordan Morak</b>        | <b>Smyrna High School</b>     | <b>Band</b>                |
| <b>Joshua Pyper</b>        | <b>Eagleview School</b>       | <b>Band</b>                |
| <b>Desmond Ng</b>          | <b>Blackman Middle School</b> | <b>Band</b>                |
| <b>Olivia Starnes</b>      | <b>Riverdale High School</b>  | <b>Band</b>                |
| <b>John Cameron Wilson</b> | <b>Riverdale High School</b>  | <b>Band</b>                |
| <b>Isaac Collins</b>       | <b>Siegel High School</b>     | <b>Band</b>                |
| <b>James Hill</b>          | <b>Blackman High School</b>   | <b>Basketball</b>          |
| <b>Kelci Williams</b>      | <b>Blackman High School</b>   | <b>Volleyball</b>          |
| <b>Phillip Krepp</b>       | <b>Buchanan</b>               | <b>Archery</b>             |
| <b>McKennah Campbell</b>   | <b>Central Magnet</b>         | <b>MS Cheer</b>            |
| <b>Darcy Leach</b>         | <b>Central Magnet</b>         | <b>Cross Country</b>       |
| <b>Amy Ouellette</b>       | <b>Central Magnet</b>         | <b>Cross Country/Track</b> |
| <b>Collier Smith</b>       | <b>Central Magnet</b>         | <b>MS Tennis</b>           |
| <b>Charles Hunter</b>      | <b>LaVergne High School</b>   | <b>Football</b>            |
| <b>Darius Montgomery</b>   | <b>LaVergne High School</b>   | <b>Football</b>            |
| <b>Chauncey Smiley</b>     | <b>LaVergne High School</b>   | <b>Football</b>            |
| <b>Allyson Lillis</b>      | <b>Oakland High School</b>    | <b>Cheer</b>               |
| <b>Erika Avei Logoleo</b>  | <b>Oakland High School</b>    | <b>Volleyball</b>          |
| <b>Demondre Ogletton</b>   | <b>Oakland Middle School</b>  | <b>Cheer</b>               |
| <b>Thurman Bailey</b>      | <b>Riverdale High School</b>  | <b>Softball</b>            |
| <b>Jacob Fujino</b>        | <b>Riverdale High School</b>  | <b>Football</b>            |
| <b>Rakel Hankins</b>       | <b>Rockvale High School</b>   | <b>Volleyball</b>          |
| <b>Kevin Phillips</b>      | <b>Rockvale High School</b>   | <b>Football</b>            |
| <b>Morgan Sheehan</b>      | <b>Rockvale High School</b>   | <b>Cheer</b>               |
| <b>Madison Vanderhorst</b> | <b>Rockvale Middle School</b> | <b>Softball</b>            |
| <b>Brandon Baker</b>       | <b>Siegel High School</b>     | <b>Football</b>            |

|                            |                                   |   |
|----------------------------|-----------------------------------|---|
| <b>Arabella Bouchard</b>   | <b>Siegel High School</b>         | <b>Volleyball</b>                         |
| <b>Eli Wellman</b>         | <b>Siegel High School</b>         | <b>Boys/Girls Soccer</b>                  |
| <b>Jaden Lasley</b>        | <b>Siegel Middle School</b>       | <b>Baseball</b>                           |
| <b>Kenneth Mangram Jr.</b> | <b>Stewarts Creek High School</b> | <b>Football</b>                           |
| <b>Malik Reynolds</b>      | <b>Stewarts Creek High School</b> | <b>Football</b>                           |
| <b>Trevor South</b>        | <b>Stewarts Creek High School</b> | <b>Wrestling</b>                          |
| <b>Erin Anderson</b>       | <b>Thurman Francis</b>            | <b>Volleyball</b>                         |
| <b>Kelly Hagar</b>         | <b>Thurman Francis</b>            | <b>Boys/Girls Soccer/Girls Basketball</b> |
| <b>Ryan Sanford</b>        | <b>Thurman Francis</b>            | <b>Tennis</b>                             |
| <b>Sean Buchanan</b>       | <b>Blackman High School</b>       | <b>Football</b>                           |
| <b>Jackie Barnes</b>       | <b>Blackman High School</b>       | <b>Football</b>                           |
| <b>Demetrius Sanders</b>   | <b>Blackman High School</b>       | <b>Football</b>                           |

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

Vote: All Yes

**Motion passes.**

## **6. VISITORS**

**There were no visitors.**

## **7. SUPPORT OF EDUCATORS RESOLUTION (TAB 2)**

**The Board of Education recognizes the significant contributions of teachers and staff, and their dedication to the students of our school system. Our teachers and staff have gone beyond the call of duty to maintain exemplary education in the face of Covid and other challenges over the last several years. The Board values our teachers and staff in our system and wants to thank them for the success of our school system. The success of our school system would not be possible without the dedicated and tireless work of our teachers and staff.**

Motion made by Ms. Sharp, seconded by Mr. Young to adopt the Support of Educators Resolution as presented.

Vote: All Yes

**Motion passes.**

## **8. INTRODUCTION**

**Brian Runion, Assistant Superintendent for Budget and Finance was introduced at the work session on Monday. Dr. Sullivan introduced four new principals: Justin Smith-Blackman High School, Alexandria Jackson-Roy Waldron, Brad Decker-Oakland Middle, and Kelly Newberry-Rockvale Middle.**

## **9. SPOTLIGHT ON EDUCATION**

**Whitworth-Buchanan Middle School recognized as Model School**

**Principal April Sneed gave a presentation on her school's honor of being recognized as a Model School this summer.**

## **10. HARD TO STAFF BONUS FOR ROY WALDRON SCHOOL**

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve the hard to staff bonus of \$4,000 to each certified educator at Roy Waldron School following protocols of all other signing bonuses in RCS as presented.

Vote: All Yes

**Motion passes.**

## **11. ATHLETICS/EXTRACURRICULAR**

**There was discussion on permitting classified employees to serve as athletic coaches and extracurricular sponsors.**

## **12. IXL LEARNING TITLE 1**

**LaVergne Middle students use the IXL program 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 subscriptions (2022-2023 school year) IXL site license with unlimited instructor accounts in the subject areas of Math, ELA, Science, and Social Studies.**

**Total cost: = \$28,125.00 (Quote #2062981-2022)**



Motion made by Ms. Sharp, seconded by Mrs. Maxwell, 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.

Vote: All Yes

**Motion passes.**

### **13. CURRICULUM AND INSTRUCTION**

#### **1. Carl D. Perkins Reserve Grant**

**The Carl D. Perkins Reserve grant is a competitive grant process, and we were awarded \$30,000 for the Secondary Education work for CTE Equipment and \$20,000 for student industry certifications for the funding period of July 1, 2022 – June 30, 2023 for a total of \$50,000.**

Motion made by Mrs. Maxwell, seconded by Mr. Holden, to approve the Carl D. Perkins Reserve Grant for \$50,000 to provide funding for Secondary Education work for CTE Equipment and student industry certifications for the funding period of July 1, 2022 – June 30, 2023 as presented.

Vote: All Yes

**Motion passes.**

#### **2. Federal Programs**

**Curriculum and Instruction is requesting to reorganize federal programs and student support services to fall under the Curriculum and Instruction Department. This change would require the modification of the admin index to create a new index of Director instead of a new position. The proposed index would fall between that of Coordinator and Assistant Superintendent and is proposed at 1.30.**

**The federal programs coordinator job description would be modified to a Director of Federal Programs and Special Populations. This position would oversee the departments of special education, Federal programs, 504, and English as a Second Language.**

Motion made by Mr. Holden, seconded by Mrs. Maxwell, to approve the modification of the admin index to create an index of 1.30 for a “Director” position and to modify the job description of federal programs coordinator to the Director of Federal Programs and Special Populations as presented.

Vote: All Yes

**Motion passes.**

### **3. Cognitive Abilities Test (CogAT)**

**The Instruction Department is requesting to continue using the Cognitive Abilities Test (CogAT) as a 2<sup>nd</sup> grade screener for academic aptitudes and gifted abilities. The cost of the assessment is \$54,000.**

Motion made by Mrs. Bratton, seconded by Mr. Young, to approve the purchase of CogAT for the 2022- 2023 school year as presented.

Vote: All Yes

**Motion passes.**

## **14. STATE HEALTH PLAN BENEFIT PREMIUMS**

### **1. ACTIVE EMPLOYEES**

**The new 2023 Health Benefits monthly premiums are being submitted to the Board for approval. There is a comparison chart of what the premiums would have been if we had stayed with the County vs what they are in moving to the State. This chart also breaks down the employer contribution as well as the employee’s contribution with the percentage the employee is responsible for.**

Motion made by Mr. Young, seconded by Mr. Holden, to approve the new monthly premiums for Healthcare benefits for 2022 – 2023 school year as presented.

Vote: All Yes

**Motion passes.**

## **2. PRE-65 RETIREES**

**The new 2023 Health Benefits monthly premiums are being submitted to the Board for approval. There is a chart of the premiums moving to the State Health Plan. This chart also breaks down the employer contribution as well as the employee's contribution with the percentage the employee is responsible for.**

Motion made by Mrs. Bratton, seconded by Mr. Holden, to approve the new monthly premiums for Healthcare benefits for 2022 – 2023 school year as presented.

Vote: All Yes

**Motion passes.**

## **15. Memorandum of Understanding Between Volunteer Behavioral Health Care System and Rutherford County Schools (TAB 6)**

**This Memorandum of Understanding (MOU) documents an agreement between Volunteer Behavioral Health Care System, hereinafter referred to as “VBHCS,” and Rutherford County Schools, hereinafter referred to as “Rutherford Board of Education” or “Rutherford County Schools,” each individually as the “Party” and collectively as the “Parties.” Whereas, VBHCS desires to enter into a Memorandum of Understanding with the Rutherford Board of Education to provide the services described herein and further described in VBHCS contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services (TDMHSAS) for School Based Behavioral Health Liaison Services (SBBHL) to the students within Rutherford County Schools.**

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve the agreement between Volunteer Behavioral Health Care System and Rutherford County Board of Education as presented.

Vote: All Yes

**Motion passes.**

## 16. LEGAL

### Policy Adoption - First and Final Reading

The below policy changes are recommended on the first and final reading as they are necessary to take effect before the start of the 2022-2023 school year.

#### 1. Policy Changes

**a. Policy 1.102: Board Members Legal Status**

Changes requirement that candidates be qualified voters and residents for one year prior to running as a candidate pursuant to change in state law.

**b. Policy 1.808: Registered Sex Offenders**

Clarifies language to mirror current law.

**c. Policy 2.806: Bids and Quotations**

Increases bid threshold from \$25,000 to \$50,000 and adds exemption from competitive bidding for services from an insurance provider pursuant to change in state law.

**d. Policy 3.202: Emergency Preparedness Plan**

Adds language for remote learning drills pursuant to change in state law.

**e. Policy 3.400: Student Transportation Management**

Adds language to clarify first priority of contracts.

**f. Policy 4.101: Instructional Standards**

Adds language for complaints regarding prohibited concepts pursuant to change in state law.

**g. Policy 4.210: Credit Recovery\*** Adds language for grades under the state uniform grading system pursuant to change in state law.

**h. Policy 4.212: Virtual Education Program**

Adds language for situations for virtual education programs pursuant to change in state law.

**i. Policy 4.402: Selection of Instructional Materials (Other than Textbooks)**

Adds language that district must maintain and post online a current list of materials in a school's library collection pursuant to change in state law.

**j. Policy 4.403: Reconsideration of Instructional Materials and Textbooks**

Adds procedures for library collections to ensure materials are appropriate pursuant to change in state law.

**k. Policy 4.406: Use of the Internet**

Adds public hearing requirement and parental consent pursuant to change in state law.

**l. Policy 4.4061: Employee Use of Social Media and Personal Websites**

Adds clarification for use of social media and personal websites by employees.

**m. Policy 4.600: Grading System**

Changes grading policy from 7-point scale to 10-point scale pursuant to change in state law.

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

Changes grading policy from 7-point scale to 10-point scale pursuant to change in state law. Removes criteria for graduating classes of 2020 to 2022.

**o. Policy 5.200: Separation Practices for Tenured Teachers**

Cleans up language regarding retirement in light of new policy 5.119 (employment of retirees) pursuant to change in state law.

**p. Policy 5.201: Separation Practices for Non-Tenured Teachers**

Cleans up language regarding retirement in light of new policy 5.119 (employment of retirees) pursuant to change in state law. Adds language for non-renewal notices.

**q. Policy 5.701: Substitute Teachers**

Cleans up language regarding retirement in light of new policy 5.119 (employment of retirees) pursuant to change in state law.

**r. Policy 6.200: Attendance**

Removes requirement that students have good academic performance to be eligible for a driver's license pursuant to change in state law. Clarifies language for excused absences.

**s. Policy 6.204: Attendance of Non-Resident Students**

Adds language giving boards choice to allow children of district employees to attend tuition-free pursuant to change in state law.

**t. Policy 6.312: Use of Personal Communication Devices and Electronic Devices**

Changes cell phone device by grade band.

**u. Policy 6.318: Admission of Suspended or Expelled Students**

Removes requirement that Commissioner of Education be notified if enrollment denied to out-of-county student pursuant to change in state law.

**v. Policy 6.409: Reporting Child Abuse**

Changes training requirement for employees pursuant to change in state law. Changes reporting if abuse involves a person affiliated with the school district.

**w. Policy 6.502: Foreign Exchange Students**

Clarifies language for acceptance of foreign exchange students.

**x. Policy 6.505: Students in Foster Care**

Adds language that district must designate a foster care liaison pursuant to change in state law.

**2. New Policies**

**a. Policy 5.119: Employment of Retirees**

New policy to create option for employment of retirees pursuant to change in state law.

**Recommended Approval of Two Motions:**

1. Motion made by Mr. Estes, seconded by Ms. Sharp, to suspend Board Policy 1.600 to specifically waive the two readings requirement for the above policy as presented.

Vote: All Yes

**Motion passes.**

2. Motion made by Mrs. Bratton, seconded by Mr. Holden, to approve to adopt the first and final readings the above policies as presented.

Vote: All Yes

**Motion passes.**

## **17. FACILITIES AND CONSTRUCTION**

### **1. Transportation Director Updated Job Description**

**The Engineering and Construction and the Human Resources Department are requesting an updated job description for the Transportation Director position to include revised language and updated job description.**

Motion made by Mr. Young, seconded by Mr. Holden, to approve the updated Transportation Director job description with the revised language and updated job description as presented.

Vote: All Yes

**Motion passes.**

### **2. 5 Year Building Plan Update (For Information)**

**Mr. Lee addressed the Board on approaching the property owner for the Blackman property in the next few weeks.**

## **18. FINANCIAL MATTERS**

### **1. GPS Fund Budget Amendment**

**This budget amendment funds eight additional athletic trainers for RCS high and middle schools. Funding for these additional positions is derived from a recently approved three-year agreement with Tennessee Orthopedic Alliance and additional State BEP funds allocated above the May 2022 BEP estimate that was used for the original revenue budget line for BEP for FY 22-23.**

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the GPS Fund budget amendment of \$547,190 of both revenue and expenditures as presented in detail as presented.

Vote: All Yes

**Motion passes.**

**2. Board Recognition of the Rockvale 12th Man Club at Rockvale High School as an RCS School Support Organization (SSO)**

**Per RCS Board Policy 2.404, only a group or organization that has entered into a written cooperative agreement with the board may use the name, mascot, or logo of a school or the school district to solicit or raise money, materials, property, securities, services, or other things of value. The Rockvale 12th Man Club has provided all information requested from the board recently updated written cooperative agreement and can be recognized as an RCS SSO. It is noted that this SSO is in the process of applying for an IRS determination letter to be recognized as a 501(c)3 non-profit entity and, in compliance with the BOE written cooperative agreement cannot open a separate checking account until this process is completed. Until that time, the booster club will utilize the Rockvale High student activity funds for all its financial activities and be subject to the BOE financial policies and procedures.**

Motion made by Mrs. Maxwell, seconded by Mr. Holden, to approve Rockvale 12<sup>th</sup> Man Club at Rockvale High School as an RCS School Support Organization (SSO) as presented.

Vote: All Yes

**Motion passes.**

**3. 2022-2023 Approved Fees**

**Per Policy 6.707, “prior to the beginning of school each year, the Board, upon the recommendation of the principals and Director of Schools, shall approve all student fees for the upcoming school year. Additional fees may be approved during the year as needed.”**

Motion made by Mrs. Bratton, seconded by Mr. Holden, to approve the fee list as presented for the 22-23 school year.

Vote: All Yes

**Motion passes.**



**4. Review & Update of Rezoning Consultant with Consideration to Add Building Capacity**

Motion made by Mr. Young, seconded by Mrs. Bratton, to approve adding the addition of building capacity to the contract with RSP Consulting for an additional \$150,000 to be funded with ESSER funds as presented.

Vote: All Yes

**Motion passes.**

**5. My Benefits Channel Sole Source Vendor**

**Rutherford County Board of Education request to use My Benefits Channel as a sole source approved vendor for their services in the amount of \$131,375.00. My Benefits Channel is currently being utilized by Rutherford County Government. In order to pull information from payroll our system must sync with what the County Government is currently using. To be funded through Human Resources.**

Motion made by Mr. Young, seconded by Mr. Holden, to approve the use of My Benefits Channel as a sole source approved vendor for their services in the amount of \$131,375.00 as presented.

Vote: All Yes

**Motion passes.**

**19. INSURANCE UPDATE**

**Dr. Anthony stated there will be an Insurance meeting on Thursday July 28, 2022 at 1:00 P.M.**

**20. DIRECTORS UPDATE**

**Dr. Sullivan addressed Salary Study updates and Vacant Position updates during the Board Work Session on Monday.**

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

**No updates at this time.**

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

**No updates at this time.**

### **23. GENERAL DISCUSSION**

**Mrs. Maxwell asked about information regarding holding additional parent meetings in the future. Mr. Young addressed the Board concerning state laws and how they are affecting education. Mrs. Maxwell spoke on Special Education Camps that were held over the summer.**

### **24. ADJOURNMENT**

**There was an Executive Session directly following the regular Board Meeting. There being no further business, the meeting adjourned at approximately 5:55 P.M.**

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**Tiffany Johnson, Board Chairwoman**

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**Date**

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**Dr. James Sullivan, Director of Schools**

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**Date**

**RUTHERFORD COUNTY BOARD OF EDUCATION**

2240 Southpark Drive  
Murfreesboro, TN 37128

Special Called Policy Committee Meeting  
July 18, 2022

**Board Members Present**

**Tiffany Johnson, Chairman**  
**Shelia Bratton, Vice Chairman**  
**Claire Maxwell**  
**Jim Estes**  
**Tim Holden**  
**Tammy Sharp**

**Committee Members Present**

**Dr. Kay Martin**  
**Rhonda Lackey**  
**Tim Pedigo**  
**Mike Walls**

**Dr. James Sullivan, Director of Schools**

**Others Present**

**Monika Ridley**  
**Jeff Reed**  
**Dr. Kelly Chastain**  
**Pierrecia Lyons**  
**Numerous guests in the gallery**

The Board Chairman, Mrs. Johnson, called the meeting to order at 5:00 p.m. All stood and recited the pledge, which was led by General Counsel, Monika Ridley. Chairmen Johnson moved for approval of the agenda. Motion was made by Mr. Estes with a second by Mr. Young. It was approved and she then turned the meeting over to Monika Ridley.

Mrs. Ridley explained that an asterik was marked by the policies before the committee that she was requesting if they passed in committee they would be presented to the Board at the July 27<sup>th</sup> meeting for the first reading in process for implementation before the start of the 2022-2023 school year. Policy proposed changes can come from various outlets, ranging from RCS departments, parents, students, teachers, state law, and TSBA recommendations;

while the policy committee remains the gatekeeper to vote and approve any revisions and adoptions of new policies. The policy committee began with a review of Policy **1.102: Board Members Legal Status**. Policy 1.102 adding the requirement that candidates be qualified voters and residents for one year prior to running as a candidate pursuant to change in state law. At page 1 lines 8-10 the language was changed from qualification of receiving a G.E.D. to HiSET and added requirement of being a qualified voter with 1 year of county residency before running as a candidate.

Motion was made by Mrs. Sharp and seconded by Mrs. Bratton, to approve Policy 1.102.

**VOTE:** All Yes.

The policy committee reviewed **Policy 1.808 Registered Sex Offenders**. Policy 1.808 clarifies language to mirror the current law. The last update to Policy 1.808 was in 2009. RCS Administrator of School Safety requested the current review and revision. The policy has been revised to strike previous language at page 1 lines 7-13. New language was added as reflected in the TSBA model at page 1 lines 15-29. Mrs. Maxwell asked a question regarding line 29 referencing: sex offender, as student in attendance at the school. She wondered if it would be more appropriate in the spirit of safety to have the student-sex offender be placed in a virtual learning setting. The Director of Schools, Dr. Sullivan, explained that Tennessee state law prohibits any form of distance learning/virtual learning outside of the established Virtual School. The alternative resolution which has been used in the past is to move the student-sex offender or the other student to a different school, whichever is most appropriate. Patty Oeser, School Safety Administrator, has adapted a form letter addressing the exceptions outlined in the policy giving guidance in the administration of the policy at the school level. The policy change goes on to add language on page 2 at lines 1-10. Board Chair Johnson

asked if the language, “children” could be changed to “minors”? Mrs. Ridley explained that the policy language was mirrored T.C.A language.

Motion made by Mrs. Bratton and seconded by Mr. Estes to approve Policy 1.808.

**VOTE:** All Yes.

The policy committee reviewed **Policy 2.806 Bids and Quotations**. The revised policy increases the bid threshold from \$25,000 to \$50,000 and adds exemption from competitive bidding for services from an insurance provider, pursuant to change in state law. The Board had previously voted on a resolution of this policy at its last meeting. Bid limit language were increased from \$25,000 to \$50, 0000 and from 2,000 to \$15,000, and language was removed at page 1 line 11 \$5000 limit. An exemption from competitive bidding for services from an insurance provider was also added at page 1 line 23.

Motion made by Mrs. Sharp and seconded by Mrs. Maxwell to approve Policy 2.806.

**VOTE:** All Yes.

The policy committee discussion moved to recommended policy change to amend **Policy 3.202 Emergency Preparedness Plan**. Revision to Policy 3.202 adds language for remote learning drills pursuant to change in state law. The Director admitted it seems like a strange policy addition but it is necessary to have something to give guidance of what to do in the event of need to switch to remote learning. The policy adds language on page 2 at lines 6-9. Chair Johnson asked if this is for parents and students? The Director explained that the students will participate in the drill with a notification being sent to parents informing of the drill occurrence.

Motion made by Mr. Young and seconded by Mrs. Maxwell to approve Policy 3.202.

**VOTE:** All Yes.

The policy committee reviewed **Policy 3.400 Student Transportation Management**. The revised policy adds language to clarify first priority of contracts. At page 3 line 20 language was added giving first priority to a bus driver who has never had a contract. These applicants will be placed on the first priority list, resolving passed issues of fairness.

Motion made by Mr. Young and seconded by Mr. Holden to approve Policy 3.400.

**VOTE:** All Yes.

The policy committee reviewed **Policy 4.101 Instructional Standards**. The revised policy adds language for complaints regarding prohibited concepts pursuant to change in state law. On page 1 line 12 adds language referring to Board Policy 4.402 outlining complaint procedure. It is explained at lines 20-21 by adding language: Complaints regarding teaching prohibited concepts in violation of state law shall be submitted per the regulation developed by the Tennessee Department of Education.

Motion made by Mrs. Bratton and seconded by Mrs. Maxwell to approve Policy 4.101.

**VOTE:** All Yes.

The policy committee reviewed **Policy 4.210 Credit Recovery**. The revised policy adds language for grades under the state uniform grading system pursuant to change in state law. On page 2 lines 10-12 language added lowering the passing grade to 60% to mirror the state uniform grading system. A student passing credit recovery shall receive a D, or 60%.

Motion made by Mrs. Sharp and seconded by Mr. Holden to approve Policy 4.210.

**VOTE:** All Yes.

The policy committee reviewed **Policy 4.212 Virtual Education Program**. The revised policy adds language for situations for virtual education programs pursuant to change in state law. New Policy 4.212 removes COVID-19 language and protocols. New language is added on page 1 lines 20-25 outlining continuity of educational services.

Motion made by Mrs. Maxwell and seconded by Mrs. Bratton to approve Policy 4.212.

**VOTE:** All Yes.

The policy committee reviewed **Policy 4.402 Selection of Instructional Materials (Other than Textbooks)**. The revised adds language that the district must maintain and post online a current list of materials in a school's library collection pursuant to change in state law. Combines two policies into one, using TSBA model. Mrs. Ridley wants to completely replace the RCS current policy and adopt new model with 15 day review period (number of days inserted at page 1 line 21). Mrs. Sharp asked the Director if 15 days was sufficient and he recommended not less than 20 days. It was discussed further and the committee agreed to present the policy for first reading with the period set at 25 business days.

1<sup>st</sup> round of motions: Motion made by Mrs. Maxwell and seconded by Mrs. Sharp to approve Policy 4.402.

2<sup>nd</sup> round of motions for period increase to 25 business days: Motion made by Mrs. Sharp with second by Mr. Young to approve policy 4.402 with recommendations.

**VOTE:** All Yes.

The policy committee reviewed **Policy 4.403 Library Materials**. The policy has been revised to add procedures for library collections to ensure materials are appropriate pursuant to change in state law. Content of policy must align with current law. Proposed change from

Titled employee being the Professional Development Specialist to the Assistant Superintendent of Curriculum and Instruction or his/her designee at lines 2 and 15 on page 1. Also adds language allowing the Board to include local standards at line 5 on page 1. Question was asked if anyone checks the book fair list. The Director explained that RCS typically contract with either Scholastic or Barnes and Noble for book fair events. The content provided at the events is reviewed the Curriculum and Instruction Department. It was further discussed about adding a component requiring parental consent for use of certain books or materials, and that whatever process in place for review of “questionable” content by students is consistently administered in all RC Schools. Suggested review against Administrative Policy. Agreed to set the review period of these materials to 25 business days to remain consistent with Policy 4.402.

1<sup>st</sup> round of motions: Motion made by Mrs. Bratton and seconded by Mrs. Maxwell to approve Policy 4.403.

2<sup>nd</sup> round of motions for period increase to 25 business days: Motion made by Mrs. Bratton with second by Mrs. Sharp to approve policy 4.403 with recommendations.

**VOTE:** All Yes.

The policy committee reviewed **Policy 4.406 Use of Internet**. The revised policy adds public hearing requirement and parental consent pursuant to change in state law. The Director recommended that line 14 on page 1 be removed regarding a uniform signature block for use by all district employees with agreement of the committee. On page 2 lines 27-40 policy 4.406 changed, adding prohibitive language and proper notification process in lines 27-32; keeping lines 33-36 giving parents/guardians notice and options for student use of internet; and not adding lines 37-40 requiring permission/agreement form for written parental consent. The Attendance Department is adding protections in SKYWARD that



requires parents to sign off on student use of internet. More language is added on page 3 lines 1-6 with complaints alleging a violation of the internet safety measures shall be submitted to the Assistant Superintendent of Curriculum and Instruction, or his/her designee. Also on page 3 at lines 31-34 and page 4 adds language outlining vendor contracts and vendors' responsibility of filtering and blocking unsuitable content/sites; with further discussion in RCS Administrative Procedures. The Social Networking Section at lines 18-27 were removed and will be appropriately addressed in a corresponding policy.

Motion made by Mrs. Bratton and seconded by Mrs. Maxwell to approve Policy 4.406.

**VOTE:** All Yes.

The policy committee reviewed **Policy 4.4061 Employee Use of Social Media and Personal Websites**. The revised policy adds clarification for use of social media and personal websites by employees. Legal been working with James Evans, Communications and Community Relations, to clarify language by adding page 1 lines 12-13 and 18-24, but removing the language prohibiting employees from accessing personal social networking sits on district computers during working hours except for legitimate instructional purposes. Monitoring legitimate versus improper use is too burdensome, shift in trust employees to maintain professionalism. Also outlines approved use by coaches and band directors to communicate team/group/organization information. More language was added expressing the Board's strong discouragement of employees socializing with students on social networking websites. It also includes the requirement of the Communications Department, under the direction of the Director of Schools, maintaining the official social networking site representative of RCS; and requiring usage of social networking sites by individual departments be approved by the department head or school principal if it's a school organization or team. The Director of Schools maintains discretion of what specific platforms

are permitted to be used by RCS, individual schools, and employees. Finally, policy 4.4061 requires employees to ensure students featured on social networking sites have been authorized to do so by their parents/guardians, using the checklist during registration in SKYWARD.

Motion made by Mrs. Bratton and seconded by Mrs. Sharp to approve Policy 4.4061.

**VOTE:** All Yes.

The policy committee reviewed **Policy 4.600 Grading System**. The revised policy changes grading policy from 7-point scale to 10-point scale pursuant to change in state law. Director recommended changing the model language to include grades 3-8 to prevent parents with children in different grade levels from being confused. Policy language will change to GRADING SYSTEM: GRADES THREE-TWELVE (3-12). Also, add at page 1 line 19 “Beginning August 2022,”. Mrs. Sharp asked if this was TSBA model, the Director replied that the policy change is due to change in state law. Changes were also made on page 2 at lines 20-22 lowering passing grade to sixty (60).

Motion made by Mrs. Bratton and seconded by Mr. Holden to approve Policy 4.600.

**VOTE:** All Yes.

The policy committee reviewed **Policy 4.602 Grade Point Average (GPA) and Class Rank (9-12)**. The revised policy changes grading policy from 7-point scale to 10-point scale pursuant to change in state law and removes criteria for graduating classes of 2020 to 2022. On page 1 line 3 reflects change in grading scale with 90-100 for A, 80-89 for B, 70-79 for C, 60-69 for D, and 59 and below for F. When a student receives a grade for a dual enrollment course from an institute of higher education (IHE) the district will convert it accordingly:

| Letter Grade from IHE | Numerical Conversion |
|-----------------------|----------------------|
| A+                    | 100                  |
| A                     | 95                   |
| A-                    | 90                   |
| B+                    | 89                   |
| B                     | 85                   |
| B-                    | 80                   |
| C+                    | 79                   |
| C                     | 75                   |
| C-                    | 70                   |
| D                     | 65                   |
| F                     | 59                   |

Language was removed from page 2 lines 3-12 explaining valedictorian/salutatorian selection criteria for the graduating classes of 2020-2022. And language was added in lines 19-20, “criteria and a student graduating with honors”; and 22, distinction made requiring the ACT composite score, “not superscore”.

Motion made by Mrs. Maxwell and seconded by Mr. Holden to approve Policy 4.602.

**VOTE:** All Yes.

The policy committee reviewed **Policy 5.200 Separation Practices for Tenured Teachers**. The revised policy cleans up language regarding retirement in light of new policy 5.119 (employment of retirees) pursuant to change in state law. Only language outlining limits on retired educators employment being removed from policy on page 3 lines 14-31.

Motion made by Mr. Holdend and seconded by Mrs. Bratton to approve Policy 5.200.

**VOTE:** All Yes.

The policy committee reviewed **Policy 5.201 Separation Practices for Non-Tenured Teachers**. The revised policy cleans up language regarding retirement in light of new policy 5.119 (employment of retirees) pursuant to change in state law, and adds language for non-renewal notices. Change was made on page 2 at lines 34-35 adding language for written notice of non-renewal for non-tenured teachers requiring that if the reason for nonrenewal is due only to loss of funding for the position, then the notice shall include a statement listing it as the cause of nonrenewal. On page 3 at lines 27-35 and on page 4 lines 1-9 language was removed limiting retirees to 120 days a year for employment without loss of retirement benefits. New policy being proposed to outline employment of retired teachers.

Motion made by Mrs. Bratton and seconded by Mrs. Maxwell to approve Policy 5.201.

**VOTE:** All Yes.

The policy committee reviewed **Policy 5.701 Substitute Teachers**. The revised policy cleans up language regarding retirement in light of new policy 5.119 (employment of retirees) pursuant to change in state law. Adds language on page 1 at line 24: or shall be a retired teacher that held the appropriate endorsement. And, removing language on page 2 lines 1-3.

Motion made by Mr. Young and seconded by Mr. Holden to approve Policy 5.701.

**VOTE:** All Yes.

The policy committee reviewed **Policy 6.200 Attendance**. The revised policy removes requirement that students have good academic performance to be eligible for driver's license pursuant to change in state law, and clarifies language for excused absences. Policy change was requested by the Attendance Department. Removes language requiring written note be turned in within five (5) days of returning to school, on page 2 lines 3-5. Adds language on page 2 at line 7 allowing parent/guardian to submit a written note for up to 8 accumulated days during the school year "for any absence". Extensive language added on page 3 lines 1-11 permitting absences for non-school-sponsored extracurricular activities. Last change occurs on page 7, removing lines 4-5 ending the requirement of passing three (3) full unit subjects in order to qualify for reclaiming a driver's permit or license.

Motion made by Mrs. Bratton and seconded by Mrs. Maxwell to approve Policy 6.200.

**VOTE:** All Yes.

The policy committee reviewed **Policy 6.204 Attendance of Non-Resident Students**. The revised policy adds language giving boards choice to allow children of district employees to attend tuition-free pursuant to change in state law. Added language to include children of district employees, not just teachers, on page 1 line 3.

**VOTE:** All Yes.

The policy committee reviewed **Policy 6.312 Use of Personal Communication Devices and Electronic Devices**. The revised policy changes cell phone device by grade band. Includes major changes to the policy, removing language on page 1 lines 13-26 regarding "General" use, and adds language starting on page 1 at line 27 continuing through page 2 lines 1-17 outlining grade level distinctions for permissible use. Also language covering

“Misuse” and “Confiscation” page 2 lines 18-37 and page 3 lines 1-16 is removed. Policy 6.312 adds language on page 3 at lines 17-35 providing for protocol if violations of personal communication devices and/or electronic devices occur. Tammy Sharp raised an issue of safety with the requirement of the PCD being in the “off mode” on page 2 line 1, and Mrs. Maxwell agreed. The Director discussed that Dr. Martin had surveyed Principals, who requested the off mode requirement. Agreed to compromise to requiring silent mode with phone still powered on, continue to review if creating undue burden on Principals and teachers, and continue to review for feedback and revisit in November.

Motion made by Mrs. Sharp and seconded by Mrs. Maxwell to approve Policy 6.312.

**VOTE:** All Yes.

The policy committee reviewed **Policy 6.318 Admission of Suspended or Expelled Students**. The revised policy removes requirement that the Commissioner of Education be notified if enrollment denied to out-of-county student pursuant to change in state law. Language is removed at lines 8-9.

Motion made by Mrs. Bratton and seconded by Mr. Holden to approve Policy 6.318.

**VOTE:** All Yes.

The policy committee reviewed **Policy 6.409 Reporting Child Abuse**. The revised policy changes the training requirement for employees pursuant to change in state law, and changes reporting if abuse involves a person affiliated with the school district. Language is removed on page 1 line 10 making it the responsibility of all employees, not just school personnel, to annually complete the child abuse training program required by state law. Mr. Young further recommended removing the language “working directly with students” on the

same line. Additional language was added on page 1 lines 18-20 allowing reporting directly to the DCS and law enforcement before notifying the Coordinator.

Motion made by Mr. Young and seconded by Mrs. Maxwell to approve Policy 6.409.

**VOTE:** All Yes.

The policy committee reviewed **Policy 6.502 Foreign Exchange Students**. The revised policy clarifies language for acceptance of foreign exchange students. First language was removed on page 1 lines 3-7 changing the application and acceptance process. Next, language is added at lines 8-11 giving the Principal of the zoned school serving the host family the sole discretion of acceptance to the school, and requiring this formal acceptance by the Principal before sponsorship and travel to the United States. It further requires that the school acceptance form be signed by the Principal or his/her designee and the Director of Schools. More language is added at line 19 designating all the required documents as the “exchange company student packet”. One document is no longer required, statement of financial support from sponsoring party, is removed from line 27. One page 2 at lines 2-3, the limitation on no more than 4 foreign exchange students being placed in one school is also removed. The ESL Coordinator is no longer the designated staff determining the foreign exchange student’s grade level. The policy names the school counselor as the designee with grade level placement responsibility on page 2 line 7; which is further clarified by removing additional language in lines 9-10. One final change is the removal of lines 13-14 requiring the sponsoring individual/organization to provide evidence to the school that the student will receive adequate financial support for the duration of his/her stay. Both are already included in the exchange packet.

Motion made by Mrs. Maxwell and seconded by Mr. Young to approve Policy 6.502.

**VOTE:** All Yes.

The policy committee reviewed **Policy 6.505 Students in Foster Care**. The revised policy adds language that the district must designate a foster care liaison pursuant to change in state law. State law requires the designation of a a foster care liaison; therefore, language was added on page 2 lines 28-29.

Motion made by Mrs. Bratton and seconded by Mr. Holden to approve Policy 6.505.

**VOTE:** All Yes.

New Policies under Review:

**Policy 5.119 Employment of Retirees.** New policy to create option for employment of retirees pursuant to change in state law. There were no questions or concerns.

Motion made by Mr. Young with second by Mr. Walls.

**Vote:** All Yes.

There being no further business, the meeting adjourned at approximately 6:30 p.m.

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**Tiffany Johnson, Chairman**

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**Date**

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**Dr. James Sullivan, Director of Schools**

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**Date**



## FACILITIES USE

August 18, 2022

### Fees

|                     |   |
|---------------------|---|
| Barfiled Elementary | Centerpointe Apostolic Church, church service, 9/1/22-9/1/23<br>Thursdays 6-9pm, cafeteria, \$54/wk, <b><i>*subject to COVID-19 restrictions and updates.</i></b>   |
| Blackman Elementary | Living Water Church, worship service, 8/21/22-8/21/23<br>Sundays 8-12pm, classroom and cafeteria, \$87/wk, <b><i>*subject to COVID-19 restrictions and updates.</i></b>                                   |
| LaVergne High       | Club Knock Our FOP, boxing competition, 8/20/22 8am-8pm, gym,<br>\$290, <b><i>subject to COVID-19 restrictions and updates.</i></b>   |
| Oakland Middle      | Alinea Church, church services, 8/18/22-8/18/23<br>Sundays 6:30-1pm, 2 classrooms and auditorium, \$315/wk,<br><b><i>*subject to COVID-19 restrictions and updates.</i></b>                               |
| Oakland Middle      | i9 Sports Murfreesboro, basketball and volleyball games,<br>10/15/22-11/19/22 Saturdays 6:30-1pm, gym, \$290/day, <b><i>*subject to COVID-19 restrictions and updates.</i></b>                            |
| Riverdale High      | National Flag Football, youth flag football, 10/16/22-12/11/22<br>Sundays 10am-6pm, football stadium, \$5,500, <b><i>*subject to COVID-19 restrictions and updates.</i></b>                               |
| Smyrna Middle       | True Gospel Missionary Baptist Church, church services, 8/18/22-<br>7/31/23 Sun/Wed (Sun) 9am-12pm (Wed) 6:30-7:30pm,<br>classroom, \$30/wk, <b><i>*subject to COVID-19 restrictions and updates.</i></b> |

### No Fees

|                     |  |
|---------------------|--|
| Buchanan Elementary | Girl Scouts, family information night, 9/15/22 6:30-7:30pm,<br>cafeteria, No Fee, <b><i>*subject to COVID-19 restrictions and updates.</i></b> |
|---------------------|--|

|                         |   |
|-------------------------|---|
| Cedar Grove Elementary  | Smyrna Jr. Pro Basketball, practices and games, 10/31/22<br>-3/11/23 M-Sa 6-9pm M-Th and 9am-end on Sa, gym, No Fee,<br><b><i>*subject to COVID-19 restrictions and updates.</i></b>  |
| Cedar Grove Elementary  | Smyrna Jr. Pro Basketball, practices and games, 8/18/22<br>-1/22/23 Sundays 6-8pm, gym, No Fee, <b><i>*subject to COVID-19<br/>restrictions and updates.</i></b>  |
| Rock Springs Elementary | Girl Scouts, sign up night, 9/13/22 6:30-8pm, cafeteria, No Fee,<br><b><i>*subject to COVID-19 restrictions and updates.</i></b>  |
| Rockvale Elementary     | Boy Scouts, cub scout sign up night, 8/11/22 7:30-8pm, cafeteria,<br>No Fee, <b><i>*subject to COVID-19 restrictions and updates.</i></b>   |
| Rocky Fork Middle       | Smyrna Jr. Pro Basketball, practices and games, 12/3/22<br>-3/11/23 Saturdays 9am-9pm, gym, No Fee, <b><i>*subject to COVID-19<br/>restrictions and updates.</i></b>  |
| Siegel Middle           | TN Association of Student Councils, meeting, 7/30/22-7/31/22<br>Sat 10-4pm and Sun 9-12pm, classroom, No Fee, <b><i>*For Retro<br/>Review; *subject to COVID-19 restrictions and updates.</i></b>   |
| Smyrna Primary          | Smyrna Primary, practices, 10/31/22-3/11/23 M-F 6-9pm, gym,<br>No Fee, <b><i>*subject to COVID-19 restrictions and updates.</i></b>   |
| Stewarts Creek High     | Stewarts Creek Youth Football and Cheerleading Association, 2022<br>football and cheer season, 8/18/22-11/15/22 weeknight practices<br>and Saturday games, grounds and football field, In-Kind<br>Agreement with SCHS Football Redhawk Touchdown Club for<br>annual contributions to turf installation fund 2022-2026, <b><i>*subject<br/>to COVID-19 restrictions and updates.</i></b> |

Note: Facility use for 8/18/2022 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 10, 2022  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline

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The Board has been requested to admit a transfer student under discipline from another school system. The student was remanded for being under the influence.

According to Policy 6.318, the Board may approve 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.

## Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department has received a letter dated 7/26/22 from Mary Ann Gregory, contractor of bus #27, requesting voluntary termination of her contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Mary Ann Gregory, Bus #27, effective as soon as possible.

## Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department. has received a letter dated 7/25/22 from Gail Waldrop, contractor of bus #190, requesting voluntary termination of her contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Gail Waldrop, Bus #190, effective as soon as possible.

## RFP #22-04 - Speech and Language Therapy Services

| Vendor                        | Hourly Service Fee |
|-------------------------------|--------------------|
| Allied Instructional Services | \$ 78.00           |
| AMN Allied Services, LLC      | \$70.00 - \$75.00  |
| Applied Pediatrics            | \$ 73.00           |
| Attain Therapy                | \$ 105.00          |
| CompHealth                    | \$75.00 - \$82.00  |
| Cross Country Education       | \$ 68.00           |
| EDU Healthcare                | \$ 70.00           |
| <b>Feltz Therapy Services</b> | <b>\$ 57.50</b>    |
| Invo Healthcare Associates    | \$ 62.00           |
| ProCare Therapy               | \$65.00 - \$69.00  |
| Stellar Therapy Services, LLC | \$ 63.00           |
| The Stepping Stones Group     | \$ 60.00           |
| Sunbelt Staffing              | \$65.00 - \$72.00  |

Mailed to 18 vendors

5 vendors did not respond

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

Also, we would like to recommend Invo Healthcare, Stellar Therapy and Procare Therapy Services in the event that Feltz Therapy can not fill the positions needed due to staff shortages.

To be funded through Special Education Dept.

**Bid #3616 - Band Instruments and Equipment**

| Item # | Description              | Model  | Alamo Music | Music is Elementary | Perfektion Music | Romeo Music | Taylor Music | Washington Music | West Music |
|--------|--------------------------|--|-------------|---------------------|------------------|-------------|--------------|------------------|------------|
| 1      | Guitar Capo              | Fender Phoenix Capo, Black   | \$ 12.75    |                     | \$ 21.95         |             |              | \$ 11.00         |            |
| 2      | Guitar Picks             | Fender Wavelength Celluloid Picks, Black, Medium, Set of 6                                     | \$ 5.00     |                     |                  |             |              | \$ 4.50          |            |
| 3      | Guitar Stand             | Hercules GS525B Five-Instrument Guitar Rack  | \$ 114.00   |                     |                  |             |              | \$ 88.90         |            |
| 4      | Guitar Foot Stools       | On-Stage FS7850B Guitar Foot Rest  | \$ 13.50    |                     |                  | \$ 9.00     |              | \$ 10.00         |            |
| 5      | Tuner                    | Snark ST-8 Super Tight Chromatic Tuner   | \$ 19.25    |                     | \$ 19.00         |             |              | \$ 17.10         |            |
| 6      | Acoustic Guitar          | Yamaha FG820 Folk Acoustic Guitar, Natural   | \$ 289.00   |                     |                  | \$ 231.00   |              | \$ 219.25        |            |
| 7      | Acoustic Guitar          | Epiphone DR-100 Dreadnought Acoustic Guitar  |             |                     | *\$129.00        |             |              | \$ 169.00        |            |
| 8      | Electric Guitar          | Yamaha PAC112V Electric Guitar Satin Yellow, Natural   | \$ 289.00   |                     |                  | \$ 247.00   |              | \$ 220.05        |            |
| 9      | Bass Guitar              | Yamaha TRBX174EW Mango Wood 4-String Electric Bass Guitar, Natural                             | \$ 249.00   |                     |                  | \$ 208.00   |              | \$ 224.10        |            |
| 10     | Acoustic-Electric Guitar | Yamaha FGX800C Solid Top Folk Acoustic-Electric Guitar, Natural                                | \$ 328.00   |                     |                  | \$ 271.00   |              | \$ 252.50        |            |
| 11     | Drum Set                 | Yamaha Stage Custom Birch 5-Piece Shell Pack - Honey Amber - 20" Kick                          |             |                     |                  | \$ 567.00   |              | \$ 600.50        |            |
| 12     | Drum Hardware            | Yamaha HW-780 5-Piece 700 Series Hardware Pack   |             |                     |                  |             |              | \$ 235.65        |            |
| 13     | Cymbals                  | Zildjian A Custom Cymbal Set (14, 16, 19, and 20-in.)  |             |                     |                  |             | \$ 666.00    | \$ 1,048.35      |            |
| 14     | Yamaha Harmony Director  | Yamaha Harmony Director HD-300   | \$ 431.00   |                     |                  | \$ 599.00   | \$ 488.00    | \$ 504.45        |            |
| 15     | Amp                      | Fender Mustang LT25 25W 1x8 Guitar Combo Amp, Black  | \$ 168.00   |                     |                  |             |              | \$ 148.25        |            |
| 16     | Microphone               | MXL990 Large-diaphragm Condenser Microphone  |             |                     |                  |             |              | \$ 79.10         |            |
| 17     | Microphone               | Shure SM58 Cardioid Dynamic Vocal Microphone   | \$ 104.00   |                     | \$ 99.00         | \$ 86.00    |              | \$ 93.35         |            |
| 18     | Microphone Stand         | On-Stage Stands MS7701B Euro Boom Microphone Stand 5-Pack                                      | *\$36.00    |                     | \$ 95.00         |             |              | \$ 170.00        |            |
| 19     | XLR Cables               | Pro Co EXM-20 Excellines Microphone Cable - 20 foot (5-pack)                                   |             |                     |                  |             |              |                  |            |
| 20     | Instrument Cables        | Pro Co EG-10 Excellines Instrument Cable - 10 foot (2-pack)                                    |             |                     |                  |             |              |                  |            |
| 21     | Audio Interface          | Focusrite Scarlett 2i2 3rd Gen USB Audio Interface   | \$ 248.00   |                     |                  | \$ 154.00   |              | \$ 167.85        |            |
| 22     | Data Transfer Cable      | Anker Thunderbolt 3.0 Cable 1.6 ft (USB-C to USB-C)  |             |                     |                  |             |              |                  |            |
| 23     | Headphones               | Audio-Technica ATH-M50x Closed-back Studio Monitoring Headphones                               | \$ 136.00   |                     |                  | \$ 145.00   |              | \$ 138.75        |            |
| 24     | MIDI Keyboard            | Novation FLkey 37 Keyboard Controller  |             |                     |                  | \$ 171.00   |              | \$ 184.60        |            |
| 25     | Cable                    | Hosa USB-203AB USB 2.0 Type A to Type B Cable - 3 foot   | \$ 8.88     |                     |                  |             |              | \$ 5.40          |            |
| 26     | MIDI Drum Pad            | Ableton Push 2 with Live 11 Intro  |             |                     |                  | \$ 687.00   |              |                  |            |
| 27     | Speaker                  | JBL EON712 1300W12-inch Powered PA Speaker   |             |                     |                  | \$ 472.00   |              | \$ 535.90        |            |
| 28     | Subwoofer                | Behringer Eurolive B1200D-PRO 500W 12-inch Powered Subwoofer                                   |             |                     |                  |             |              |                  |            |
| 29     | Floor Monitor            | Behringer Eurolive F1220D 250W 12-inch Active Floor Monitor                                    |             |                     |                  |             |              |                  |            |
| 30     | Conversion Cable         | Hose CMP-153 Stereo Breakout Cable - 3.5 mm TRS Male to Left and Right 1/4-in. TS Male - 3 ft. |             |                     |                  |             |              | \$ 6.80          |            |
| 31     | Soundboard               | Behringer X32 Compact 40-Channel Digital Mixer   |             |                     |                  |             |              |                  |            |



**Bid #3616 - Band Instruments and Equipment**

| Item # | Description                                   | Model   | Alamo Music  | Music is Elementary | Perfektion Music | Romeo Music | Taylor Music | Washington Music | West Music  |
|--------|---|---|--------------|---------------------|------------------|-------------|--------------|------------------|-------------|
| 32     | D/I Box                                       | Behringer Ultra-DI DI400P 1-Channel Passive Instrument Direct Box   |              |                     |                  |             |              |                  |             |
| 33     | Euphonium with Case                           | Yamaha YEP-201 Series 3-Valve Euphonium with Case   | \$ 1,498.40  |                     |                  |             | \$ 1,522.00  | \$ 1,511.20      |             |
| 34     | Trumpet with Case                             | Bach BTR301 USA Student Series Bb Trumpet with Case   | \$ 516.00    |                     |                  |             | \$ 525.00    | \$ 516.75        |             |
| 35     | Trombone with Case                            | Yamaha YSL-447G Intermediate Trombone with Case   | \$ 1,099.00  |                     |                  |             | \$ 1,118.00  | \$ 1,101.70      |             |
| 36     | Set of 4 Timpani                              | Ludwig Standard Series Fiberglass Timpani Set of 4 with Gauge - 23-, 26-, 29, 32-in. (include drum heads and protective covers) | \$ 8,626.00  |                     |                  |             | \$ 8,777.00  | \$ 8,791.15      |             |
| 37     | 23" Timpani                                   | Ludwig Standard Series Fiberglass Timpani - 23", with Gauge (include drum head and protective cover)                            | \$ 2,137.00  |                     |                  |             | \$ 2,288.00  | \$ 2,293.20      |             |
| 38     | 26" Timpani                                   | Ludwig Standard Series Fiberglass Timpani - 26", with Gauge (include drum head and protective cover)                            | \$ 2,162.00  |                     |                  |             | \$ 2,313.00  | \$ 2,317.60      |             |
| 39     | 29" Timpani                                   | Ludwig Standard Series Fiberglass Timpani - 29", with Gauge (include drum head and protective cover)                            | \$ 2,190.00  |                     |                  |             | \$ 2,344.00  | \$ 2,345.95      |             |
| 40     | 32" Timpani                                   | Ludwig Standard Series Fiberglass Timpani - 32", with Gauge (include drum head and protective cover)                            | \$ 2,367.00  |                     |                  |             | \$ 2,533.00  | \$ 2,523.15      |             |
| 41     | Set of 2 Timpani                              | Ludwig Standard Series Fiberglass Timpani Set of 2 - 26" and 29", with Gauge (include drum heads and protective covers)         | \$ 4,244.00  |                     |                  |             | \$ 4,533.00  | \$ 4,402.40      |             |
| 42     | Set of 4 Timpani                              | Adams P2KHSET4 - Timpani, Hammered Copper, Set of 4 - 23/26/29/32   | \$ 14,922.44 |                     |                  |             | \$ 14,884.00 | \$ 15,046.05     |             |
| 43     | Vibraphone                                    | Yamaha 3-Octave Vibraphone with Motor and Field Frame   | \$ 5,058.00  |                     |                  |             | \$ 4,911.00  | \$ 5,872.55      |             |
| 44     | Vibraphone                                    | Musser 3-Octave Ultimate Vibraphone with Motor on Field Frame   | \$ 4,996.00  |                     |                  |             |              | \$ 5,155.30      |             |
| 45     | Vibraphone                                    | (Silver Bars)   | \$ 4,996.00  |                     |                  |             | \$ 5,292.00  |                  |             |
| 46     | Marimba                                       | Adams MCKF43 Marimba, 4.2 octave, synthetic bars, endurance frame   | \$ 4,690.00  |                     |                  |             | \$ 4,566.00  | \$ 4,779.35      |             |
| 47     | Xylophone                                     | Adams MXSKF35, 3.5 Octave, Synthetic Bars, Endurance Frame  | \$ 2,764.00  |                     |                  |             | \$ 2,711.00  | \$ 2,880.00      |             |
| 48     | Ukulele                                       | Flight TUSL-35 Soprano Ukulele with Gig Bag   |              |                     | *\$47.00         |             |              |                  |             |
| 49     | Mini Keyboards                                | Casio SA-76 44-Key Mini Personal Keyboard   | \$ 89.00     | \$ 899.85           |                  | \$ 54.00    |              | \$ 51.75         |             |
| 50     | Music Chair                                   | National Public Seating 8200 Series Melody Music Chair #8210  | \$ 119.00    |                     |                  |             |              |                  |             |
| 51     | Chair Dolly                                   | National Public Seating Dolly for 8200 Music Chair DY-82 #DY82  | \$ 260.00    |                     |                  |             |              |                  |             |
| 52     | Boomwhacker Classroom Concept Bundle          | Boomwhacker Classroom Concept Bundle (Example: West Music #205186)  |              |                     |                  |             |              |                  | \$ 497.92   |
| 53     | Boomwhacker Set                               | Boomwhacker 27-Tube Classroom Pack  |              |                     |                  |             |              |                  |             |
| 54     | REMO World Drumming                           | REMO World Drumming Package AA  |              | \$ 6,695.95         |                  |             |              | \$ 7,291.20      | \$ 5,406.98 |
| 55     | Drums Alive Drumtastic 2.0 25-Participant Set | Drums Alive Drumtastic 2.0 25-Participant Set   |              |                     |                  |             |              |                  | \$ 1,352.56 |
| 56     | Lummi Sticks                                  | Basic Beat BBSL12 12" Maple Lummi Sticks (pair)   |              | \$ 748.75           |                  |             |              |                  | \$ 22.12    |
| 57     | Triangle                                      | Westco 6" Steel Triangle  |              | \$ 38.00            |                  |             |              |                  | \$ 5.61     |
| 58     | Maracas                                       | #WM4330)  |              | \$ 71.70            |                  |             |              |                  | \$ 11.27    |

**Bid #3616 - Band Instruments and Equipment**

| Item # | Description                     | Model   | Alamo Music | Music is Elementary | Perfektion Music | Romeo Music | Taylor Music | Washington Music | West Music  |
|--------|---------------------------------|---|-------------|---------------------|------------------|-------------|--------------|------------------|-------------|
| 59     | Sandblocks                      | Basic Beat BBH04 Sandblocks   |             | \$ 47.50            |                  |             |              |                  | \$ 5.61     |
| 60     | Woodblock                       | Basic Beat BBH05 Woodblock  |             | \$ 66.00            |                  |             |              |                  | \$ 4.80     |
| 61     | Cluster Bell                    | Basic Beat BB3B Cluster Bell  |             | \$ 98.75            |                  |             |              |                  | \$ 3.19     |
| 62     | Guiro Crow Sounder              | Basic Beat BBH06 Guiro Crow Sounder                                   |             | \$ 33.00            |                  |             |              |                  | \$ 4.81     |
| 63     | Headless Tambourine             | Basic Beat BBT08 8" Headless Tambourine                               |             | \$ 34.50            |                  |             |              |                  | \$ 8.84     |
| 64     | Vibraslap                       | Basic Beat BBV12 Vibraslap  |             | \$ 49.99            | \$ 21.50         |             |              |                  | \$ 17.76    |
| 65     | Thundertube                     | Remo SP-0201-TL 7x2 1/4" Thunder Tube (Lightning)                     |             | \$ 9.95             |                  |             |              |                  | \$ 6.42     |
| 66     | Cowbells                        | Westco BE7202 Cowbell with Mallet                                     |             | \$ 119.60           |                  |             |              |                  | \$ 7.23     |
| 67     | Agogo Bells                     | Westco Agogo Bells  |             | \$ 54.99            |                  |             |              |                  | \$ 6.50     |
| 68     | Shekere                         | Overseas Connection G-522A Medium Shekere                             |             | \$ 36.95            |                  |             |              |                  | \$ 33.06    |
| 69     | Cabasa                          | NINO Percussion NINO702 Medium Cabasa                                 |             | \$ 49.98            | \$ 22.50         |             |              | \$ 24.00         | \$ 20.18    |
| 70     | Ratchet                         | Basic Beat BB542 Crank Ratchet  |             | \$ 29.95            | \$ 30.00         |             |              |                  | \$ 26.64    |
| 71     | Claves                          | Meinl CL1RW Redwood Claves  |             | \$ 75.80            |                  |             |              | \$ 12.00         | \$ 10.46    |
| 72     | Finger Cymbals                  | Basic Beat BB732 Cast Finger Cymbals                                  |             | \$ 319.20           | \$ 20.00         |             |              |                  | \$ 16.95    |
| 73     | Slapstick                       | Basic Beat BBS15 15" Slapstick  |             | \$ 19.72            | \$ 115.00        |             |              |                  | \$ 16.95    |
| 74     | Soprano Glockenspiels           | Sonor Global Beat Soprano Glockenspiel                                | \$ 119.00   | \$ 486.00           | \$ 125.00        |             |              | \$ 110.40        | \$ 102.60   |
| 75     | Alto Glockenspiels              | Sonor Global Beat Alto Glockenspiel                                   | \$ 124.00   | \$ 504.00           | \$ 319.00        |             |              | \$ 114.50        | \$ 106.40   |
| 76     | Soprano Metallophone            | Sonor Global Beat Soprano Metallophone                                | \$ 358.00   | \$ 702.00           | \$ 419.00        |             |              | \$ 351.65        | \$ 296.40   |
| 77     | Alto Metallophone               | Sonor Global Beat Alto Metallophone                                   | \$ 448.00   | \$ 855.00           | \$ 739.00        |             |              | \$ 429.35        | \$ 361.00   |
| 78     | Bass Metallophone               | Sonor Global Beat Bass Metallophone                                   | \$ 768.00   | \$ 1,512.00         | *\$389.00        |             |              | \$ 752.35        | \$ 638.40   |
| 79     | Soprano Xylophone               | Sonor Global Beat Soprano Xylophone                                   | \$ 428.00   | \$ 801.00           | \$ 459.00        |             |              | \$ 396.65        | \$ 338.20   |
| 80     | Alto Xylophone                  | Sonor Global Beat Alto Xylophone                                      | \$ 558.00   | \$ 1,026.00         | \$ 729.00        |             |              | \$ 449.80        | \$ 387.60   |
| 81     | Bass Xylophone                  | Sonor Global Beat Bass Xylophone                                      | \$ 1,048.00 | \$ 1,962.00         | \$ 1,800.00      |             |              | \$ 736.00        | \$ 623.20   |
| 82     | Bass Bar Set                    | Sonor Primary Set of 5 Bass Bars (Example: West Music #PRWEST5-2)     |             | \$ 1,816.88         |                  |             |              |                  | \$ 1,550.40 |
| 83     | Cajon                           | Meinl JC50B Jam Cajon, Birch  |             | \$ 79.99            |                  |             |              | \$ 77.00         | \$ 64.59    |
| 84     | Tubano Drum Package, Set of 112 | REMO Tubano Drum Package, Set of 12 (Example: West Music #RT-WEST-12) |             |                     |                  |             |              |                  | \$ 3,038.95 |
| 85     | 12" Djembe                      | REMO Mondo DJ-0012-PM 12" Key-Tuned Djembe, Kintekloth                |             | \$ 339.95           | \$ 325.00        |             |              |                  | \$ 274.51   |
| 86     | 10" Djembe                      | REMO Mondo DJ-0010-PM 10" Key-Tuned Djembe, Kintekloth                |             | \$ 259.95           |                  |             |              |                  |             |
| 87     | Bongos                          | Basic Beat BB271 6-7" Key-Tuned Bongos                                |             | \$ 159.90           |                  |             |              |                  | \$ 52.45    |
| 88     | Frame Drums, Nesting Set        | Remo Fiberskyn Frame Drum 6-Piece Pack (8", 10", 12", 14", 16", 22")  |             | \$ 172.45           | \$ 250.00        |             |              |                  | \$ 139.66   |
| 89     | Stretchy Band                   | Bear Paw Creek Extra Large Stretchy Band, Latex Free                  |             | \$ 74.95            |                  |             |              |                  | \$ 75.54    |

**Bid #3616 - Band Instruments and Equipment**

| Item # | Description   | Model  | Alamo Music | Music is Elementary | Perfektion Music | Romeo Music | Taylor Music | Washington Music | West Music |
|--------|---------------|--|-------------|---------------------|------------------|-------------|--------------|------------------|------------|
| 90     | Scarves       | Set of Hemmed Scarves (Example: West Music WM27S Set of 12 27" Hemmed Scares #WM27S) |             |                     |                  |             |              |                  | \$ 27.42   |
| 91     | Bean Bags     | Bear Paw Creek Cloth Bean Bag, Set of 12   |             | \$ 406.80           |                  |             |              |                  | \$ 22.74   |
| 92     | Digital Piano | Roland RP501R Digital Piano with Stand   |             |                     |                  | \$ 1,401.00 |              |                  |            |
| 93     | Digital Piano | Roland RD-88 Digital Piano with Stand and Pedals                                     | \$ 1,575.00 |                     |                  | \$ 1,487.00 |              | \$ 1,607.20      |            |

Mailed to 31 vendors                      \*Bid did not meet the specifications  
24 vendors did not respond

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

To be funded through the FP and GP funds

**Bid #3617 - Art Supplies and Equipment**

| Item # | Description  | Blick Art   | Lakeshore   | Mid-South Ceramic | Nasco       | Quill    | School Specialty  |
|--------|--|-------------|-------------|-------------------|-------------|----------|-------------------|
| 1      | Excel EX-1266-SFF Kiln with EZ List and Select Fire Controller, 240 Volts                        |             |             | \$ 4,800.00       |             |          | \$ 3,612.33       |
| 2      | Amaco Excel Kiln with EZ Lift EX399SF, 240 V   | \$ 4,725.00 |             | \$ 5,500.00       |             |          | \$ 4,085.10       |
| 3      | Skutt Kiln KM 1027, 240 V  | \$ 3,672.00 |             | \$ 4,250.00       | \$ 4,060.51 |          | \$ 3,445.84       |
| 4      | Skutt Kiln KM 1227PM, 240 V  |             |             | \$ 5,900.00       |             |          | \$ 4,037.24       |
| 5      | EXCEL Kiln Furniture Kit   |             |             | \$ 795.00         |             |          | \$ 628.71         |
| 6      | Skutt Kiln Furniture Kit   | \$ 549.00   |             | \$ 825.00         | \$ 714.84   |          | \$511.28/\$807.99 |
| 7      | Minimight II Slab Roller, for Slabs up to 22"  | \$ 624.00   |             | \$ 825.00         | \$ 717.84   |          | \$ 787.69         |
| 8      | Speedball Clay Boss Pottery Wheel  | \$ 936.00   |             | \$ 985.00         | \$ 1,273.69 |          | \$ 1,236.26       |
| 9      | X-Acto #1 Knife Set  |             |             |                   |             | \$ 7.40  | \$ 23.16          |
| 10     | X-Acto Pkg of 100 Blades, X-Life   | \$ 22.95    |             |                   |             | \$ 49.47 | \$ 26.01          |
| 11     | AWT Rack-It Drying and Storage Rack, 38.5x32x69-in., 50 shelf (School Specialty Catalog #409475) |             |             |                   | \$ 4,783.99 |          | \$ 3,115.68       |
| 12     | Copernicus Portable sink, 53" Height, Base Model   | \$ 1,625.00 | \$ 2,279.05 |                   |             |          | \$ 1,466.83       |
| 13     | Martin Yale Trimmer - 36" with Auto Clamp  | \$ 682.00   |             |                   |             |          | \$ 523.80         |
| 14     | X-Acto Heavy-Duty Square Trimmer   | *\$105.84   |             |                   | \$ 256.31   | *\$48.39 | *\$110.78         |
| 15     | Paint Palettes with Lids   | \$ 0.66     |             |                   | \$ 1.40     |          | \$ 15.09          |
| 16     | Surebonder Mini Hybrid Cordless Glue Gun, 20 Watt  |             |             |                   |             |          | \$ 9.15           |
| 17     | Surebonder Dual Temp Cordless/Corded Glue Gun, 40 Watt   | \$ 13.23    |             |                   | \$ 12.76    | \$ 41.58 | \$ 10.94          |
| 18     | Aluminum Rulers (Example: Blick catalog #55430-1012)   | \$ 1.96     |             |                   | \$ 1.96     | \$ 2.06  | \$ 1.91           |

**Bid #3617 - Art Supplies and Equipment**

| Item # | Description                          | Blick Art | Lakeshore | Mid-South<br>Ceramic | Nasco | Quill | School Specialty |
|--------|--------------------------------------|-----------|-----------|----------------------|-------|-------|------------------|
| 19     | Gelli Plates, 5x7, Class Pack of 11  | \$ 110.87 |           |                      |       |       | \$ 91.05         |
| 20     | Gelli Plates, 8x10, Class Pack of 11 | \$ 167.58 |           |                      |       |       | \$ 159.89        |

Mailed to 20 vendors

14 vendors did not respond

\*Does not meet bid specifications

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

To be funded through GP and FP Funds.

### Bid #3618 - Dance Supplies and Equipment

| Item # | Description  | BSN Sports      | Flaghouse Inc    |
|--------|--|-----------------|------------------|
| 1      | Dance Mirror - Glassless Dance Mirror (Mylar) - 6 ft. by 8 ft. - with Low Rolling Base |                 | <b>*\$920.00</b> |
| 2      | Portable Ballet Bar with Barre on both sides, height adjustable, 16-ft. length, Poplar |                 | <b>*\$440.00</b> |
| 3      | So Danca Lace Up Tap Shoe, Black, Various Sizesn (or similar)                          | No Bid          | No Bid           |
| 4      | Bloch Giselle Full Sole Leather Ballet Shoes, Pink, Various Sizes (or similar)         | No Bid          | No Bid           |
| 5      | Foam Yoga Block, 3"x6"x9"  | <b>\$ 11.88</b> | No Bid           |
| 6      | Foam Yoga Block, 4"x6"x9"  | \$ 13.66        | <b>\$ 8.40</b>   |
| 7      | Marley Vinyl Dance Floor, Matte Black Finish, approx. 6' x 60' Floor Rolls             | No Bid          | No Bid           |

Mailed to 40 vendors

\*Not as specified

38 vendors did not respond

Recommend: Motion to approve the overall lowest and best bid as highlighted.

To be funded through GP and FP funds.



**2022-23**

**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 asset 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---33%  
Appendix B- Board Observational Data---33%

Section II Quantitative:  
Appendix C- Achievement of Board Goals/Strategic Plan---  
33%
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 theevaluation.



11. A copy of the written evaluation shall be delivered to the Director of Schools two weeks prior to the June board meeting.

**SECTION I – QUALITATIVE**  
**APPENDIX A – Administrator Survey**

| <b>Administrator's Perceptions of<br/>Director's Performance</b>                           | <b>5 - Significantly<br/>Above Expectations</b> | <b>4 - Above<br/>Expectations</b> | <b>3 - At Expectations</b> | <b>2 - Below<br/>Expectations</b> | <b>1 - Significantly<br/>Below Expectations</b> |
|--|---|-----------------------------------|----------------------------|-----------------------------------|---|
| 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 Expectations | 4 - Above Expectations | 3 - At Expectations | 2 - Below Expectations | 1 - Significantly Below Expectations |
|---|--------------------------------------|------------------------|---------------------|------------------------|--------------------------------------|
| <b>BOARD RELATIONSHIPS</b>  |                                      |                        |                     |                        |                                      |
| 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. |                                      |                        |                     |                        |                                      |
| 9. Offers professional advice to the Board on items requiring board action, with appropriate recommendations based on thorough review and analysis  |                                      |                        |                     |                        |                                      |
| 10. Supports board policy and actions to the public and staff   |                                      |                        |                     |                        |                                      |
| <b>Total Mean Score for Board Relationships</b>   |                                      |                        |                     |                        |                                      |

|  | 5 - Significantly<br>Above Expectations | 4 - Above<br>Expectations | 3 - At Expectations | 2 - Below<br>Expectations | 1 - Significantly<br>Below Expectations |
|--|---|---------------------------|---------------------|---------------------------|---|
| <b>COMMUNITY RELATIONSHIPS</b>   |   |                           |                     |                           |   |
| 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.  |   |                           |                     |                           |   |
| <b>Total Mean Score for Community Relationships</b>  |   |                           |                     |                           |   |

|   | 5 - Significantly<br>Above Expectations | 4 - Above<br>Expectations | 3 - At Expectations | 2 - Below<br>Expectations | 1 - Significantly<br>Below Expectations |
|---|---|---------------------------|---------------------|---------------------------|---|
| <b>STAFF AND PERSONNEL RELATIONSHIPS</b>  |   |                           |                     |                           |   |
| 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.  |   |                           |                     |                           |   |
| 6. Recognizes staff for their professional achievements   |   |                           |                     |                           |   |
| 7. Through shared leadership, offers continuous improvement opportunities for educators and staff that is focused on student learning consistent with the school districts vision and goals |   |                           |                     |                           |   |
| <b>Total Mean Score for Staff and Personnel Relationships</b>   |   |                           |                     |                           |   |

|  | 5 - Significantly<br>Above Expectations | 4 - Above<br>Expectations | 3 - At Expectations | 2 - Below<br>Expectations | 1 - Significantly<br>Below Expectations |
|--|---|---------------------------|---------------------|---------------------------|---|
| <b>FACILITIES, FINANCE AND HUMAN RESOURCES</b>   |   |                           |                     |                           |   |
| 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.   |   |                           |                     |                           |   |
| <b>Total Mean Score for Facilities, Finance and Human Resources</b>  |   |                           |                     |                           |   |

|  | 5 - Significantly<br>Above Expectations | 4 - Above<br>Expectations | 3 - At Expectations | 2 - Below<br>Expectations | 1 - Significantly<br>Below Expectations |
|--|---|---------------------------|---------------------|---------------------------|---|
| <b>VISION</b>  |   |                           |                     |                           |   |
| 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 and student performance data pertaining to students and their families in developing the school district mission and goals.   |   |                           |                     |                           |   |
| <b>Total Mean Score for Vision</b>   |   |                           |                     |                           |   |

|   | 5 - Significantly<br>Above Expectations | 4 - Above<br>Expectations | 3 - At Expectations | 2 - Below<br>Expectations | 1 - Significantly<br>Below Expectations |
|---|---|---------------------------|---------------------|---------------------------|---|
| <b>STUDENT ACHIEVEMENT</b>  |   |                           |                     |                           |   |
| 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. Involves faculty and stakeholders in enhancement and renewal of curriculum to ensure alignment of curriculum, instruction, and assessment to Tennessee State Standards.  |   |                           |                     |                           |   |
| 4. Applies and communicates qualitative and quantitative findings to identify strengths and weaknesses in programs and practices in order to ensure continuous improvement. |   |                           |                     |                           |   |
| 5. Leads board and other stakeholders through annual analysis of district academic performance  |   |                           |                     |                           |   |
| 6. Establishes curriculum planning to anticipate occupational trends and school-to-career needs.  |   |                           |                     |                           |   |
| 7. Formulates plan to assess appropriate teaching methods and classroom management strategies for all learners.   |   |                           |                     |                           |   |
| 8. Works collaboratively with members of the staff in using student achievement data to determine relevant professional development opportunities                           |   |                           |                     |                           |   |
| 9. Meets with principals regularly to provide feedback on goal achievement and to assess ongoing school improvement efforts.  |   |                           |                     |                           |   |
| 10. Identifies, clarifies, and addresses barriers to student learning.  |   |                           |                     |                           |   |
| 11. Recognizes and celebrates student accomplishments.  |   |                           |                     |                           |   |
| <b>Total Mean Score for Student Achievement</b>   |   |                           |                     |                           |   |



|   | 5 - Significantly<br>Above Expectations | 4 - Above<br>Expectations | 3 - At Expectations | 2 - Below<br>Expectations | 1 - Significantly<br>Below Expectations |
|---|---|---------------------------|---------------------|---------------------------|---|
| <b>MANAGEMENT AND OPERATIONS</b>  |   |                           |                     |                           |   |
| 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 various situations and involves stakeholders in decisions impacting 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. |   |                           |                     |                           |   |
| <b>Total Mean Score for Management and Operations</b>   |   |                           |                     |                           |   |

|  | 5 - Significantly<br>Above Expectations | 4 - Above<br>Expectations | 3 - At Expectations | 2 - Below<br>Expectations | 1 - Significantly<br>Below Expectations |
|--|---|---------------------------|---------------------|---------------------------|---|
| <b>INTEGRITY, FAIRNESS AND ETHICS</b>  |   |                           |                     |                           |   |
| 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.  |   |                           |                     |                           |   |
| <b>Total Mean Score for Integrity, Fairness and Ethics</b>   |   |                           |                     |                           |   |

|  | 5 - Significantly<br>Above Expectations | 4 - Above<br>Expectations | 3 - At Expectations | 2 - Below<br>Expectations | 1 - Significantly<br>Below Expectations |
|--|---|---------------------------|---------------------|---------------------------|---|
| <b>POLITICAL/SOCIAL/CULTURAL CONTEXT</b>   |   |                           |                     |                           |   |
| 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.                         |   |                           |                     |                           |   |
| 4. Establishes a culture that encourages responsible risk-taking while requiring accountability for results.     |   |                           |                     |                           |   |
| <b>Total Mean Score for Political/Social/Cultural Context</b>  |   |                           |                     |                           |   |

**SECTION II-QUANTITATIVE:**  
**APPENDIX C-Achievement of Board Goals/Strategic Plan**

| Annual Objectives  | 5 – Significantly Above Expectations | 4 – Above Expectations | 3 – At Expectations | 2 – Below Expectations | 1 – Significantly Below Expectations |
|--|--------------------------------------|------------------------|---------------------|------------------------|--------------------------------------|
| <b>Performance Objective 1: Ensure that there is a continuous improvement plan for student achievement and growth.</b> |                                      |                        |                     |                        |                                      |
| Performance Indicator - The performance objective is complete when the Director of Schools reports:                    |                                      |                        |                     |                        |                                      |
| 1. District resources are clearly aligned to the district vision, goals, and improvement plan.                         |                                      |                        |                     |                        |                                      |
| 2. Examine data, set goals and stay the course or initiate change as necessary.  |                                      |                        |                     |                        |                                      |
| 3. Success Rate: All students in grades 3-5 reach AMO achievement target set by TDOE                                   |                                      |                        |                     |                        |                                      |
| 4. Success Rate: All students in grades 6-8 reach AMO achievement target set by TDOE                                   |                                      |                        |                     |                        |                                      |
| 5. Success Rate: All students in grades 9-12 reach AMO achievement target set by TDOE                                  |                                      |                        |                     |                        |                                      |
| 6. Graduation Rate- Above 95% graduation rate for applicable cohort  |                                      |                        |                     |                        |                                      |
| 7. TVAAS system-wide literacy scored at level 3 or higher  |                                      |                        |                     |                        |                                      |
| 8. TVAAS system-wide numeracy scored at level 3 or higher  |                                      |                        |                     |                        |                                      |
| 9. TVAAS system-wide composite scored at level 3 or higher   |                                      |                        |                     |                        |                                      |
| 10. Chronic Absenteeism: All students in all grades absolute performance goal of below 10% for indicator               |                                      |                        |                     |                        |                                      |
| 11. ELPA: English Language learners in all grades reach AMO target set by TDOE.  |                                      |                        |                     |                        |                                      |
| 12. Ready Graduate: All students in 9-12 absolute performance goal of 40% or higher for indicator                      |                                      |                        |                     |                        |                                      |

|  | 5 - Significantly Above Expectations | 4 - Above Expectations | 3 - At Expectations | 2 - Below Expectations | 1 - Significantly Below Expectations |
|--|--------------------------------------|------------------------|---------------------|------------------------|--------------------------------------|
| <b>Performance Objective 2: Develop a school district strategic plan.</b>  |                                      |                        |                     |                        |                                      |
| Performance Indicators - The performance objective is complete when the Director of Schools reports:   |                                      |                        |                     |                        |                                      |
| 1. Annual and long-range goals, along with measurable objectives and strategies, have been established with input from Board, staff and community members. |                                      |                        |                     |                        |                                      |
| <b>Performance Objective 3: Evaluate the organizational structure of the district and reorganize as necessary to achieve maximum effectiveness.</b>        |                                      |                        |                     |                        |                                      |
| Performance Indicators - The performance objective is complete when the Director of Schools reports:   |                                      |                        |                     |                        |                                      |
| 1. The reorganization of personnel and a revised organizational chart has been developed.  |                                      |                        |                     |                        |                                      |
| <b>Performance Objective 4: Develop a comprehensive plan to promote school system and increase parent and community involvement.</b>                       |                                      |                        |                     |                        |                                      |
| Performance Indicators - The performance objective is complete when the Director of Schools reports:   |                                      |                        |                     |                        |                                      |
| 1. Promotional tools for the school system have been developed such as rebranding, redesigned web presence, blogs, podcasts, videos and publications       |                                      |                        |                     |                        |                                      |

|  | 5 - Significantly Above Expectations | 4 - Above Expectations | 3 - At Expectations | 2 - Below Expectations | 1 - Significantly Below Expectations |
|--|--------------------------------------|------------------------|---------------------|------------------------|--------------------------------------|
| <b>Performance Objective 5: Work with the school board to develop and implement an annual plan for promoting school system and increasing communication and support with the county commission/city council.</b>   |                                      |                        |                     |                        |                                      |
| Performance Indicator - The performance objective is complete when the Director of Schools reports:  |                                      |                        |                     |                        |                                      |
| 1. The board adopts an annual agenda for promotion, which includes activities, which the board and/or the Director will complete during the year. The plan must include activities to build support from the County Commission and subsequent committees |                                      |                        |                     |                        |                                      |
| <b>Performance Objective 6: Develop a budget for the school board as outlined in school policies, activities in the school board annual agenda, and guidelines established by the State Department of Education.</b>                                     |                                      |                        |                     |                        |                                      |
| Performance Indicator - The performance objective is complete when the Director of Schools reports:  |                                      |                        |                     |                        |                                      |
| 1. A budget document has been formulated using procedures required by school board policies, activities in the school board annual agenda, and guidelines established by the State Department of Education.  |                                      |                        |                     |                        |                                      |
| <b>Performance Objective 7: Ensure the Board's annual agenda is developed and implemented.</b>   |                                      |                        |                     |                        |                                      |
| Performance Indicator - The performance objective is complete when the Director of Schools reports:  |                                      |                        |                     |                        |                                      |
| 1. Evidence that annual agenda items referencing the Director of Schools have been completed or are ongoing and nearing completion.  |                                      |                        |                     |                        |                                      |

|  |                                      |                        |                     |                        |                                      |
|--|--------------------------------------|------------------------|---------------------|------------------------|--------------------------------------|
|  | 5 – Significantly Above Expectations | 4 – Above Expectations | 3 – At Expectations | 2 – Below Expectations | 1 – Significantly Below Expectations |
|--|--------------------------------------|------------------------|---------------------|------------------------|--------------------------------------|

**Performance Objective 8: Provide and promote activities that give the school board an opportunity to review its effectiveness and improve the relationship between individual school board members, and the school board as a whole with the Director of Schools.**

Performance Indicators - The performance objective is complete when the Director of Schools reports:

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| 1. Information regarding improvement activities such as workshops, clinics, conventions, board retreats, etc.   |  |  |  |  |  |
| 2. Information regarding criteria for individual school board member recognition (e.g., Boardsmanship Awards), school board recognition (e.g., Board of Distinction) and the criteria required for school board district and state recognition. |  |  |  |  |  |
| 3. A self-evaluation instrument that reviews school board effectiveness and allows for each school board member to make recommendations and suggestions for improvement has been distributed to the Board for their review.                     |  |  |  |  |  |

## 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** \_\_\_\_\_



# Rutherford County Board of Education

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

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

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

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

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

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

## Legal References

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

## Cross References

Assignment/Transfer of Personnel 5.115

# Rutherford County Board of Education

|  |  |                                  |                                 |
|--|--|----------------------------------|---------------------------------|
| Monitoring:<br>Review: Annually,<br>in September | Descriptor Term:<br><b>Administrative Committees</b> | Descriptor Code:<br><b>1.602</b> | Issued Date:<br><b>02/16/11</b> |
|  |  | Rescinds:<br><b>1.602</b>        | Issued:<br><b>01/15/09</b>      |

1 The director of schools and the chairman of the board may establish such committees as he/she finds  
2 necessary for proper administration of board policies and for the improvement of the total educational  
3 program.

4 All administrative committees created by the director of schools shall be for the purpose of obtaining the  
5 advice and counsel of administrative and supervisory personnel of the system and to aid in  
6 communication. Authority for establishing policy remains with the Board and authority for  
7 implementing policy remains with the director of schools.

8 The membership, composition and responsibilities of committees authorized by the board, including the  
9 policy advisory committee, will be defined by the chairman of the board and may be changed at his/her  
10 discretion.

11 The Policy Advisory Committee shall be composed of:

- 12 • One (1) educational support personnel member
- 13 • All school board members
- 14 • One (1) principal
- 15 • Two (2) classroom teachers
- 16 • One (1) supervisor
- 17 • Two (2) citizens at large
- 18 • Director of schools and/or his designee

**Policy committee members shall serve on the committee for a two-year term.**

Cross Reference:

Qualifications/Duties of the Director of Schools 5.802

# Rutherford County Board of Education

|  |  |                                  |                                 |
|--|--|----------------------------------|---------------------------------|
| Monitoring:<br>Review: Annually,<br>in March | Descriptor Term:<br><br><b>Code of Conduct</b> | Descriptor Code:<br><b>6.300</b> | Issued Date:<br><b>08/12/21</b> |
|  |  | Rescinds:<br><b>6.300</b>        | Issued:<br><b>05/04/21</b>      |

The Board delegates to the Director of Schools the responsibility of developing specific codes of conduct which are appropriate for each level of school.<sup>1</sup> Codes of conduct for students in pre-kindergarten or kindergarten shall utilize alternative disciplinary practices such as restorative practices, RTI<sup>2</sup>B, multi-tiered system of supports, and behavior intervention plans. Exclusionary discipline shall only be used as a measure of last resort.<sup>2</sup> 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.<sup>3</sup>

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.<sup>4</sup> 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 conduct<sup>3</sup> and shall ensure that disciplinary measures are implemented in a manner that:<sup>5</sup>

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, RTI<sup>2</sup>B, 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 environment<sup>6</sup>
- 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 RTI<sup>2</sup>B
- 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, alcohol,  
9 or a non-THC vape product
- 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.<sup>7</sup>

#### *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.<sup>6</sup>

#### *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

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#### 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

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#### 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:<br><b>Review: Annually, in May</b> | Descriptor Term:<br><b>School Counseling Program</b> | Descriptor Code:<br><b>6.400</b> | Issued Date:<br><b>01/15/09</b> |
|  |  | Rescinds:<br><b>5-28.7/6-8</b>   | Issued:                         |

Through the collaborative efforts of the school counselor with school administration, teachers, support staff, and community stakeholders, each school shall provide a comprehensive school counseling program for all students as outlined in the Tennessee Comprehensive School Counseling Model Implementation Guide.

The school counseling program shall adhere to The Tennessee Department of Education School Counseling Model and Standards Policy, and the American School Counseling Association (ASCA) Ethical Standards for School Counselors.

## STANDARDS

The Tennessee School Counseling Standards describe the attitudes, knowledge, skills, and experiences that students need to achieve academic success, social and emotional development, and college and career readiness. The definitions of each domain are as follows:

1. Academic Success: standards guiding school counseling programs to implement strategies and activities to maximize each students' ability to learn.
2. Social and Emotional Development: standards guiding school counseling programs to help students manage emotions, and to learn and apply appropriate interpersonal skills.
3. College and Career Readiness: standards guiding school counseling programs to help students understand the connection between school and the world of work, and to plan for and make a successful transition from school to post-secondary education and the workforce.

## SERVICES

A comprehensive school counseling program shall include services and activities such as:

1. Prevention and intervention programs delivered to all students to help them achieve mastery of school counseling standards.
2. Individual student planning designed to help all students plan, monitor, and manage their own learning.
3. Responsive services such as individual or small group counseling and support to address immediate student needs that are interrupting their learning.
4. Referrals: Connect students and families to school and community resources.
5. Consultation: Share strategies that support student achievement.

6. Collaboration: work with stakeholders to support student achievement and advocate for access and equity for all students.
7. Program Foundation: planning of the counseling program.
8. Management: assessments, tools, and systems used to efficiently and effectively deliver the comprehensive school counseling program.
9. Accountability: analysis of program to determine effectiveness.
10. Fair-share Responsibility: responsibilities all school staff share to ensure smooth operation of the school.

## CONFIDENTIALITY

School counselors shall respect the right of privacy of the students they counsel. Confidentiality shall be maintained by the school counselor except:

1. When the student makes statements or claims of harm to self or others.
2. To consult with school support staff personnel on behalf of the student.
3. When the student or parent/guardian of the student waives this privilege by submitting their consent in writing.

When a counselor is in doubt about what information to release, they shall consult with a board attorney.

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### Legal References

TCA 49-6-303  
TCA 49-5-302  
Public Acts 1985, ch. 472, § 1; 1999, ch. 256, § 1; 1999,  
ch. 367, § 3; 1999, ch. 372, §§ 1-5

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### Cross References

Middle Grades Policy 2.102  
High School Policy 2.103  
Parent Involvement and Community Schools 4.207  
Mental Health Standards and Guidelines 4.209  
School Counseling Model and Standards 5.103  
Professional Development 5.200



# Evergreen Solutions, LLC

2878 Remington Green Circle - Tallahassee, Florida 32308  
850.383.0111 - fax 850.383.1511

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August 10, 2022

Ms. JoAnne Robichaud, CPP  
Rutherford County School Board  
2240 Southpark Drive  
Murfreesboro, Tennessee 37128

SUBMITTED VIA EMAIL: [robichaudj@rcschools.net](mailto:robichaudj@rcschools.net)

Dear Ms. Robichaud:

We appreciate the opportunity to submit a letter proposal to conduct a Compensation Study for the Rutherford County School Board (RCSB). I have prepared a work plan outlining the tasks, activities, and milestones necessary to accomplish this study as well as a proposed timeline and cost.

## Detailed Work Plan

### Task 1.0 Project Initiation

#### TASK GOALS

- Finalize the project plan with the RCSB.
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for all project milestones and deliverables.

#### TASK ACTIVITIES

- 1.1 Discuss with the RCSB Project Manager and any other key staff the following objectives:
  - review our proposed methodology, approach, and project work plan to identify any necessary revisions;
  - reach agreement on a schedule for the project including all assignments and project milestones/deliverables;
  - establish an agreeable communication schedule.
- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of RCSB and some of the short- and long-term priorities.
- 1.3 Obtain relevant materials from RCSB, including:

**Task 2.0  
Evaluate the Current  
System**

- organizational charts for the departments and divisions, along with related responsibility descriptions; and
- current position and classification descriptions, and salary schedule(s) for select positions.

1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.

**KEY PROJECT MILESTONES**

- Comprehensive project management plan
- Database of RCSB staff

**TASK GOAL**

- Conduct a comprehensive preliminary evaluation of the existing compensation plan(s) for RCSB.

**TASK ACTIVITIES**

- 2.1 Obtain the existing pay structure and compensation philosophy (if any). Review the existing pay structure and look for potential problems and issues to be resolved.
- 2.2 Discuss the strengths and weaknesses of the current pay plan(s) for RCSB. Discuss any pay compression issues that may exist and possible solutions.
- 2.4 Conduct interviews with Assistant Superintendents to better understand any issues that may exist within their respective departments.
- 2.5 Examine school level and central office administrator positions as well as classified staff positions at the school and district level for any inequities in pay.
- 2.6 Evergreen will also review the following issues:
- Teacher steps capping at 21 years
  - Adding central office positions into the pay plan
  - Reviewing the classified position mobility
- 2.7 Complete an assessment of current conditions that details the pros and cons of the current system for RCSB as well as highlights areas for potential improvement in the final adopted solution.



**Task 3.0  
Identify Approved  
List of Benchmarks  
and Survey Targets**

**KEY PROJECT MILESTONES**

- Review of existing compensation plan(s)
- Assessment of current conditions

**TASK GOALS**

- Identify positions to benchmark for the market salary survey.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market salary assessment.

**TASK ACTIVITIES**

- 3.1 Identify and review with the RCSB Project Manager the classifications that will be used as benchmarks for the market salary survey. **Note:** Evergreen will work with the RCSB Project Manager to select all certified and up to 150 classified staff classifications to use as benchmarks for the market salary survey.
- 3.2 Finalize the list of benchmark positions.
- 3.3 Review with the RCSB Project Manager up to 20 peer organizations that should be included in the market salary survey.
- 3.4 Develop a preliminary list of public organizations for the external labor market survey, placing a comparative emphasis on characteristics such as:
  - size of the organization;
  - geographic proximity to the Rutherford area;
  - economic and budget characteristics; and
  - other demographic data.
- 3.5 Develop a list of survey targets by employee group. Develop a system for use of secondary data, including potential sources and weighting of secondary data.
- 3.6 Review survey methodology with the RCSB Project Manager and refine survey methodology prior to distribution of survey.
- 3.7 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

**KEY PROJECT MILESTONES**

- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts



**Task 4.0**  
**Conduct Market**  
**Survey and Provide**  
**External**  
**Assessment**  
**Summary**

**TASK GOALS**

- Conduct an external labor market salary survey.
- Provide a summary of the survey results to the RCSB Project Manager for review.

**TASK ACTIVITIES**

- 4.1 Prepare a customized external labor market salary survey for the RCSB Project Manager's approval. Discuss the questions to include in the market salary survey. **Note:** Evergreen will collect data on supplements and additive pay for certified staff.
- 4.2 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 4.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 4.4 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 4.5 Validate all data submitted.
- 4.6 Develop summary report of external labor market salary survey assessment results.
- 4.7 Submit summary report of external labor market salary survey assessment results to the RCSB Project Manager.

**KEY PROJECT MILESTONES**

- Market salary survey instrument
- Summary report of external labor market salary survey assessment results

**Task 5.0**  
**Develop Strategic**  
**Positioning**  
**Recommendations**

**TASK GOALS**

- Assess the appropriateness of the existing compensation philosophy for RCSB.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

**TASK ACTIVITIES**

- 5.1 Identify the accepted compensation philosophy and accompanying thresholds.
- 5.2 Using the market salary survey data collected in **Task 4.0**, and compensation data reviewed in **Task 2.0**, determine the proper pay scale including number of grades and ranges.



**Task 6.0**  
**Conduct Solution**  
**Analysis**

- 5.3 Identify highly competitive positions within RCSB and customize recommendations for compensation where required.
- 5.4 Produce a revised or new pay scale(s) that best meets the needs of RCSB from an external equity standpoint.

**KEY PROJECT MILESTONES**

- Proposed compensation strategic direction, taking into account external equity
- Plan for addressing unique, highly competitive positions

**TASK GOALS**

- Slot classifications into the revised or new pay scale based on survey results.
- Propose several possible options for implementation.

**TASK ACTIVITIES**

- 6.1 Use a market-based approach, or other appropriate techniques, to properly slot each classification into the revised or new pay scale.
- 6.2 Place all classifications into pay grades based on **Task Activity 6.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 6.3 Create implementation solutions for consideration that take into account the current compensation philosophy and financial impact, as well as the findings from the compensation analysis. Recommend alternative compensation policy changes.
- 6.4 Determine the best solution to meet the needs of RCSB in the short- and long-term.
- 6.5 Document the accepted solution.

**KEY PROJECT MILESTONES**

- Revised or new pay scale(s)
- Classification assignments by pay grade
- Implementation plan(s)
- Documented final solution





**Task 7.0  
Develop Draft and  
Final Reports**

**TASK GOALS**

- Develop and submit a draft and final report of the Compensation Study to the Rutherford County School District.
- Present final report, if requested.

**TASK ACTIVITIES**

- 7.1 Produce a comprehensive draft report that captures the results of each previous step. The report will include the costs associated with all recommendations as well as implementation strategies.
- 7.2 Submit the comprehensive draft report to the RCSB Project Manager for review and approval.
- 7.3 Make edits and submit necessary copies of the final report to the RCSB Project Manager.
- 7.4 Present the final report to RCSB, if requested.
- 7.5 Develop a communication plan for sharing study results with RCSB's employees.
- 7.6 Develop a plan for maintaining recommendations over time.

**KEY PROJECT MILESTONES**

- Draft and final reports
- Final presentation
- Communication plan

**Task 8.0  
Develop  
Recommendations  
for Compensation  
Administration**

**TASK GOAL**

- Develop recommendations for a maintenance program so administration by RCSB staff may sustain the recommended compensation system/structure.

**TASK ACTIVITIES**

- 8.1 Develop recommendations and guidelines for continued administration and maintenance of the compensation system, including recommendations and guidelines related to:
  - how employees will move through the pay structure/ system as a result of transfers, promotions, or demotions;



- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay;
- how often to adjust pay scales and survey the market;
- the timing of implementation; and
- how to keep the system fair and competitive over time.

8.2 Recommend recruitment/retention strategies, where appropriate.

8.3 Finalize and present recommendations to the RCSB Project Manager for review.

#### KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

#### Proposed Cost and Timeline

Our total, not-to-exceed, fixed cost to complete all tasks in our work plan is \$64,500. Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect cost (overhead), clerical support, and all other out-of-pocket expenses. Our cost is based on one onsite visit to RCSB as most of the work can be performed virtually. Evergreen can conduct this study in approximately three months from the execution of a contract.

Our preferred method of invoicing is as follows:

- 33% - upon completion of Tasks 1 – 2
- 33% - upon completion of Tasks 3 – 4
- 34% - upon completion of Tasks 5 – 8

We would love the opportunity to work with Rutherford County School Board. If you need any additional information, please feel free to contact me at (850) 383-0111 or via email at [jeff@consultevergreen.com](mailto:jeff@consultevergreen.com).

Sincerely,



Dr. Jeffrey Ling, President  
Evergreen Solutions, LLC



Rutherford County Schools  
2022/23 Fund 177 Budget  
Major Capital Projects  
Budget Amendment

|                                     |                                  | 8/11/2022<br>Amendment #1<br>Capital Projects |           |          |                |
|-------------------------------------|----------------------------------|---|-----------|----------|----------------|
| Object                              | Description                      | Original Budget                               | Decrease  | Increase | Amended Budget |
| 34685                               | Comm for Capital Proj.           | 10,321,949                                    | 3,831,851 | -        | 6,490,098      |
| Revenues:                           |                                  | Original Budget                               | Decrease  | Increase | Amended Budget |
|                                     | Total County Property Taxes      | 15,849,788                                    | -         | -        | 15,849,788     |
|                                     | Total Local Taxes                | 2,623,470                                     | -         | -        | 2,623,470      |
| Total Revenue & Operating Transfers |                                  | 18,473,258                                    | -         | -        | 18,473,258     |
| Object                              | Description                      | Original Budget                               | Increase  | Decrease | Amended Budget |
| 72310                               | Board of Education               |   |           |          |                |
| 510                                 | Trustees Commission              | 563,448                                       |           |          | 563,448        |
|                                     | Total Board of Education         | 563,448                                       | -         | -        | 563,448        |
| 91300                               | Education Capital Projects       |   |           |          |                |
| 335                                 | Maint. & Repair Serv. - Bldgs.   | 17,909,810                                    | 3,193,993 | -        | 21,103,803     |
| 399                                 | Other Contracted Services        |   | 637,858   | -        | 637,858        |
|                                     | Total Education Capital Projects | 17,909,810                                    | 3,831,851 | -        | 21,741,661     |
|                                     | Total Expenditures               | 18,473,258                                    | 3,831,851 | -        | 22,305,109     |

Each July 1 outstanding purchase orders in this fund are liquidated. The funds go to fund balance which in this fund is account 34685, Committed for Capital Projects. These purchase orders are for projects that had not been finished by June 30. This amendment takes those funds out of 34685, Committed for Capital 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 \$3,831,851.40 in funds to re-budget.

**Recommended motion** – to amend the 2022/23 Capital Projects Budget, Fund 177, by reducing account 34685, Committed for Capital Projects by \$3,831,851.40 and by increasing Maintenance and Repair Services – Buildings, account 91300-335 & Other Contracted Services, account 91300-399 for a combined total of the same \$3,831,851.40 as presented.

\_\_\_\_\_  
Director of Schools

\_\_\_\_\_  
Chairman of the Board

Rutherford County Schools  
2022/23 Fund 177 Budget  
Major Capital Projects  
Budget Amendment

8/11/2022  
Amendment #2  
Capital Projects

| Object | Description            | Amended Budget | Decrease | Increase | Amended Budget |
|--------|------------------------|----------------|----------|----------|----------------|
| 34685  | Comm for Capital Proj. | 6,490,098      | 296,560  | -        | 6,193,538      |

| Revenues:                                      |                             | Original Budget | Decrease | Increase | Amended Budget |
|--|-----------------------------|-----------------|----------|----------|----------------|
|  | Total County Property Taxes | 15,849,788      | -        | -        | 15,849,788     |
|  | Total Local Taxes           | 2,623,470       | -        | -        | 2,623,470      |
| <b>Total Revenue &amp; Operating Transfers</b> |                             | 18,473,258      | -        | -        | 18,473,258     |

| Object       | Description                      | Amended Budget | Increase | Decrease | Amended Budget |
|--------------|----------------------------------|----------------|----------|----------|----------------|
|              | Total Board of Education         | 563,448        | -        | -        | 563,448        |
| <b>91300</b> | Education Capital Projects       |                |          |          |                |
| <b>335</b>   | Maint. & Repair Serv. - Bldgs.   | 21,103,803     | 296,560  | -        | 21,400,363     |
| <b>399</b>   | Other Contracted Services        | 637,858        | -        | -        | 637,858        |
|              | Total Education Capital Projects | 21,741,661     | 296,560  | -        | 22,038,221     |
|              | Total Expenditures               | 22,305,109     | 296,560  | -        | 22,601,669     |

This amendment budgets \$296,560 from Committed for Capital Projects Fund Balance to two unexpected repair and replacement items. \$46,560 is for a repair to the Rockvale High Sewer line and \$250,000 is to replace the visitor side bleachers at Blackman High

In addition, \$102,000 will be amended internally from the Smyrna Middle School Fence to cover the replacement of the Pre-K playground at LaVergne Lake Elementary and \$95,000 will be amended internally from Oakland Pool HVAC to Oakland Pool deck and walls.

**Recommended Motion:** To amend \$296,560 from Committed for Capital Projects Fund Balance. \$46,560 is for the Rockvale Sewer line repair and \$250,000 is to replace the visitor side bleachers at Blackman High. In addition, to reallocate \$102,000 internally from the Smyrna Middle School Fence to replace the Pre-K playground at LaVergne Lake Elementary and to reallocate \$95,000 internally from the Oakland High Pool HVAC to Oakland High Pool deck and walls

\_\_\_\_\_  
Director of Schools

\_\_\_\_\_  
Chairman of the Board

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## **RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION**

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**Job Title:** **Special Projects Accountant**

**Terms of Employment:** **12 Month Classified**

**Reports To:** **Accounting Supervisor  
Assistant Superintendent Budget and Finance**

---

### **POSITION DESCRIPTION:**

Manages and assesses budgetary facets as assigned by Accounting Supervisor and Assistant Superintendent of Budget and Finance. Oversees all allocated special projects and charter school operations and authorizations in collaboration with the school choice facilitator or other school choice options as needed or assigned by Accounting Supervisor or Assistant Superintendent of Budget & Finance. Assists as needed with projects, reports, and analyses.

---

### **ESSENTIAL DUTIES:**

- Evaluates effectiveness of financial aspects of operations and programs in assigned areas; identifies and implements improvements or enhancements.
- Ensures compliance with district, state, and federal financial policies, regulations, and laws.
- Communicates through the proper channels to keep the RCS management and other appropriate personnel informed of impending problems.
- Maintains confidentiality.
- Use computers and other technology to enter and access information related to essential job functions.
- Reviews, codes, and approves purchases by RCS departments according to accuracy, uniform chart of accounts, and fund availability.
- Reviews and approves payment of invoices based on verification by the purchasing requestor.
- May operate a motor vehicle to conduct various work activities.
- Evening meetings and some travel may be required.

### 3. Essential Duties: (Cont.)

- Ability to present findings in a professional manner to BOE, Rutherford County Commission, State Charter School Commission, and other elected/appointed.
- Assist Accounting Supervisor and Assistant Superintendent of budget and finance as needed
- Oversees all financial aspects of assigned special projects and charter schools, including but not limited to site visits, annual reviews, renewal application process, application process, adherence to the financial aspects of assigned project, evaluation of financial policies and procedures and makes recommendations for improvements, communicates relevant district financial information, annual review and renewal of project(s).
- Provides leadership as a member of a collaborative team to ensure that financial and capital improvement school choice initiatives are aligned with district strategies and priorities.
- Creates a customer-focused climate and provides quality services and support to schools, families and other stakeholders.
- All other duties as required

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### **QUALIFICATIONS:**

- Bachelor's Degree in Accounting or Finance with 5 progressive years of accounting experience;  
or
- Associate's Degree in Accounting or Finance with at least 10 years of accounting experience
- CGFM or CCFO designation preferred
- Uniform County Chart of Accounts knowledge preferred

---

### **Demonstrated knowledge and Abilities**

- Good communication skills
  - Ability to handle multiple tasks under pressure and meet deadlines
  - Computer skills and ability to use Microsoft Excel or a similar spreadsheet program
- 
-





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|                      |  |
|----------------------|--|
| <b>ORGANIZATION:</b> | Rutherford County Schools              |
| <b>CONTACT:</b>      | Bryan Yarbrough                        |
| <b>ADDRESS:</b>      | 2240 Southpark Drive, Murfreesboro, TN |
| <b>PHONE:</b>        | 615-893-5812                           |

|                       |                                      |
|-----------------------|--------------------------------------|
| <b>PROJECT TITLE:</b> | La Vergne Lake Playground Renovation |
| <b>REVISION:</b>      | 1 - Pre-K Area                       |
| <b>OPTION:</b>        | 1                                    |

## Official Quote from Great Southern Recreation

OMNIA Certified Proposal Number: TN-R170304-315966

| TERRITORY MANAGER | DATE      | TERRITORY | COUNTY     | TERMS  | COLORS |
|-------------------|-----------|-----------|------------|--------|--------|
| Nathan            | 7/14/2022 | TN        | Rutherford | Net 10 | TBD    |

| PART NUMBER                                      | QUANTITY | DESCRIPTION  | UNIT PRICE   | TOTAL         |
|--|----------|--|--------------|---------------|
| R50C6DFCA  | 1        | Custom Playcraft 2-5YR Steel Structure - 5"          | \$ 32,997.00 | \$ 32,997.00  |
| PC 1921  | 1        | Tyke Seesaw - 2-5YR                                  | \$ 1,895.00  | \$ 1,895.00   |
| PC 2426  | 1        | Alligator Balance Beam - 2-5YR                       | \$ 733.00    | \$ 733.00     |
| C120   | 64       | Chain for Swing                                      | \$ 2.60      | \$ 166.40     |
| H170   | 8        | Anchor Shackle for Swing                             | \$ 5.00      | \$ 40.00      |
| S130   | 4        | Rubber Belt Seat                                     | \$ 38.00     | \$ 152.00     |
| 4286-6G  | 2        | 6' Bench w/ Back - 5-12YR Area                       | \$ 686.00    | \$ 1,372.00   |
|  |          |  |              | \$ -          |
| SUBTOTAL FOR EQUIPMENT                           |          |  |              | \$ 37,355.40  |
| Exclusive Certified Southern-built™ Installation |          |  |              | \$ 12,141.00  |
| SAFETY SURFACE                                   | 2856     | 2-5YR - Grassmats Protective Surface                 | \$ 5.45      | \$ 15,565.20  |
| SAFETY SURFACE                                   | 5248     | Sod for 2-5YR Grassmats Area                         | \$ 1.20      | \$ 6,297.60   |
| SITWORK  | 2445     | 2-5YR - Remove Existing PIP and Concrete Substrate   | \$ 4.25      | \$ 10,391.25  |
| BORDER   | 243      | 2-5YR - Remove/Dispose Plastic Borders               | \$ 2.00      | \$ 486.00     |
| REMOVAL/RELOCATE                                 | 1        | 2-5YR - Dispose Equipment/Relocate Panels            | \$ 4,325.00  | \$ 4,325.00   |
| REMOVAL/RELOCATE                                 | 1        | Fill Dirt for Surfacing Prep After Equipment Removal | \$ 2,000.00  | \$ 2,000.00   |
| DISCOUNT   |          |  |              | 10%           |
| OMNIA CONTRACT DISCOUNT                          |          |  |              | \$ (3,735.54) |
| SUBTOTAL   |          |  |              | \$ 84,825.91  |

|           |       |
|-----------|-------|
| TAX RATE  | 9.00% |
| SALES TAX | -     |

|                                  |          |
|----------------------------------|----------|
| MANUFACTURERS MATERIAL SURCHARGE | 4,581.11 |
| EQUIPMENT FREIGHT                | 9,500.00 |
| SURFACE FREIGHT                  | 2,430.00 |

**TOTAL** \$ 101,337.02

Please Note Exclusions and Expectations on Attached Contract Form

Great Southern Recreation: 2441-Q Old Fort Parkway, Murfreesboro, TN 37128



## PROPOSAL

**TO:** Rutherford County Schools  
**PROJECT:** Blackman High School Visitor Side  
**LOCATION:** Murfreesboro, TN

**BID DATE:** 7/21/2022  
**DATE:** 7/21/2022  
**ADDENDUMS:** N/A

We propose to furnish the following as manufactured by INTERKAL using standard design, materials, construction sizes and colors. Sales tax is not included in pricing.

**Material, freight, and installation** ..... **\$227,718.00**

### Pricing Includes:

1. Visitor Side Bank – 115' x 15 Rows which includes:
  - Excel Seat Modules- 10"
  - 10.25" / 24" Rise/Run
  - Self Storing End Rails/ Aisle Rails – Bleacher will NOT be wall to wall
  - Vinyl End Curtains
  - Motion Monitors and Limit Switches
  - ADA Recoverable Notchouts
  - Row Letters and Seat Numbers
  - **3 Phase Power- RCS Responsible for running 3 phase power instead of single phase- bleacher is too large to run off single phase power**

### Excludes:

1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials, otherwise any applicable tax will be added at time of invoicing.
2. Architectural Fees
3. Any Liquidated, Consequential and/or Actual Damages clauses.
4. All electrical work – By Others
5. Patching and Painting
6. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.
7. Must have full access to the gymnasium during removal and installation timeframe
8. Price includes dumpster for all removed materials

### TERMS: Net 30 Days

RESPECTFULLY,  
**Toadvine Enterprises**

By *Sam Melchior*

**ACCEPTED:**

\_\_\_\_\_ (name)

\_\_\_\_\_ (date)

**Note:** This quotation is offered for acceptance within 30 days and is subject to revision beyond that time. Pricing assumes delivery no later than **November 2022**. Delivery beyond this date shall require a Change Order for any additional escalation fees that are incurred to Toadvine Enterprises by the manufacturer.



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# SENTELL BROTHERS OF WHITEHOUSE, INC.

1032 WASHINGTON DRIVE  
COTTONTOWN, TN 37048  
(615) 642-8123 OFFICE  
(615) 672-2898 FAX

**SUBMITTED TO :** Rutherford County Board of Education

**STREET :** 2240 Southpark Blvd.

**JOB NAME :** Epoxy painting swimming pool area.

**CITY :** Murfreesboro

**JOB LOCATION :** Oakland High School

**STATE & ZIP :** Tennessee. 37128

**PHONE :** 615-893-5812

**We hereby submit specifications & estimates for:**

Providing all labor, paint, and equipment necessary to prep and epoxy paint the swimming pool area at Oakland High School for the Rutherford County Board of Education.

LINE ITEM # 1 - BLOCK WALLS: \$23,910.00

A. Prep walls & apply 2 coats of water based to epoxy to the block walls including 2 stripes.

LINE ITEM # 2 - LIFT RENTAL: \$2,500.00

LINE ITEM # 3 - POOL WALKWAY: \$18,900.00

A. Sand walkway & apply 2 coats of slip resistant epoxy to walkway.

LINE ITEM # 4 - POOL TILE: \$6,930.00

A. Sand, prime and epoxy the tile around the pool & re-write the numbers.

LINE ITEM # 5 - POOL: \$42,210.00

A. Prep the pool by removing the old coating & apply 2 coats of epoxy including re-doing the stripes.

TOTAL FOR LINE ITEMS 1 - 5 = \$94,450.00

**We propose to complete the above mentioned work for the sum of :** \$94,450.00

Ninety-four thousand four hundred fifty & 00/100

**DOLLARS**

**Payment terms:** Net 30

**Authorized Signature :**

**Note : This proposal may be withdrawn by us if not accepted within the following number of days :** 90

**Acceptance of Proposal** - The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Signature :**

**Date of acceptance :**

# **SENTELL BROTHERS OF WHITEHOUSE, INC.**

106 EDWARDS CT.  
WHITE HOUSE, TN 37188  
(615) 642-8123 OFFICE  
(615) 672-2898 FAX

**SUBMITTED TO :** Rutherford County Board of Education

**STREET :** 2240 Southpark Blvd.

**JOB NAME :** Epoxy painting swimming pool area.

**CITY :** Murfreesboro

**JOB LOCATION :** Oakland High School

**STATE & ZIP :** Tennessee. 37128

**PHONE :** 615-893-5812

**We hereby submit specifications & estimates for:**

**We propose to complete the above mentioned work for the sum of :** \$94,450.00

Ninety-four thousand four hundred fifty & 00/100

**DOLLARS**

**Payment terms :** Net 30

**Authorized Signature :**

**Note : This proposal may be withdrawn by us if not accepted within the following number of days :**

90

**Acceptance of Proposal** - The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Signature :**

**Date of acceptance :**

**Old Hickory Buildings**  
Cust. Service: (615) 890-8075  
www.oldhickorybuildings.com



Patriot Structures of Lebanon  
3675 TN Highway 109  
Lebanon Hwy 109, TN 37087  
615-549-5353

Purchase Type: **ORDER-SHOP BUILT**  
Building Type: **Utility (8' Walls)**  
Size: **12x20**  
Reference #: **448554**

Date: **07/28/2022**  
Salesman: **Jessica Aguila**

\*Revisions on Custom Orders subject to fee, see below for details

\*All Sizes Nominal\* \*12' wide measured eave to eave\* \*7' & 8' Tall Walls  
Measured on Outside\*

#### NOTES/COMMENTS

#### Customer Name

(Name must match ID) **Tony Faulk**

Delivery Address: **123 Murfreesboro**

(City) **Murfreesboro (State)TN (Zip )37128**

(County) **Rutherford**

Primary Phone: **(615) 456-4971**

Cell Phone:

Mailing Address:

**123**

City:

**Murfreesboro**

State:

**TN**

ZIP:

**37128**

Work Phone:

Email:

#### Cash Sale

\*Checks payable to:

Old Hickory Buildings, LLC\*

|                    | Amount     |
|--------------------|------------|
| Sales Price        | \$6,495.00 |
| Option Cost        | \$367.00   |
| Building Materials |            |
| Surcharge          | \$0.00     |
| Total (Pre-Tax)    | \$6,862.00 |
| 7% Tax             | \$0.00     |
| Up to \$1600       | \$0.00     |
| Up to \$3200       | \$0.00     |
| Tax                | \$0.00     |
| Total Cost         | \$6,862.00 |

Free setup includes leveling the building to the specifications on our blocking diagram (customer may request a copy from dealer) starting with the high corner at ground level or one four inch concrete block high. Buildings may then be leveled to a maximum of 3 feet at the highest corner. If leveling requires one (1) foot or less, pressure treated wood may be used. Otherwise, customer may supply concrete blocks which are placed on top of the ground, or driver can supply concrete blocks for \$3.00 each. In very rare cases, underground footers may be required by local building codes. Old Hickory Buildings does not offer digging or footer services, and these services are not included in free setup. However, we can work with Customer or a contractor when required for an additional cost. Free delivery covers one trip up to thirty (30) miles one way. Trips over thirty (30) miles are subject to a \$4.00/mile (8, 10, & 12 ft wide) or \$5.00/mile (14ft wide) or \$6.00/mile (16ft wide) charge one way. Customer will be responsible for any additional mileage charge as well as the cost of any additional trips. \* A non-refundable fee will be charged on cancellations or revisions of custom orders as follows: 10% on cash sales of 8ft, 10ft, & 12ft wide buildings, 20% on cash sales of 14ft & 16ft wide buildings, up to 50% on any build on site order; or, on rent to own sales, the security deposit plus first month's rent.

**PAINTED**

**QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.**

Old Hickory Buildings, LLC - QUOTE SHEET

Quote Only - Reference #: 448554

Sales Lot Patriot Structures of Lebanon Date 07/28/2022  
Customer Name Tony Faulk Bldg Type/Size 8' Utility (8' Walls) 12x20

|                 |                       |                       |           |     |             |
|-----------------|-----------------------|-----------------------|-----------|-----|-------------|
| Bldg Type       | Painted               | Item                  | Price     | Qty | Total Price |
| Flooring        | Engineered Panels T&G | 8' Walls              | 175.00 EA | 1   | \$175.00    |
| Roof            | TBD                   | Double Door           | INCLUDED  |     |             |
| Siding Type     |                       | 2x6 Floor Joists      | 0.40 / SF | 240 | \$96.00     |
| Exterior Finish | Painted               | 16" On Center Trusses | 0.40 / SF | 240 | \$96.00     |
| Wall Color      | TBD                   | TOTAL OPTIONS PRICE   |           |     | \$367.00    |
| Trim Color      | TBD                   |                       |           |     |             |
| Door Color      | TBD                   |                       |           |     |             |
| Door Trim Color | TBD                   |                       |           |     |             |
| Shutter Color   |                       |                       |           |     |             |

Notes/Comments

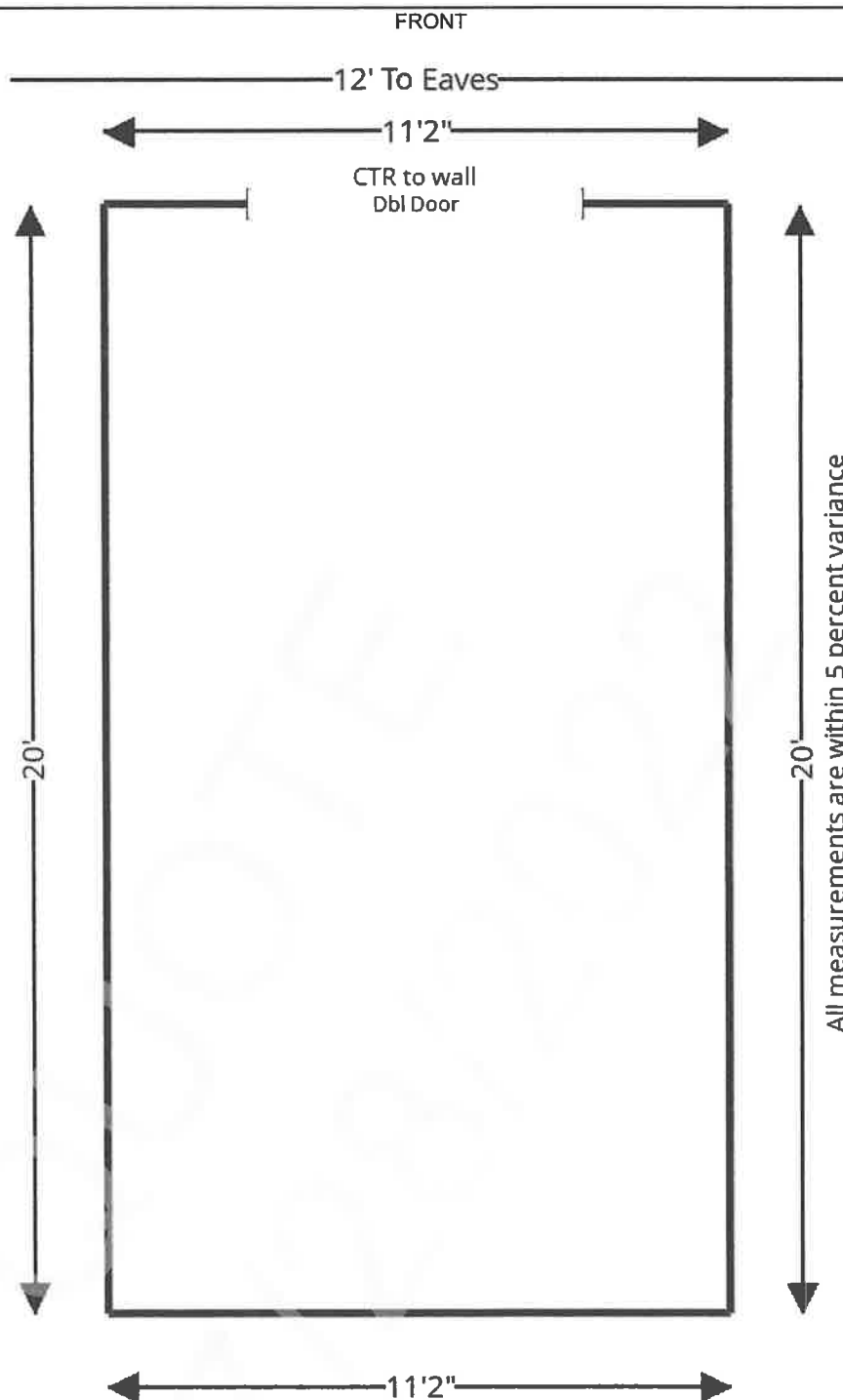
PAINTED

QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.

# Old Hickory Buildings, LLC - DRAWING SHEET

Please send along with work order and order sheet on all custom orders - Reference #: 448554

Sales Lot Patriot Structures of Lebanon Date 07/28/2022  
Customer Name Tony Faulk Bldg Type/Size 8' Utility (8' Walls) 12x20



BACK  
Roof ridge runs from FRONT to BACK

PAINTED

QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.

**Old Hickory Buildings, LLC - Additional Terms, Conditions, and Warranties**

Please send along with work order, order sheet, and drawing sheet on all custom orders - Reference #: 448554

|                      |                                      |                       |                                    |
|----------------------|--------------------------------------|-----------------------|------------------------------------|
| <b>Sales Lot</b>     | <b>Patriot Structures of Lebanon</b> | <b>Date</b>           | <b>07/28/2022</b>                  |
| <b>Customer Name</b> | <b>Tony Faulk</b>                    | <b>Bldg Type/Size</b> | <b>8' Utility (8' Walls) 12x20</b> |

**Additional Terms, Conditions and Warranties**

**1. SALE IS NOT FINAL.** This Agreement is subject to approval and execution by Old Hickory's corporate office. Old Hickory has the right to refuse any sale up until the time when the building is set up at customer's location. Old Hickory shall have the right to correct any errors in this Agreement concerning pricing or taxes.

**2. LIMITED WARRANTY.** Customer will receive a limited five-year warranty. The details of this warranty can be found online at [www.oldhickorybuildings.com](http://www.oldhickorybuildings.com). Customer acknowledges that Customer has been provided a copy of this warranty or have had adequate time to review this warranty online. Discounted Buildings do not carry a warranty on cosmetic issues.

**3. DELIVERY AND SETUP.** Old Hickory strives to deliver all buildings in a timely manner consistent with our customers' expectations; however, Old Hickory does not guarantee dates or times of delivery. Customer expressly understands that inclement weather, vehicle problems, difficulties at other delivery locations, and/or other unforeseen circumstances can affect the date and time of delivery. Old Hickory is not responsible for any of Customer's lost work time associated with any delays or rescheduled deliveries. Customer represents that the delivery location will be accessible by a truck and trailer. It is the Customer's responsibility to decide if ground conditions are unsuitable or too wet for delivery. Customer is responsible for informing the delivery driver of any utility hazards or any other relevant matter prior to commencement of setup.

**4. LIMITATIONS.** Old Hickory is not responsible for permits, snow/wind load requirements, covenant searches, restrictions, setbacks, yard damage, or underground damage. Please contact your local building inspector and/or homeowner's association for information on requirements and restrictions. Customer shall be solely responsible for and shall obtain any necessary permits PRIOR TO installation. Customer agrees to indemnify and hold harmless Old Hickory and its independent contractor delivery drivers for any yard damage done during installations and/or any violation of any government ordinance or code resulting from the installation of any Old Hickory product at Customer's location. Customer releases Old Hickory and its independent contractor delivery drivers from any claims for punitive, indirect, incidental, special, or consequential damages.

**5. PAYMENT.** Drivers do not take credit cards. All balances due must be paid by cash or check on delivery. Balance due paid by credit card must be paid prior to delivery. Credit card price is 3% higher than discounted cash price listed on the work order. In the event building is not paid for before or on delivery, driver will not leave building and additional trip charges will be incurred. If delivery has not been made within 90 days, cash customers must pay balance due, rental customers must pay the rent due or other amounts as required by the rental purchase agreement, or the order is subject to cancellation and cancellation fee will be charged. All amounts not paid at delivery will be considered past due. On cash sales, customer may choose option to postpone construction start date and extend requirement to pay within 90 days for an additional 10% non-refundable fee paid at the time of sale. If customer chooses to postpone construction start date, the customer still must pay the balance due within 90 days of construction completion regardless of whether building is delivered.

**6. CANCELLATIONS AND REFUNDS.** If Customer is dissatisfied with the Old Hickory product upon acceptance of delivery by Customer or Customer's authorized agent, **Customer's sole recourse is to file a warranty claim.**

**7. LATE PAYMENT, COSTS OF COLLECTION, AND RETRIEVAL.** Unless otherwise prohibited by state law, if Old Hickory must engage in any effort to secure payment or otherwise seek to compel Customer to fulfill any of Customer's obligations under this Agreement, Customer agrees to reimburse Old Hickory for any and all reasonable attorney fees, costs, and other expenses. For cash sales, Old Hickory may charge a monthly late fee equal to 10% of the amount due or the maximum amount allowed by law. FOR CASH SALES, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT A FAILURE TO PAY ALL AMOUNTS DUE ENTITLES OLD HICKORY THE RIGHT TO RETRIEVE THE OLD HICKORY PRODUCT AND CUSTOMER FURTHER WAIVES ANY AND ALL RIGHTS AND/OR CLAIMS FOR REFUND FOR ANY PAYMENTS MADE PRIOR TO SUCH RETRIEVAL UNLESS THE PAYMENTS MADE EXCEED THE DEPOSIT PLUS EXPENSES INCURRED BY OLD HICKORY IN RETRIEVING THE OLD HICKORY PRODUCT.

**8. REPRESENTATIONS AND WARRANTIES.** Customer hereby represents and warrants to Old Hickory, that Customer is the owner, or an authorized agent of the owner, of the property on which the Old Hickory product is to be delivered and set up.

**9. SEVERABILITY; APPLICABLE LAW AND VENUE; CLASS ACTION WAIVER.** If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, public policy, or otherwise, any remaining provisions of this Agreement shall nevertheless remain in full force and effect. Unless otherwise prohibited by state law, this Agreement will be governed and construed by the laws of the State of Tennessee, without giving effect to its choice of law principles, and Customer agrees that any legal action arising out of this Agreement instituted by Customer will be brought, and consents to the jurisdiction and venue in, Rutherford County, Tennessee. Customer specifically agrees that any claims arising out of or relating to this Agreement must be brought by Customer in an individual capacity and expressly waives any right or option for Customer to bring any claim related in any way to this Agreement as a plaintiff or class member in any representative action.

**10. ELECTRONIC NOTICE; CONSENT TO USE INFORMATION.** Customer and Old Hickory have agreed to conduct all and/or portions of this transaction by electronic means, including, but not limited to, acceptance by Customer of any revisions regarding errors in pricing or taxes. Customer consents to Old Hickory's use of any information disclosed by Customer for the purposes of completing the transactions contemplated in this document, for providing any ongoing support and services, and otherwise in accordance with Old Hickory's privacy policy. Such consent includes the disclosure of such information to third parties which is reasonably necessary for such purposes. Customer may request a copy of Old Hickory's privacy policies and practices through the above contact information.

Customer agrees to be bound by the terms, conditions, and warranties set forth herein and expressly acknowledges that there are no agreements of any type or kind other than those set forth herein.

|   |
|---|
| <b>QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.</b> |
|---|

Prepared by:  
MTEM C  
555 New Salem Hwy  
Murfreesboro, TN 37129

Service Location # \_\_\_\_\_ Meter Set SO# \_\_\_\_\_ WO # \_\_\_\_\_

RIGHT OF WAY EASEMENT

Development Blanket Easement YES ☐ NO ☒ Name of Development \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more)

\_\_\_\_\_ and/by \_\_\_\_\_  
Print Name Print Name  
(unmarried (husband and wife) or (Print Business Name) Rutherford County (business entity) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Middle Tennessee Electric Membership Corporation, a cooperative corporation hereinafter "Cooperative", whose address is Murfreesboro, Tennessee, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Rutherford State of Tennessee, at  
(911 address) 355 W. Thompson Lane Murfreesboro, TN 37129  
house # \_\_\_\_\_ Street/road name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

further described in County Tax Assessor's Tax Maps as

County Code 075 Map 058 Group \_\_\_\_\_ Parcel 069.01

which property may be further referenced as property of record in Deed Book 673, Page 380, of the Register's Office of the above named county and may be further described according to Exhibit "1" attached hereto and incorporated herein by reference as if set forth herein at length verbatim, if attached, to install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system and/or any other service permitted by law, on or under the above described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 20 feet of the center line (a total of 40') of said line or system, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by MTEM C (except those trees that appear on the MTEM C approved standard planting guide) which approval may be withheld by MTEM C in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system; to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, other utility or commercial purposes, or for any other service permitted by law. The undersigned hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Cooperative's use of this Right of Way Easement as described herein.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

With respect to the planting or maintenance of any trees, shrubbery or other vegetation within twenty feet (20') of the centerline (a total of 40') of said line or system, the undersigned must secure in advance the written approval of the cooperative which approval may be withheld by MTEM C in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system.

If any portion of the lines or system is placed underground, the right-of-way herein granted includes the right to install and maintain guy additions to overhead lines onto property of the undersigned.

The undersigned covenant that they are the owners of the above-described property.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Print Name) \_\_\_\_\_ (Legal Signature) \_\_\_\_\_  
(Print Name) \_\_\_\_\_ (Legal Signature) \_\_\_\_\_  
OR  
(Print Business Name) Rutherford County  
(Authorized Representative Print Name & Title) \_\_\_\_\_ (Legal Signature) \_\_\_\_\_

(ACKNOWLEDGMENT)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared to me known (or proved to me on the basis of satisfactory evidence) to be the person or persons described in, and who executed the foregoing instrument, and acknowledge that he/she/they executed the same as his/her/their free act and deed.

Witness my hand and official seal at \_\_\_\_\_, Tennessee, the day and year aforesaid.

Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared to me known (or proved to me on the basis of satisfactory evidence) to be the person or persons described in, and who executed the foregoing instrument, and acknowledge that he/she/they executed the same as his/her/their free act and deed.

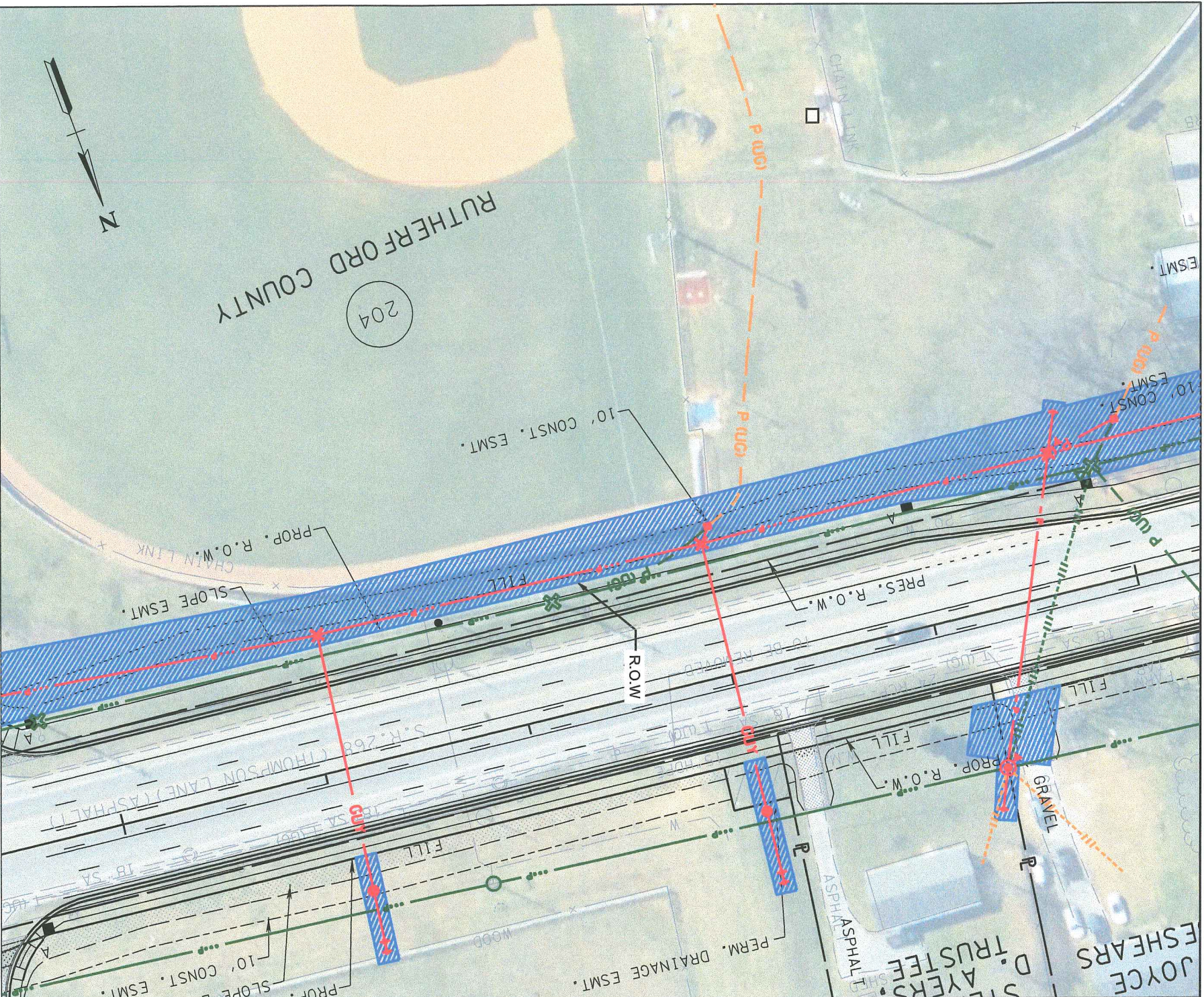
Witness my hand and official seal at \_\_\_\_\_, Tennessee, the day and year aforesaid.

Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_









LEGEND

- |           |   |   |                       |
|-----------|---|---|-----------------------|
| - - - - - | EXISTING ELECTRIC UTILITY TO BE REMOVED | ● | PROPOSED UTILITY POLE |
| - - - - - | EXISTING ELECTRIC UTILITY TO REMAIN     | ■ | PROPOSED MTE EASEMENT |
| - - - - - | PROPOSED ELECTRIC UTILITY               |   |                       |
| ○         | EXISTING UTILITY POLE TO BE REMOVED     |   |                       |
| □         | EXISTING UTILITY POLE TO REMAIN         |   |                       |

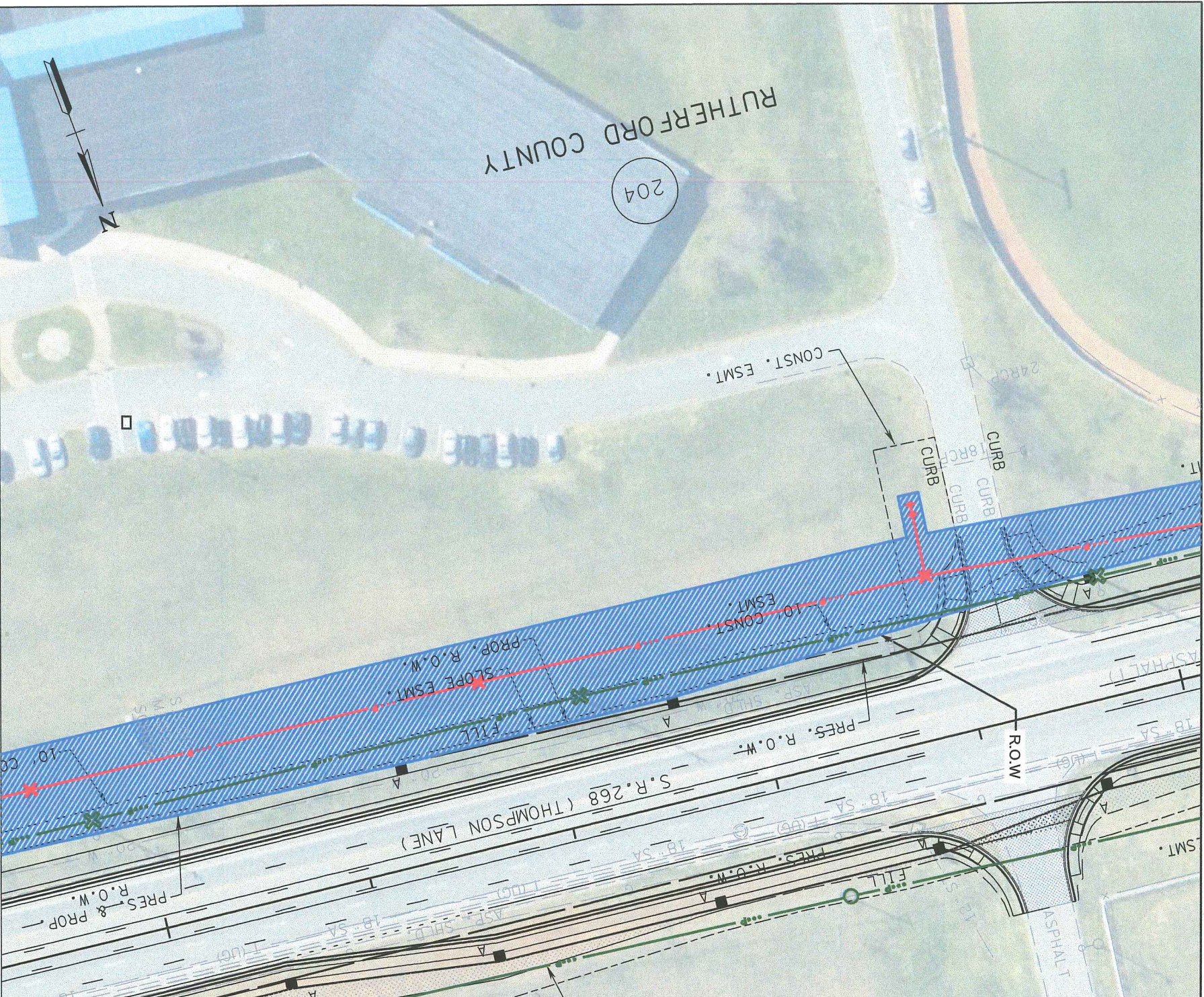
Easement Notes:

1. MTE has the right to install and operate, on the Easement Tract, utility lines and related equipment for the utility service that MTE provides.
2. This Exhibit was prepared in accordance with existing field evidence and recorded information. It is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.

NOTE: PROPERTY LINES WERE COMPILED FROM TDOT DRAWINGS AND DO NOT REPRESENT AN ACTUAL BOUNDARY SURVEY OF AFFECTED PROPERTIES.

|                                 |   |   |  |
|---------------------------------|---|---|--|
| MIDDLE<br>TENNESSEE<br>ELECTRIC | COUNTY OF: RUTHERFORD<br>STATE OF: TENNESSEE<br>COUNTY CODE: 075<br>MAP NUMBER: 058<br>DEED BOOK: 673 | GROUP NO.:<br>PARCEL NO.: 069.01<br>PAGE: 380 | EXHIBIT "B"<br>(TRACT #204)<br>Scale: 1" = 60' |
|---------------------------------|---|---|--|





LEGEND

- |           |   |   |                       |
|-----------|---|---|-----------------------|
| - - - - - | EXISTING ELECTRIC UTILITY TO BE REMOVED | ● | PROPOSED UTILITY POLE |
| - - - - - | EXISTING ELECTRIC UTILITY TO REMAIN     | ■ | PROPOSED MTE EASEMENT |
| - - - - - | PROPOSED ELECTRIC UTILITY               |   |                       |
| ○         | EXISTING UTILITY POLE TO BE REMOVED     |   |                       |
| □         | EXISTING UTILITY POLE TO REMAIN         |   |                       |

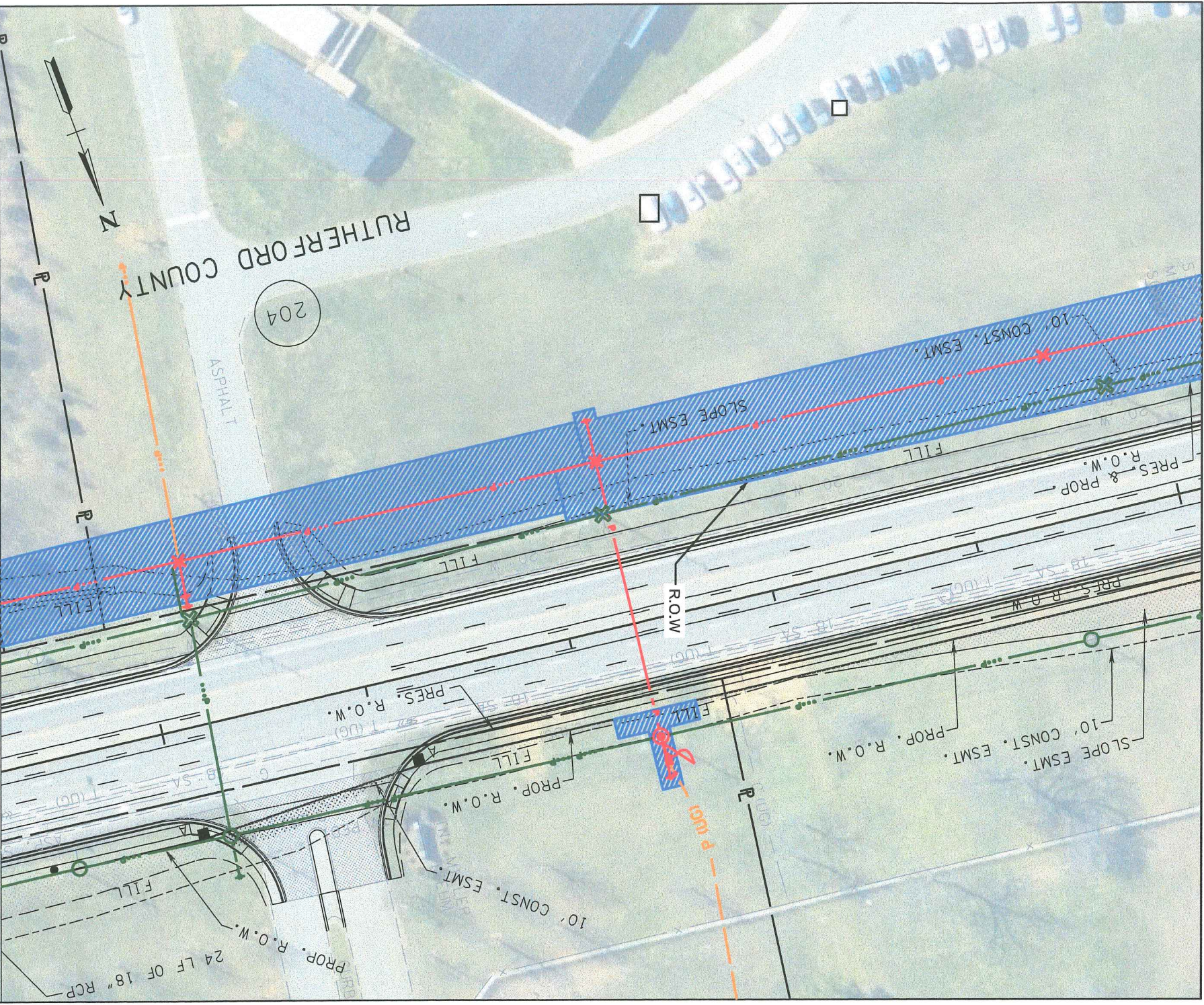
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|                                 |                               |  |
|---------------------------------|-------------------------------|--|
| MIDDLE<br>TENNESSEE<br>ELECTRIC | COUNTY OF: RUTHERFORD         | EXHIBIT "C"<br>(TRACT #204)<br>Scale: 1" = 60' |
|                                 | STATE OF: TENNESSEE           |  |
|                                 | COUNTY CODE: 075              |  |
|                                 | MAP NUMBER: 058               |  |
|                                 | GROUP NO.: PARCEL NO.: 069.01 |  |
|                                 | DEED BOOK: 673 PAGE: 380      |  |





LEGEND

EXISTING ELECTRIC UTILITY TO BE REMOVED

EXISTING ELECTRIC UTILITY TO REMAIN

PROPOSED ELECTRIC UTILITY

EXISTING UTILITY POLE TO BE REMOVED

EXISTING UTILITY POLE TO REMAIN

PROPOSED UTILITY POLE

PROPOSED MTE EASEMENT

- Easement Notes:
- MTE has the right to install and operate, on the Easement Tract, utility lines and related equipment for the utility service that MTE provides.
  - This Exhibit was prepared in accordance with existing field evidence and recorded information. It is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.

NOTE: PROPERTY LINES WERE COMPILED FROM TDOT DRAWINGS AND DO NOT REPRESENT AN ACTUAL BOUNDARY SURVEY OF AFFECTED PROPERTIES.

|                                 |   |                         |                    |  |
|---------------------------------|---|-------------------------|--------------------|--|
| MIDDLE<br>TENNESSEE<br>ELECTRIC | COUNTY OF: RUTHERFORD<br>STATE OF: TENNESSEE<br>COUNTY CODE: 075<br>MAP NUMBER: 058<br>DEED BOOK: 673 | GROUP NO.:<br>PAGE: 380 | PARCEL NO.: 069.01 | EXHIBIT "D"<br>(TRACT #204)<br>Scale: 1" = 60' |
|---------------------------------|---|-------------------------|--------------------|--|



MTEMC  
555 New Salem Hwy.  
Murfreesboro, TN 37129

## RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more)

further described in County Tax Assessor's Tax Maps as

which property may be further referenced as property of record in Deed Book 673, Page 380 of the Register's Office of the above named county and may be further described according to Exhibit "1" attached hereto and incorporated herein by reference as if set forth herein at length verbatim, if attached, to install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system and/or any other service permitted by law, on or under the above described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures, to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 20 feet of the center line (a total of 40') of said line or system, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by MTEMC (except those trees that appear on the MTEMC approved standard planting guide) which approval may be withheld by MTEMC in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system; to prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or transformer; to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, other utility or commercial purposes, or for any other service permitted by law. The undersigned hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Cooperative's use of this Right of Way Easement as described herein.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## (ACKNOWLEDGMENT)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared to me known (or proved to me on the basis of satisfactory evidence) to be the person or persons described in, and who executed the foregoing instrument, and acknowledge that he/she/they executed the same as his/her/their free act and deed.

Notary Public \_\_\_\_\_

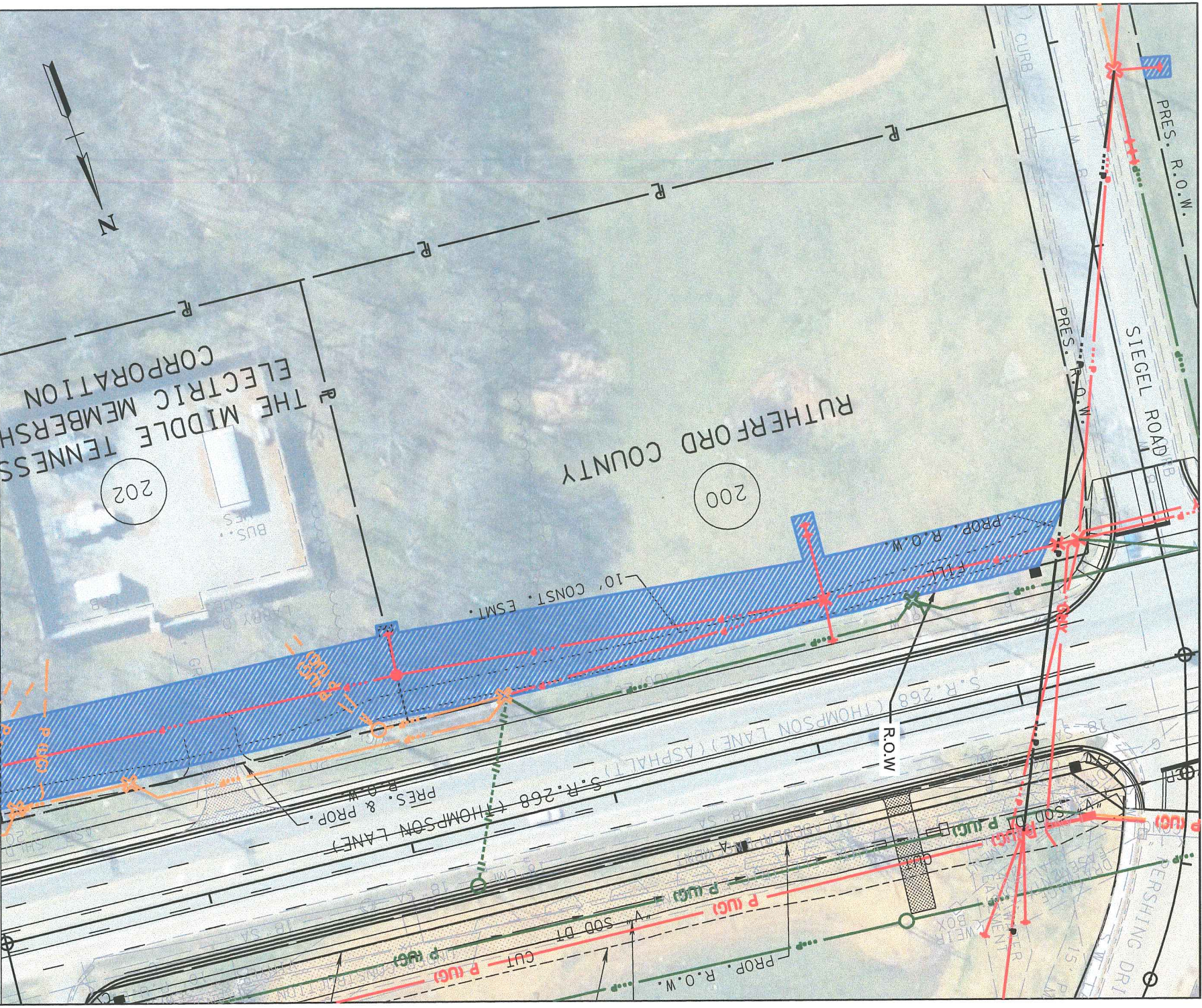
My commission expires \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared to me known (or proved to me on the basis of satisfactory evidence) to be the person or persons described in, and who executed the foregoing instrument, and acknowledge that he/she/they executed the same as his/her/their free act and deed.

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_





|                      |   |   |                       |
|----------------------|---|---|-----------------------|
| ---X---P---          | EXISTING ELECTRIC UTILITY TO BE REMOVED | ● | PROPOSED UTILITY POLE |
| - - - - -P - - - - - | EXISTING ELECTRIC UTILITY TO REMAIN     | ■ | PROPOSED MTE EASEMENT |
| - - - - -P - - - - - | PROPOSED ELECTRIC UTILITY               |   |                       |
| - - - - -P - - - - - | EXISTING UTILITY POLE TO BE REMOVED     |   |                       |
| □                    | EXISTING UTILITY POLE TO REMAIN         |   |                       |

- Easement Notes:
- MTE has the right to install and operate, on the Easement Tract, utility lines and related equipment for the utility service that MTE provides.
  - This Exhibit was prepared in accordance with existing field evidence and recorded information. It is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.

NOTE: PROPERTY LINES WERE COMPILED FROM TDOT DRAWINGS AND DO NOT REPRESENT AN ACTUAL BOUNDARY SURVEY OF AFFECTED PROPERTIES.

|                                 |   |                         |                    |  |
|---------------------------------|---|-------------------------|--------------------|--|
| MIDDLE<br>TENNESSEE<br>ELECTRIC | COUNTY OF: RUTHERFORD<br>STATE OF: TENNESSEE<br>COUNTY CODE: 075<br>MAP NUMBER: 058<br>DEED BOOK: 673 | GROUP NO.:<br>PAGE: 380 | PARCEL NO.: 069.06 | EXHIBIT "A"<br>(TRACT #200)<br>Scale: 1" = 60' |
|---------------------------------|---|-------------------------|--------------------|--|



1

D

B

A

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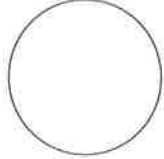
2

3

4



332 Azalea Drive  
Panama City Beach  
Florida 32413  
423.509.1681 T  
kevin@kevingoins.com Email  
www.kevingoins.com Website



Kevin C. Goins  
ARCHITECT, AIA

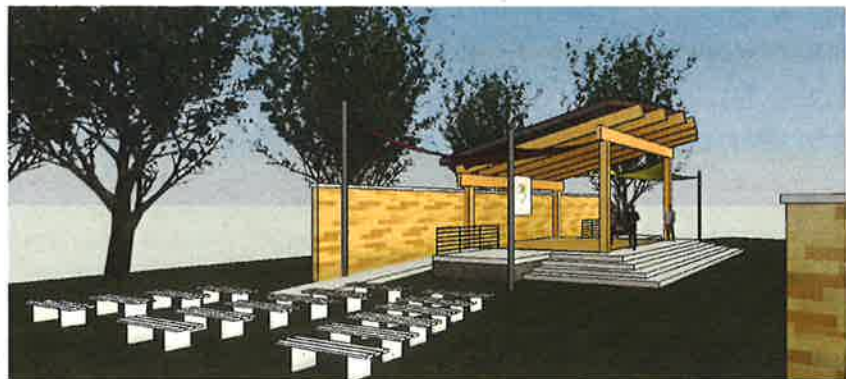
Smyrna Elementary School  
1001 Sam Davis Road  
Smyrna, Tennessee 37167

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| DATE:       | 06/14/2022 |
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| CHECKED BY: | Checker    |
| JOB #:      | 2133       |
| SHT TITLE:  | Elevations |

A2-1



1



① 3D View 1

2

3

4



③ 3D View 3

D

B



④ 3D View 5

A



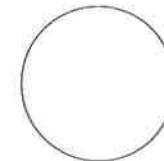
② 3D View 2



⑤ 3D View 4



332 Azalea Drive  
Panama City Beach  
Florida 32413  
423.509.1681 T  
kevin@kevincgoins.com Email  
www.kevincgoins.com Website



Kevin C. Goins  
ARCHITECT, AIA

Smyrna Elementary School  
1001 Sam Davis Road  
Smyrna, Tennessee 37167

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| REVISION:   |            |
| DATE:       | 06/14/2022 |
| DRAWN BY:   | Author     |
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| JOB #:      | 2133       |
| SHT TITLE:  | Images     |

A3-1



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B

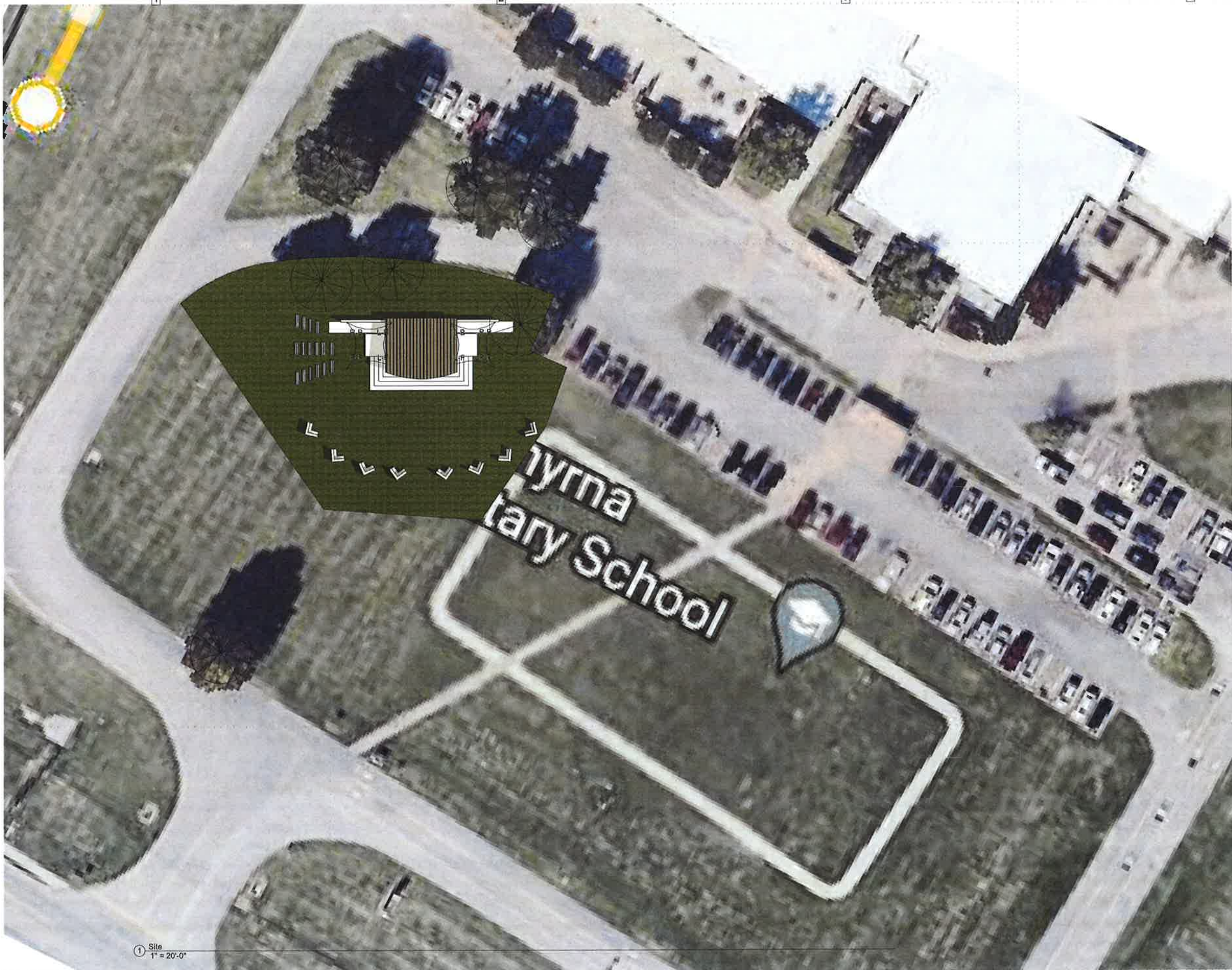
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1 Site  
1" = 20'-0"

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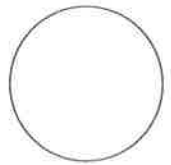
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3

4



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Smyrna Elementary School

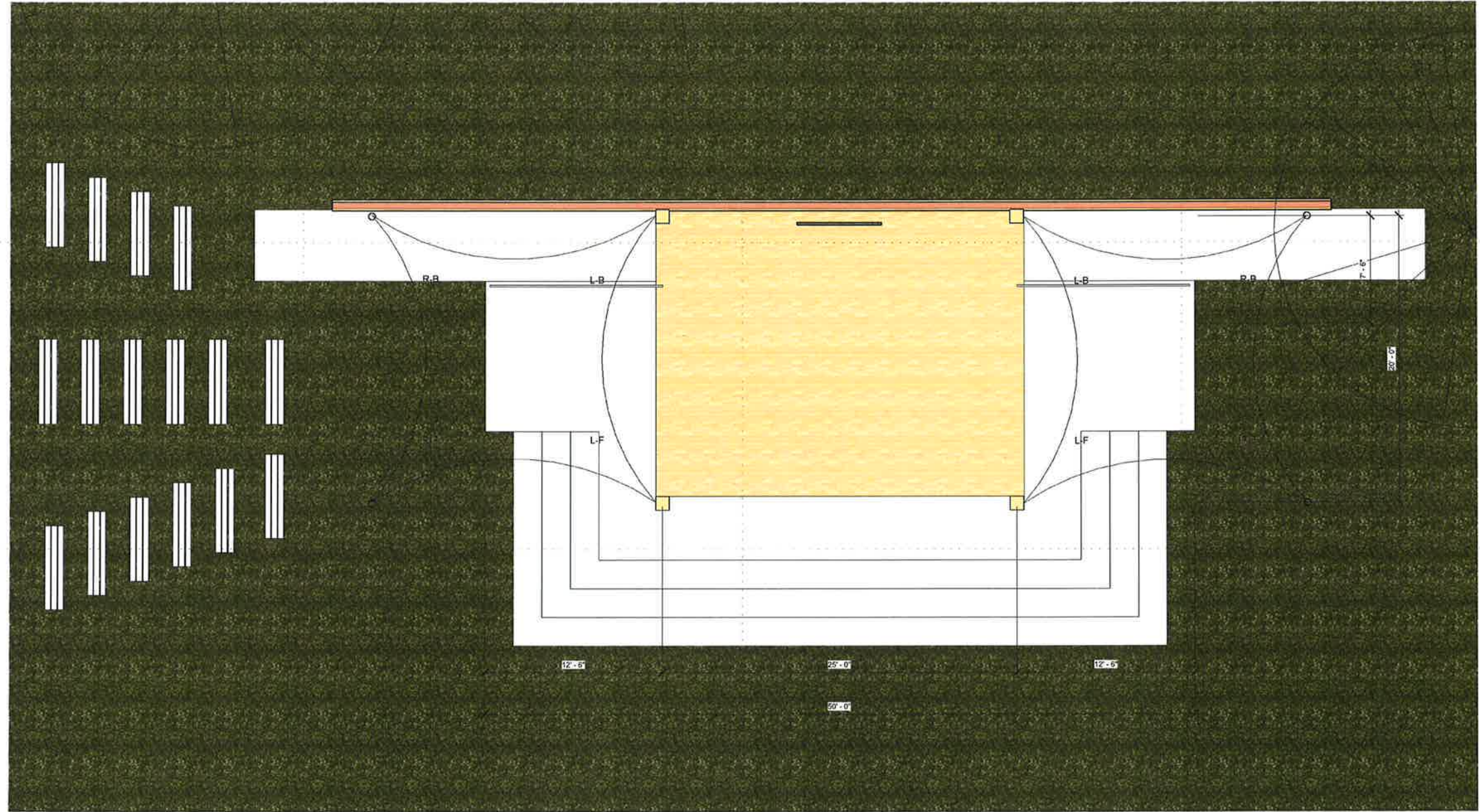
1001 Sam Davis Road

Smyrna, Tennessee 37167

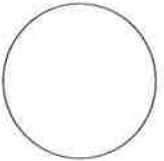
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| REVISION:   |            |
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| DRAWN BY:   | Author     |
| CHECKED BY: | Checker    |
| JOB #:      | 2133       |
| SHT TITLE:  | SITE PLAN  |

C-1





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1001 Sam Davis Road  
Smyrna, Tennessee 37167

|             |            |
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| REVISION:   |            |
| REVISION:   |            |
| DATE:       | 06/14/2022 |
| DRAWN BY:   | Author     |
| CHECKED BY: | Checker    |
| JOB #:      | 2133       |
| SHT TITLE:  | PLANS      |

June 13, 2022  
Rutherford County Schools  
2240 Southpark Drive  
Murfreesboro, TN 37128

Attn: Mr. Trey Lee

Re: Rockvale ES and Stewartsboro ES HVAC Renovation  
CMTA Project: ZRT21

Mr. Lee,

We are pleased to provide you with a proposal to provide Professional Services for the above referenced project. Our understanding of the possible options of scope of work are listed below:

- (1) Engineering Design Services:
  - a. Provide a comprehensive design to accomplish the follow scope:
    - i. Replace the HVAC systems at Rockvale ES that is at the end of its useful life.
    - ii. Replace the HVAC systems at Stewartsboro ES that is at the end of its useful life.
- (2) Design Build Services:
  - a. Competitively bid out this design to local subcontractors and equipment vendors to ensure greatest market value is found for this project.
  - b. Review those bids and select contractors and vendors with Rutherford County Schools.
  - c. Manage the construction of selected contractors to perform the work as designed.
  - d. Commission the newly installed HVAC mechanical and control systems.
- (3) Guaranteed Energy Contract Services:
  - a. Provide guaranteed energy performance for each facility
  - b. Monthly review of HVAC control system for efficiency system operation
  - c. Track of energy bills for each facility to ensure guaranteed savings are realized.
  - d. Warranty support for all systems installed through the warranty period.

For the scope of work indicated, CMTA fee is based on received bids from contractor and vendors that are reviewed in depth prior to final contract. That fee schedule will follow the following format:

| Service Fee Breakdown                                   |   |                                     |
|---|---|-------------------------------------|
| Engineering Design                                      | <a href="#">Published Design Fee Schedule</a> | Engineering Design Service          |
| Construction Management                                 | <a href="#">Published CM Fee Schedule</a>     | Design Build Service                |
| Commissioning   | 2% of subcontractor costs                     | Design Build Service                |
| Project Contingency                                     | 2-4% of subcontractor costs                   | Design Build Service                |
| General Conditions                                      | 2% of Project costs                           | Design Build Service                |
| CMTA Overhead & Direct Labor                            | 7% of Project costs                           | Design Build Service                |
| CMTA Profit   | 5% of Project costs                           | Design Build Service                |
| Audit Fee   | \$0.075/sq.ft.                                | Guaranteed Energy Contract Services |
| Savings Development, Energy Calculation, Guarantee Risk | 8% of Project Costs                           | Guaranteed Energy Contract Services |





Quality. Transparency. Results.

The fee structure will be finalized after direction from Rutherford County Schools on the level of desired service and design, bidding and subcontractor/vendor selection.

If terms are agreed, please sign and return the signed copy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

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## RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

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|                              |   |
|------------------------------|---|
| <b>Job Title:</b>            | <b>Maintenance Warehouse/Receiving, Level 5</b> |
| <b>Terms of Employment:</b>  | <b>12 Months</b>                                |
| <b>Immediate Supervisor:</b> | <b>Warehouse Manager</b>                        |

---

### **POSITION DESCRIPTION:**

Responsible for receiving/unload and load Warehouse shipments, signing for shipment, and maintaining packing slips get to the proper department. Also setting up work orders, deliveries of materials to departments, delivery of supplies and furniture moves. Keeping Warehouse in an orderly manner. Anything else that may pertain to the job and the work area.

### **DUTIES:**

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

- Receive, unload and load Warehouse shipments, sign for shipment, and maintain packing slips get to the proper department. Keep Warehouse in an orderly manner.
- Be familiar with supply ordering procedures.
- Able to set up work orders.
- Do furniture repairs
- Do school inspections.
- Assist with deliveries.
- Assist with custodial questions that might occur.

### **QUALIFICATIONS:**

High School Diploma or GED required and one year of experience in school maintenance; or any equivalent combination of education, training and experience which provides the knowledge, skills, and abilities for this position. Physically able to perform all work tasks assigned. Ability to lift or move 25-50lbs frequently and 50+lbs occasionally.


Revised: 08/2022

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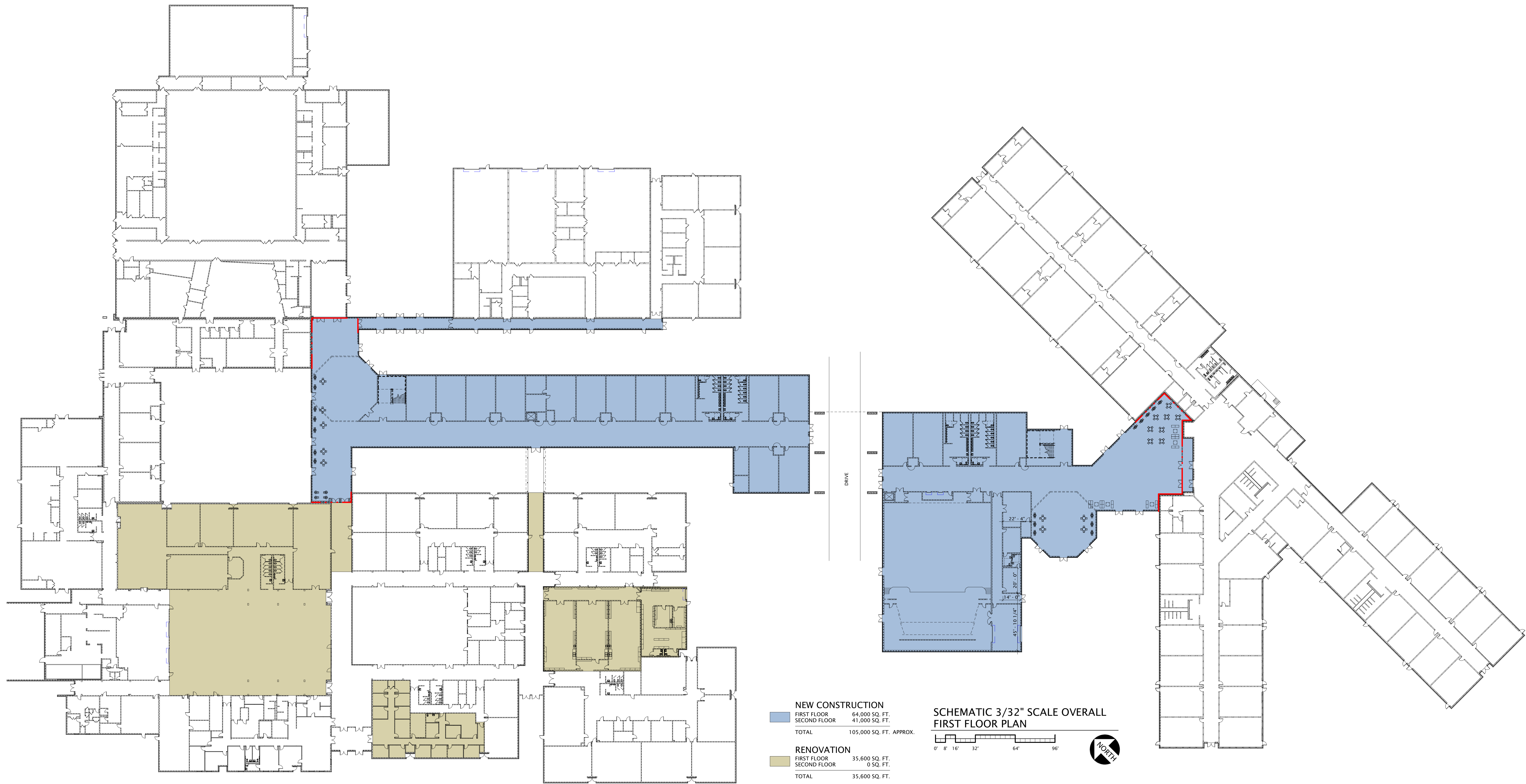


An aerial photograph of a football field and track. The field is green with white yard lines and yellow numbers. The word 'FREMONT' is written vertically in large yellow letters on the left side. A large yellow 'F' is in the center. The word 'VIKINGS' is written horizontally in large yellow letters on the right side. A red running track surrounds the field. A tall cell tower with many antennas stands on the right side of the field. In the background, there are residential houses and trees. A small white building with a brown roof is in the bottom right corner. The word 'MUNICIPALITIES' is written in small white capital letters in the upper left area of the field.

MUNICIPALITIES

**We empower  
municipalities  
to connect  
with their  
communities.**





RIVERDALE HIGH SCHOOL

ADDITIONS AND RENOVATIONS

802 WARRIOR DR.

MURFREESBORO, TENNESSEE

BGA PROJECT #220030

BINKLEY | GARCIA

Architecture & Interior Design

3310 West End Avenue, Suite 420

Nashville, Tennessee 37203

T (615) 333-7200

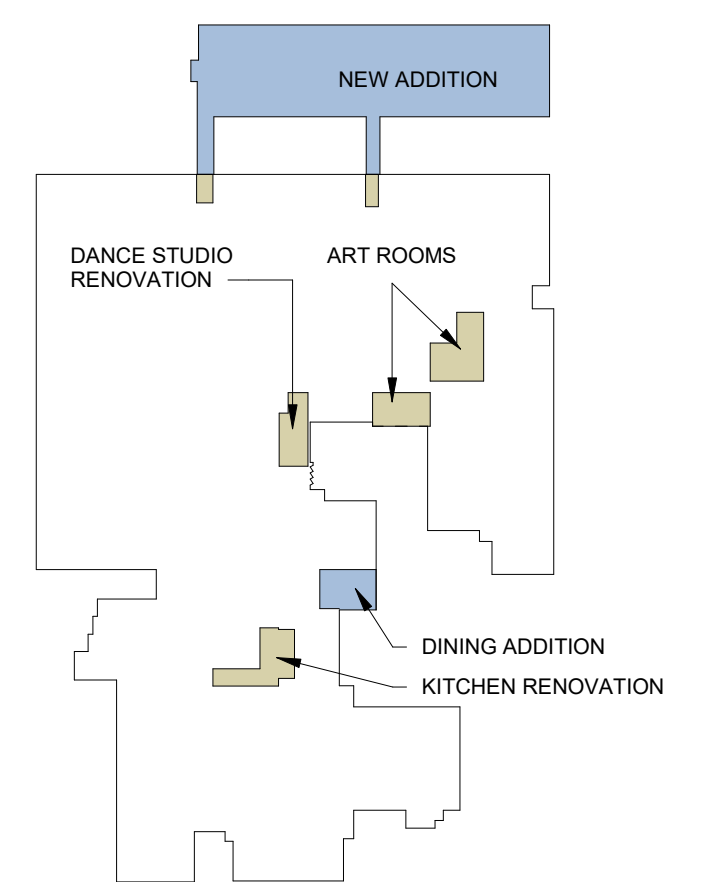
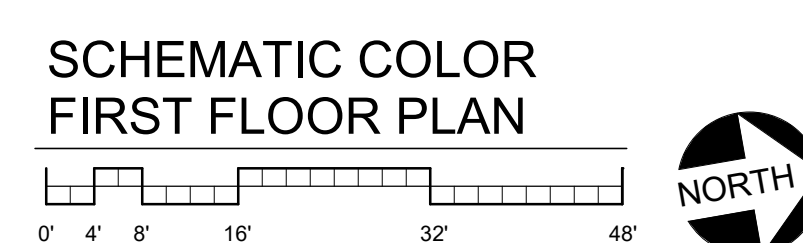
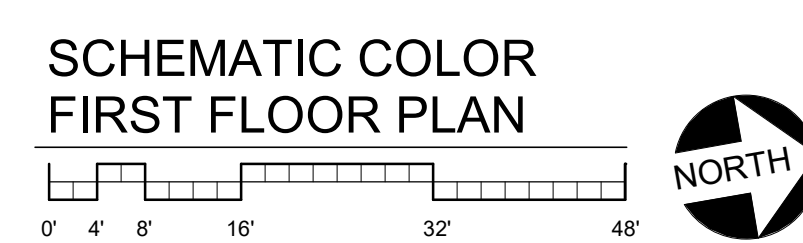
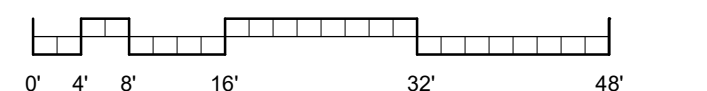
GMCNFWORK.COM

GMC

SCHEMATIC  
OVERALL FIRST  
FLOOR PLAN

SC-0101



NEW CONSTRUCTION AND  
RENOVATION KEY PLAN





**RUTHERFORD COUNTY BOARD OF EDUCATION BUS TRANSPORTATION  
SERVICES CONTRACT SERVICES CONTRACT 2022-23 AFTER SCHOOL  
EXTENDED SESSIONS**

THIS AGREEMENT is executed and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (“CONTRACTOR”), and the Rutherford County Board of Education, 2240 Southpark Drive, Murfreesboro, Tennessee 37128 (“the Board”). This Agreement ends on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BACKGROUND**

CONTRACTOR is an owner-operator of one or more school buses and desires to provide student transportation services for the Board. The Board is willing to contract with the CONTRACTOR for this purpose. Pursuant to TCA § 49-6-2101(e), CONTRACTOR and the Board have mutually agreed that the terms and conditions of this Agreement will govern their relationship from this date forward and will supersede all prior agreements and understandings between them.

**AGREEMENT**

In consideration of the foregoing and the mutual covenants contained herein, CONTRACTOR and the Board agree as follows:

**1. ROLE OF CONTRACTOR**

The Board contracts with the CONTRACTOR to provide “daily service” student transportation services for Rutherford County Schools and such “other transportation” as individual schools, clubs, or departments may request.

- 1.1. “Daily services” is defined as all home-to-school and school-to-home transportation of any students of Rutherford County Schools that take place at the beginning or end of the school day for such students. Variations may be made for mid-day runs for students on abbreviated schedules, and locations such as daycares may be designated as the student’s “home” for the purposes of “daily services.”
- 1.2. “Other transportation” is defined as any school-approved transportation of students and Rutherford County Schools personnel other than daily services, e.g. transportation to/from extracurricular events. Daily services must be completed prior to a bus engaging in other transportation.
- 1.3. The Board shall provide liability insurance through Rutherford County’s self-insurance program on all school buses operated by CONTRACTOR to fulfill this Contract in an amount that will cover losses, property damages and bodily injuries to all third parties and protect the CONTRACTOR and CONTRACTOR’s bus drivers for any liability exposure during school related activities in an amount up to \$350,000. In addition, the Board will provide excess carrier insurance coverage up to a coverage limit of \$5,000,000 subject to any limitations and exclusions in Rutherford County’s excess liability insurance policy that will cover losses, property damages, and bodily injuries to all third parties and protect the CONTRACTOR and CONTRACTOR’s bus drivers for any liability exposure during school related activities. CONTRACTOR is responsible to obtain property casualty insurance on CONTRACTOR’s

bus(es) if CONTRACTOR determines to do so. The general liability coverage referenced above shall be subject to the claims arising while CONTRACTOR's bus is on school related activities, in transit to or from school related activities, or in transit for repairs or fuel. Said coverage shall extend to property and liability claims caused by uninsured and underinsured motorists in an amount up to \$350,000. Subject to Rutherford County continuing to carry excess carrier coverage for uninsured and underinsured motorist coverage, the Board will also provide uninsured and underinsured motorist coverage for CONTRACTOR during school related activities, in transit to or from school related activities, and in transit for repairs or fuel for any claims in excess of \$350,000 up to the amount of \$1,000,000, but said coverage will be subject to any limitations and exclusions provided in the Rutherford County's insurance policy with the excess carrier.

## **2. SPECIFIC DUTIES OF CONTRACTOR**

CONTRACTOR will ensure that s/he and any drivers working for CONTRACTOR will perform those duties and services as are customarily performed by school bus drivers in the State of Tennessee and will perform those duties faithfully, conscientiously, and to the best of his/her ability. These specifically include but are not limited to the following:

### **2.1. Personal Conduct**

- a. To engage in no act or omission that endangers the safety and/or wellbeing of any student or places any student at risk.
- b. To establish appropriate rapport with students, parents, and school administrators to ensure proper student management.
- c. To comply with the Board's drug and alcohol policies contained in "Appendix A" of this agreement. Any updates to these policies shall be furnished to CONTRACTOR, and CONTRACTOR will comply with said changes during this Agreement.
- d. To submit to random background checks and drug and alcohol testing as may be required by the policies and procedures of the Board or any governmental agency and/or as may otherwise be necessary to determine the fitness for duty of CONTRACTOR, and to require any driver the CONTRACTOR may employ to submit to these background checks and testing. A copy of the testing protocols is attached in "Appendix A." The initial screening to qualify as a driver shall be paid by the individual being screened, as well as the second test of a split sample when requested by the individual being screened. Random and unplanned drug screening shall be conducted between 8:00 a.m. and 12:00 p.m., Monday through Friday, unless a random or unplanned drug screen is necessary for post-accident review or based on reasonable suspicion.
- e. To ensure all drivers understand that no smoking or use of tobacco products is allowed by any person on any bus or on any Board property at any time.

### **2.2. Maintenance and Inspection of Buses**

- a. To ensure that CONTRACTOR's buses are always clean, well-maintained, in good operating condition, and completely safe for the transportation of students.
- b. To obtain or to have access to one or more substitute school buses capable of

transporting like number of students assigned to the school bus route and to have each such substitute bus pre-approved by the Board's Director of Transportation or have a competent substitute driver who meets the qualifications specified in 6.1 of this agreement to cover the route. All substitute drivers shall have proof of qualifications and contact information on file with the RCS Transportation Department.

- c. To ensure that all buses are properly numbered with a Rutherford County School's assigned number; and have "Rutherford County Schools" properly displayed. Bus numbers shall be black, a minimum of six inches (6") in height, and shall not be placed on fenders, bumpers, etc. The bus number shall be displayed in the following locations:
  - i. On the left side of the bus body near the front, but not obscured by the stop arm;
  - ii. On the right side of the bus near the front door, but not obscured by the door;
  - iii. On the right rear of the bus near the emergency door.
- d. To allow and facilitate the periodic inspection of CONTRACTOR's bus by Rutherford County Schools, the Tennessee Department of Education, the Tennessee Department of Safety and Homeland Security, and/or any other governmental agency. The Board's Transportation Department shall give CONTRACTOR forty-eight (48) hour notice of its intent to inspect for any other reason.
- e. To ensure that all licenses, endorsements, permits, vehicle inspection reports, and similar documentation required for the CONTRACTOR to operate his/her bus or substitute bus for transportation of students are valid and current at all times, and to make such documents available as required by Rutherford County Schools and/or any other governmental agency.

### 2.3. Operation of Buses

- a. To require any driver driving on behalf of CONTRACTOR to participate in such safety training and continuing education as may be directed or required by Rutherford County Schools or any state or federal agency.
- b. To complete, certify, and submit all forms requested or required by the Board's Transportation Department including, but not limited to, updated route sheets, pupil load reports, and bus stop changes four weeks after the first full day of the new school year.
- c. To provide maintenance records requested by the Board's Transportation Department within twenty-four (24) hours after receiving written notice.
- d. To require any driver driving on behalf of the CONTRACTOR to be familiar with and abide by all policies, procedures, rules, regulations and other requirements affecting student transportation including, but not limited to, those set forth in the Rutherford County Schools Handbook and the Board Policy Manual, which the Board and/or Rutherford County Schools may revise and/or amend from time to time.
- e. To report all injuries, accidents, and occurrences to the Board and its insurance carrier

within the time limits specific by the carrier and the Board's Transportation Department and to cooperate fully in the Board's and/or carrier's investigation of all accidents and occurrences.

- i. Accidents will be classified as preventable or non-preventable by the Rutherford County's insurance carrier or insurance department. If CONTRACTOR is responsible for two (2) or more preventable accidents within a three (3) year period, the Board reserves the right to prohibit the responsible bus driver from operating a bus and the Board may, within the Board's discretion, terminate this Contract with the CONTRACTOR. In the event a CONTRACTOR is involved in an accident, the Board's Transportation Director shall advise the CONTRACTOR as to whether the Rutherford County's insurance carrier classifies said accident as preventable or non-preventable.
  - ii. Anytime a student is injured while on the bus or at a bus stop and a CONTRACTOR's bus driver is aware of the incident, the CONTRACTOR is responsible to file a report with the transportation department for the Board immediately.
- f. To refrain from display on any bus advertising signage, personal statements, religious symbols or statements, or political signage or statements.
- g. To ensure all drivers do not permit the bus aisle to be blocked for any reason. The path to the exit and emergency door must always be clear. CONTRACTOR shall make adequate accommodations on the bus for carry-on items in compliance with these provisions. Any questions regarding the safety or appropriateness of carry-on items determined by a driver to be dangerous, hazardous, or unsafe must be referred to the Director of Transportation by the CONTRACTOR.
  - i. Carry-on items must be held in the student's lap and must not exceed seat height.
- h. To provide Transportation Department with a copy of the insurance card and either a bus registration or a lease agreement in CONTRACTOR's name for all contracted bus routes.

#### 2.4. Capacity

- a. Non-special education buses shall have a capacity of ninety (90) or more. In the event a 90-passenger bus is unavailable, replacement buses used must have the same or greater capacity. If such a change is approved by the Director of Transportation, the agreement shall be brought to the Board for its approval.
- b. Special education buses must have seating between twenty-two (22) and thirty-one (31), with a minimum of one spot for a wheelchair.
- c. CONTRACTOR shall not change the type or size of a bus to result in added expenses for the Board unless, prior to any change, there has been an agreement in writing between the CONTRACTOR and the Board, unless the change was caused by circumstances beyond the CONTRACTOR's control.

#### 2.5. Bus Equipment

a. Radios

- i. The Board requires that anytime a bus of the CONTRACTOR is in operation, a two-way radio is on and operating and the Board's Transportation Department should be notified anytime the two-way radio is not operating properly.
- ii. Radios are to be used for school transportation related issues only. Federal guidelines for proper radio operation apply.
- iii. RCS is responsible for the maintenance and operation of the radio within state and federal Rules and Regulations.
- iv. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing radio system, RCS will provide the compliant system. CONTRACTOR is required to work with RCS to guarantee installation of the new system within thirty (30) days of notification from RCS.

b. Camera/Digital Recording

- i. CONTRACTOR shall allow RCS to equip buses with a Board-approved camera/recording system; to verify the system is on and operating anytime the bus is in use for transportation activities in which Rutherford County school students are involved; and to notify the Board's Transportation Department anytime the system is not operating properly.
- ii. The data recorded by the camera/recording system shall be the property of the Board, and shall, under no circumstances, be copied, disclosed, or altered by the CONTRACTOR.
- iii. CONTRACTOR shall permit the Board's Transportation Department access to the camera/recording system at any time for the purpose of reviewing and retrieving the recorded data and inspecting the operation of the system. The Transportation Department shall notify the CONTRACTOR prior to accessing the video from the bus. Notification may be made by call, email, or in person.
- iv. The CONTRACTOR shall protect the camera/recording system and its recorded data against any harm, damage, or loss.
- v. RCS is responsible for the maintenance and operation of the camera/digital recording device.
- vi. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing camera/recording system, RCS will provide the compliant system. CONTRACTOR is required to work with RCS to guarantee installation of the new system within thirty (30) days of notification from RCS.

c. Global Positioning System (GPS)



- i. CONTRACTOR shall allow RCS to equip all buses with a Board-approved GPS that records the path and speed of the bus; and to notify the Board's Transportation Department anytime the system is not operating properly.
- ii. RCS is responsible for the maintenance and operation of the GPS.
- iii. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing GPS, RCS will provide the compliant system. CONTRACTOR is required to work with RCS to guarantee installation of the new system within thirty (30) days of notification from RCS.
- d. Special Education buses shall have wheelchair lifts and be outfitted with all State and Federally mandated disability equipment. It is the responsibility of the CONTRACTOR to verify proper operation of the equipment and maintain all equipment in conformity with State and Federal law. All Special Education buses purchased or approved within this contact period must be equipped with functioning air conditioning systems.

## 2.6. Communication with the RCS Transportation Department

- a. CONTRACTOR shall have an active telephone number, email, and address on file with the RCS Transportation Department. CONTRACTOR must be available at all times by phone or email, in case of emergency or planning changes.
- b. CONTRACTOR shall also provide active telephone numbers, email, and addresses for all drivers.
- c. CONTRACTOR shall be provided with a list of names and addresses for students on CONTRACTOR's routes. CONTRACTOR shall be responsible for planning an efficient route and communicating pick-up times to the student and his/her parents/guardians. The Route should be planned in a manner that ensures timely drop-off at the CONTRACTOR's designated summer school locations by that site's start time.
- d. CONTRACTOR should address all concerns and grievances to the Director of Transportation. If not resolved, CONTRACTOR may utilize the grievance procedure contained in Section 6.

## 2.7. Penalties for Specific Acts of Non-Compliance

- a. While each and every duty set forth in Section 2 is vitally important to the transportation of Rutherford County Students, CONTRACTOR understands and agrees that the following breaches will result in the corresponding fines:
  - i. Failure to notify of inoperable cameras/digital recording or radio – Twenty-Five Dollars (\$25.00) per day;
  - ii. Misuse of radio for non-transportation business – 1st Offense: Warning; Additional Offenses: Twenty-Five Dollars (\$25.00) per incident, with the fine increasing by an additional twenty-five dollars (\$25.00) per each additional incident up to a maximum fine of One Hundred Dollars (\$100) per incident.

Special Education Bus with Non-functioning lifts and required equipment for students with

disabilities -- \$2.00 per seat deducted from the Seat Rate owed as compensation to the CONTRACTOR.

### **3. SPECIFIC DUTIES OF THE BOARD**

The BOARD, its agents, or employees will perform the following duties faithfully, conscientiously, and to the best of its ability. These specifically include but are not limited:

- 3.1 To notify Contractor in writing at least thirty (30) days after any changes to existing or newly formed policies and procedures affecting bus transportation services.
- 3.2 To communicate expectations regarding student carry-on item restrictions to school administrations.
- 3.3 To notify Contractor at least thirty (30) days in advance when Board mandated radio, GPS or camera/digital recording device is scheduled for modification, upgrade or replacement.
- 3.4 To repair any cosmetic damage to Contractor's bus caused by the installation of new or replacement Board mandated equipment, device, or chemical solution. Bus shall be returned to the cosmetic condition it was in prior to equipment installation or chemical use (as near as is reasonably practicable having due regard for normal wear and tear).
- 3.5 Contractor shall be paid on the twenty-sixth (26th) day of each month thereafter for the previous days of service not yet compensated. Checks shall be made available within three (3) days of being produced by the County Government.

### **4. BUS ROUTES AND ROUTE AWARDING**

- 4.1. For after school extended session routes. Priority lists will be randomly drawn for those schools based on the area CONTRACTOR serves. Routes will be distributed in the order the CONTRACTORS appear on the list.

### **5. COMPENSATION OF CONTRACTOR**

- 5.1. CONTRACTOR shall be paid a daily rate of two hundred and twenty five dollars (\$225) for providing additional services for the afterschool extended sessions. This fee shall be inclusive of all expenses, and no additional compensation will be awarded. CONTRACTOR must complete all scheduled days.
- 5.2. Period of Operation and District Closure
  - a. In the event a day of the extended session programs is cancelled for any reason, CONTRACTOR will be excused from duties and compensation will not be paid.
- 5.3. Compensation for Other Transportation
  - a. All arrangements and compensation for transportation outside of Daily Services for the extended session program shall be at the discretion of the Principal or Department Head requesting such transportation and the CONTRACTOR.

**5.4. No Other Compensation or Benefits**

- a. The compensation set forth in this Agreement is to the exclusion of all other forms of compensation or benefits. The CONTRACTOR understands and agrees that s/he is to bear all other costs and expenses arising out of or related to his/her duties under this Agreement.
- b. Workers' Compensation
  - i. While the Board has arranged for motor vehicle liability insurance through its self-insured fund to be provided to the CONTRACTOR, CONTRACTOR understands that the Board does not provide CONTRACTOR with workers' compensation insurance.
  - ii. CONTRACTOR understands and acknowledges that, if Tennessee law requires CONTRACTOR to carry workers' compensation insurance, then CONTRACTOR is responsible for obtaining any such coverage.

**6. EMPLOYMENT OF DRIVERS**

**6.1. Any driver employed by the CONTRACTOR must be qualified to operate a school bus.**

- a. The driver must possess the necessary legal qualifications, licenses, and endorsements, and he/she must pass the requisite background checks.
- b. The driver must possess the practical skill and knowledge necessary to operate a school bus and to control its students.

**6.2. CONTRACTOR shall specify the assigned driver for each route that CONTRACTOR operates.**

- a. The Board's Director of Transportation must approve any driver and any substitute driver in advance of the CONTRACTOR employing that driver on any Rutherford County Schools route or trip.
- b. The Board's Transportation Department will maintain a current list of approved drivers and substitutes.

**6.3. Physicals**

- a. CONTRACTOR shall require every driver to submit to an annual Department of Transportation physical examination. CONTRACTOR must submit records of these examinations to the Board's Transportation Department prior to the first day of daily service of each new school year.
- b. When a bus driver has not been driving due to a sickness, illness, or other medical condition, the Board reserves the right to require said driver to have a medical examination by a physician selected by the Board or the Director of Transportation to confirm that the driver is able to safely operate a bus. In the event, the Board's selected physician is unable to determine from said physical examination that the driver can safely operate a bus, the Board reserves the right to prohibit said driver from operating a bus. The Board shall be responsible to pay the costs of any examination if required by

the Board. CONTRACTOR agrees to require the driver to execute a release to allow the examining physician to deliver a written report of said examination to the Board.

**6.4. Direction and Control**

- a. CONTRACTOR nor his/her drivers are considered employees of RCS. Drivers are not sub-contractors of RCS.
- b. CONTRACTOR is solely responsible for hiring, firing, directing, and controlling the drivers s/he employs in fulfillment of the CONTRACTOR's obligations under the terms of this Agreement.
- c. CONTRACTOR is responsible for providing substitute or route coverage in his/her driver's absence.
- d. CONTRACTOR will hold his/her drivers accountable for the faithful performance of the duties set forth in this Agreement and will require each of his/her drivers to be familiar with the terms of this Agreement, the policies of the Board, and the expectations of the Department of Transportation.
- e. In the event that any driver comes under investigation for any reason that might disqualify him/her from operating a bus for the Rutherford County Schools, CONTRACTOR will suspend the driver pending resolution of the investigation. CONTRACTOR must provide a substitute during the pendency of the driver's suspension. Failure to do so will permit the Director of Transportation to immediately arrange for alternate student transportation until such time as a satisfactory driver is provided. Payments to the CONTRACTOR may be suspended until the situation is resolved to the satisfaction of the Director of Transportation.
- f. The Director of Schools, on behalf of the Board, reserves the right to not allow any bus driver to continue to drive for RCS for violation of the policies of the Board regarding the health, safety and welfare of the children transported by contractor under this Contract. In the event the Director of Schools deems it necessary to suspend or remove any driver's eligibility to drive a school bus for Rutherford County, notice shall first be given to the Contractor, stating in detail the reason for the suspension prior to any notice being given to the driver.

- 6.5.** The CONTRACTOR is solely responsible for any compensation due to any driver s/he employs/contracts. CONTRACTOR is further responsible for complying with all applicable wage and hour regulations, withholding requirements, and workers' compensation laws.

**7. CONTRACT GRIEVANCE PROCEDURES**

CONTRACTOR shall utilize the following procedures with respect to any problems CONTRACTOR may have in connection with the administration of this Agreement by the Board, its agents, or employees:

- 7.1.** CONTRACTOR shall file a Contract administration complaint in writing within ten (10) business days of the matter complained of. The matter shall be discussed between CONTRACTOR and/or his/her selected representative and the Director of Transportation within ten (10) business days of filing.

- 7.2. In the event the matter is not satisfactorily resolved within the time period set forth in paragraph 7.1, the CONTRACTOR shall submit a request, by notification to the Director of Schools for additional review of the matter by the Director. Said notification shall be submitted within five (5) business days of the last day of the discussion time period set for in paragraph 7.1. Within ten (10) business days after the notice to the Director of Schools, a meeting will be held between the Director of Schools designee, the Director of Transportation and the CONTRACTOR and/or the CONTRACTOR's selected representative to discuss the matter.
- 7.3. Failing resolution of the matter, CONTRACTOR and/or his/her selected Representative shall have the right to appear before the Board to discuss and explain the matter. The Board shall render a determination regarding the complaint within thirty (30) days of the CONTRACTOR or the CONTRACTOR's representative appearing before the Board.
- 7.4. Any matter which is withdrawn shall be with prejudice, not to be re-filed again.
- 7.5. In any case where the grounds for the complaint arise from a written suspension of a bus driver, the CONTRACTOR shall have the right to appear before the Board to discuss the matter after a conference with the Transportation Director and the Director of Schools' designee. In all cases of suspension in which the CONTRACTOR requests to appear before the Board, written details of the charges will be furnished to the CONTRACTOR at least ten (10) days prior to the hearing. Should the complaint against the bus driver be dismissed after the hearing, the bus driver will be restored to approved status and the CONTRACTOR paid the full amount of any Contract price withheld during the pendency of the matter.
- 7.6. The Board reserves the right to appoint a committee to hear any matter before permitting the CONTRACTOR to address the Board.
- 7.7. The Minutes from the committee meeting are to be made available to individual Board members prior to any open hearing before the Board.
- 7.8. CONTRACTOR AGREES THAT THE PROCEDURE SET FORTH HEREIN SHALL CONSTITUTE HIS/HER EXCLUSIVE ADMINISTRATIVE REMEDY AND THAT FAILURE TO TIMELY PURSUE SAID PROCEDURE SHALL CONSTITUTE A WAIVER OF THE MATTER COMPLAINED OF, AND ANY RIGHT OR CAUSE OF ACTION, ARISING THERE FROM.

## **8. DURATION AND TERMINATION OF AGREEMENT**

This Agreement will be for a term indicated on the first page.

- 8.1. In the event of reduced enrollment, or other good and sufficient reason, the Board may transfer/alter CONTRACTOR's route, or offer CONTRACTOR an open route, if one is available. In the event more than one CONTRACTOR is considered for an open route, seniority of existing CONTRACTORS will be used as the determining factor in awarding the open route.
- 8.2. In the event that during the term of this Agreement there is a change in the form of

Rutherford County Government, or there is a consolidation of the school systems in Rutherford County and the City of Murfreesboro, this Agreement may be terminated by the Board.

- 8.3. In the event of a material breach of this Contract, the Board may immediately suspend this Contract. CONTRACTOR shall immediately resolve the material breach to the satisfaction of the Board. In the event of a breach of this Contract by CONTRACTOR, the Board may within its sole discretion, terminate this contract by giving thirty (30) days' notice. The Board's failure to terminate contract upon breach shall not constitute a waiver of the Board's right to terminate for subsequent violations of or failure to adequately fulfill the Contract obligations. No breach of this Contract on the part of a breaching party shall be deemed material, unless the party claiming such breach shall have given the other party written notice of the breach and said party shall fail to cure the breach within thirty (30) days after receipt of such notice.

## **9. INDEMNITY**

The CONTRACTOR will protect, defend, indemnify, and hold the Board harmless from any and all claims or demands arising out of or related to this Agreement or the performance of the CONTRACTOR's duties under the terms of this Agreement including, but absolutely not limited to, the operation of any bus and the employment of any driver.

## **10. GOVERNING LAW**

CONTRACTOR and the Board agree that this Agreement and all rights and obligations of the parties hereunder will be governed by and construed in accordance with the policies of the Rutherford County Board of Education and the laws of the State of Tennessee.

## **11. SEVERABILITY**

In the event that any provision of this Agreement should for any reason be held to be invalid or unenforceable, such shall not affect the validity and enforceability of the remaining terms and provisions hereof, all of which shall continue in full force and effect.

## **12. REMEDIES FOR BREACH OF CONTRACT**

In the event either party breaches this agreement, the breaching party shall be liable for any/all damages sustained by virtue of the breach, including reasonable attorney fees, court costs, and discretionary costs incurred in enforcing the terms of this agreement.

## **13. NO WAIVER**

The failure of either party of this Agreement to insist upon the performance of any of the terms and conditions hereof, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, and shall such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

## **14. NON-DISCRIMINATION**

Both Parties hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either Party on the grounds of disability, age, race,

color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.

**15. HEADINGS**

The headings utilized in this Contract are for convenience only, and do not add or deviate the meaning of the language of this Contract.

**16. ENTIRE AGREEMENT**

This Agreement replaces and supersedes all prior understandings and agreements between CONTRACTOR and the Board, and all such prior understandings and agreements are hereby declared to be terminated and of no force and effect. No amendment or modification of this Agreement will be effective unless in writing and signed by the CONTRACTOR and the Board.

IN WITNESS WHEREOF, CONTRACTOR and the Board have executed this Agreement on the date first above written.

\_\_\_\_\_  
**CONTRACTOR Signature**

\_\_\_\_\_  
**Type or Print CONTRACTOR Name**

\_\_\_\_\_  
**CONTRACTOR Email Address**

**RUTHERFORD COUNTY BOARD OF EDUCATION**

**By:**

\_\_\_\_\_  
**Chair, Rutherford County Board of Education**

**By:**

\_\_\_\_\_  
**Director of Schools**

EXHIBIT "A"

DRUG TESTING RULES AND REGULATIONS OF BOARD



## EXHIBIT "A"

### DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

#### POLICY STATEMENT

The Rutherford County School System recognizes the importance of our contracted bus owners/drivers. It is important that every contracted bus owner/driver of our school system understands the dangers of drug and alcohol abuse and be aware of the new federal requirements concerning substance abuse. The policy statement should clarify our position on contracted bus owner/driver drug and alcohol use.

#### POLICY OBJECTIVES

To create and maintain a safe, drug-free working environment for all contracted bus owners/drivers.

To encourage any contracted bus owner/driver with a dependence on, or addiction to, alcohol or other drugs to seek help in overcoming the problem.

To reduce problems of absenteeism, tardiness, carelessness and/or other unsatisfactory matters related to job performance.

To reduce the likelihood of incidents of accidental personal injury and/or damage to pupil transportation, students, or property.

To comply with Federal laws, specifically the requirements of the Omnibus Transportation Employee Testing Act of 1991.

Substance abuse is a serious threat to the school system, its contracted bus owners/drivers and children. Though the percentage of substance abusing contracted bus owners/drivers may be relatively small, practical experience and research indicate that appropriate precautions are necessary. It is the belief of the Board that the benefits derived from the policy objectives outweigh the potential inconvenience to contracted bus owners/drivers. The Board earnestly solicits the understanding and cooperation of all contracted bus owners/drivers in implementing this policy.

The Board must insist that all contracted bus owners/drivers report to work without any alcohol or illegal or mind altering substances in their systems. The Board also prohibits contracted bus owners/drivers using, possessing, manufacturing, distributing or making arrangements to distribute illegal drugs while at work or on school property.

Further, outside conduct of a substance abuse-related nature which affects contracted bus owner/drivers' work, the Board's relationship with the government or reflects badly on the Board is prohibited. Contracted bus owners/drivers must inform their supervisor when they are legitimately taking medication, which may affect their ability to work, in order to avoid creating safety problems and violating the Drug and Alcohol policies.

## ENFORCEMENT

In order to enforce these rules, the Board reserves the right to require all contracted bus owners/drivers to submit, at any time a contracted bus owner/driver is on duty, to drug tests to determine the presence of prohibited substances. The School Board is required to develop, implement and enforce a drug and alcohol policy for their contracted bus owners/drivers as a condition of compliance with the Omnibus Transportation Employee Testing Act of 1991.

Pursuant to Board policy and regulations, contracted bus owners/drivers will undergo drug testing where the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy and on a random basis without advance notice. Contracted bus owners/drivers are required to report all injury or damage-related accidents involving school property or personnel or during school-related activities. Drivers are required to submit to alcohol screening within two (2) hours and drug screening within 32 hours after any accident involving loss of human life, or when the driver receives a citation for a moving traffic violation arising from the accident. Contracted bus owners/drivers who return to work following rehabilitation will be required to undergo testing in addition to the general Board testing requirements.

The Board also reserves the right to search desks, cabinets, tool boxes, vehicles, including personal vehicles brought on the school system's property, bags, or any other property at the school or in vehicles when the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy.

The School Board/Superintendent will consider breach of contract action for any violation of this policy, including, but not limited to, positive drug or alcohol tests, refusing to submit to screening, to execute a release or otherwise cooperate with an investigation by the school system. Any questions should be directed to the superintendent/designee.

## DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

### General Policy

Practical experience and research has proven that even small quantities of narcotics, abused prescription drugs or alcohol can impair judgment and reflexes. Even when not readily apparent, this impairment can have serious results, particularly for contracted bus owners/drivers operating vehicles or potentially dangerous

equipment. Drug-using contracted bus owners/drivers are a threat to co-workers, students and themselves, and may make costly errors.

## II Drug Use/Distribution/Impairment/Possession

All contracted bus owners/drivers are prohibited from using, possessing, distributing, manufacturing, or having controlled substances, abused prescription drugs or any other mind altering or intoxicating substances present in their system while at work or on duty.

## III Alcohol Use/Possession/Impairment

All contracted bus owners/drivers are prohibited from possessing, drinking, or being impaired or intoxicated by alcohol while at work or on duty. While contracted bus owners/drivers are prohibited from having any alcohol present in their system while on duty, a Blood Alcohol County (BAC) of .04 will be accepted as presumptive evidence of intoxication.

No driver tested under this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety sensitive functions for the Rutherford County Schools, including driving a commercial motor vehicle, until the start of the driver's regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test.

## IV Off-Duty Conduct

Off-the-job use of drugs, alcohol, or any other prohibited substance which results in impaired work performance, including, but not limited to, absenteeism, tardiness, poor work product, or harm to the school system's image or relationship with the government is prohibited.

## V Prescription Drugs

The proper use of medication prescribed by a physician is not prohibited, however, the Board of Education prohibits the misuse of prescribed (or over the counter) medications and requires all contracted bus owners/drivers using drugs under the direction of a physician to notify the School Board's Medical Review Officer (MRO), or the superintendent/designee.

## VI Substance Screening

### Contracted Bus Owner/Driver Applicants

Substance screening is required of all final applicants applying to be contracted bus owners/drivers under the provisions of the Omnibus Transportation Employee Testing Act of 1991. Such testing may be required either alone or as part of the pre-

contract physical examination. Contracted bus owners/drivers are required to sign a consent/release form before submitting to screening (Exhibit F) and will be disqualified if they test positive, refuse to submit to a test, or refuse to execute the required consent/release form.

#### All Current Contracted Bus Owners/Drivers Subject to the Omnibus Transportation Employee Testing Act of 1991

##### Reasonable Cause

All contracted bus owners/drivers will be required to submit to screening whenever a supervisor observes circumstances which provide reasonable cause to believe a contracted bus owner/driver has used a controlled substance or has otherwise violated the substance abuse rules. Examples of circumstances that may establish reasonable cause to warrant testing include supervisor observation, co-worker complaints, performance decline, attendance or behavior changes, involvement in a workplace or vehicular accident, or the actions which indicate a possible error in judgment or negligence, or other violations of the drug or other School Board Policy.

The supervisor or supervisors requesting testing shall prepare and sign written documents explaining the circumstances and evidence upon which they relied within 24 hours of the testing, or before the results of the tests are released, whichever is earlier.

##### Random Testing

The Board of Education will conduct random unannounced screening of all contracted bus/owners/drivers. Tests of contracted owners/drivers for illicit drugs will be conducted in a number equal to or greater than 50 percent of the effected workforce-without advance notice-in any given 12 month period. Tests of contracted bus owners/drivers for alcohol will be conducted in a number equal to or greater than 25 percent of the effected workforce-without advance notice-in any given 12 month period. There will be no maximum number of samples that any one individual will be required to provide during the testing schedule. Subsequent testing will be conducted at levels equal to or greater than the initial testing level. Contracted bus owners/drivers will be required to report to the School Board - designated collection site for testing as soon as possible but in no case later than 4 hours following notification. Annually, the tests will be spread reasonably over 12 months.

## Post-Accident Testing

Contracted bus owners/drivers are required to notify the superintendent/designee or the coordinator of transportation immediately of any vehicular accident and/or accident resulting in injury or damage to school system property. The superintendent/designee will at that time give the contracted bus owner/driver the necessary instructions to enable them to meet the drug testing requirements.

## Follow-up Drug Screening and Alcohol Tests

Following an accident involving a commercial motor vehicle, each surviving contracted bus owner/driver shall be tested for alcohol and controlled substances if (1) said driver was performing safety-sensitive functions with respect to the vehicle, and the accident involved loss of human life; or (2) said driver received a citation under State or local law for a moving traffic violation arising from the accident.

Said driver must undergo substance screening within 32 hours of the occurrence of the accident. If the drug test cannot be administered within 32 hours, a written record of the reasons and attempts must be recorded and maintained on file.

An alcohol test must be administered within two (2) hours following the accident, or a record of the reason why the test could not have been administered, if not, what efforts were made to complete the test. This record must include the eight hours following the accident if the test is not administered within eight hours. After eight hours if not tested, all attempts will be documented in written record, and attempts to give the test will cease. A breach of contract will result if any contracted bus owner/driver fails to report an accident or submit to substance screening where required by law or this policy.

## Return to Duty and Follow-up Testing

All contracted bus owners/drivers referred through administrative channels who undergo a counseling or rehabilitation program or who are suspended for abuse of substances covered under this policy will be subject to unannounced testing following return to duty for no less than 12 months and no more than 60 months. Testing will be on a daily, weekly, monthly or longer basis and in addition to the other types of tests provided in this policy.

## Testing Procedures

### General Guidelines

The School Board shall rely on the guidance of the Federal Department of Transportation, Procedures for Transportation Workplace Drug Testing Programs, 49 C.F.R. Parts 30.1 through 30.39, and on the future guidance of the Omnibus Transportation Employee Testing Act provided in 49 C.F.R. Parts 382, 391, 392, and 395.

### Substances Tested For

Contracted bus owners/drivers will regularly be tested for amphetamines, cocaine, marijuana, opiates and phencyclidine. Testing for alcohol will also be conducted subject to the final provisions of the Omnibus Transportation Employee Act of 1991. Contracted bus owners/drivers may be tested for other substances without advance notice as part of a separate test performed by the School Board for safety purposes.

### Testing Procedure

The Board of Education reserves the right to utilize blood, hair, breath, saliva, or urinalysis testing procedures.

### Collection Sites

The School Board will designate collection sites where individuals may provide specimens.

### Procedure Used To Test For Controlled Substances

(See Exhibit D for Detailed Procedure Used to Test for Controlled Substances)

The Board of Education and the laboratory, will maintain a documented procedure for collecting, shipping and accessing urine specimens. A tamper-proof sealing system, identifying numbers, labels, and sealed shipping containers will be used to safeguard the specimen in a transit status.

A urine specimen must be provided by the driver in the privacy of a stall or otherwise partitioned area. A driver may be asked to give a specimen under direct observation when:

The driver has presented a urine specimen that falls outside the normal temperature range.

The last urine specimen provided by the driver was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L.

The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample.

The driver has previously been determined to have used a controlled substance without medical authorization and the particular test was being conducted for follow-up testing upon or after return to service.

If the driver refuses to submit to any controlled substance test as required by this policy and procedure, the individual will not be awarded a contract in the event it is a pre-contract test and the driver will be subject to contract termination in the event it is a random, reasonable suspicion or post accident test.

Refusal to submit to any controlled substance test shall mean:

Failure to provide adequate urine for testing without a valid medical explanation after the driver has received notice of the requirement for urine testing; or

Engagement in conduct that clearly obstructs the testing process.

Urine specimens are divided into two containers by the collection site person in the presence of the driver. Collection sites will maintain instructions and provide training for collection site personnel as needed to protect the integrity of the specimen.

#### Procedure Used To Test For The Presence of Alcohol

(See Exhibit E For Detailed Procedure Used To Test For The Presence of Alcohol)

Testing for alcohol is done by breath test. Two breath tests are required for a positive result. If the first test is below 0.02, it is considered negative. If it is 0.02 or greater, a second test must be performed. A result of 0.04 or higher constitutes a positive result. The confirmation test must be done on a machine that prints out the results, date and time.

If a driver refuses to submit to any alcohol test as required by the policy and procedure, the driver will not be awarded a contract in the event it is a pre-contract test, and the driver will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit to a test for the presence of alcohol shall mean:

Failure to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing; or

Engagement in conduct that clearly obstructs the testing process.

All contracted bus owners/drivers will be required to execute the Consent/Release Form (Exhibit F).

#### Evaluations and Return of Results

The laboratory will transmit (by fax, mail, or computer, but not orally over the telephone) the results of all tests to the School Board's MRO. The MRO will be responsible for reviewing the quantified test results of contracted bus owners/drivers and confirm that the individuals testing positive have used drugs in violation of School Board policy. Prior to making a final decision to verify a positive test result for an individual, the MRO shall give the individual an opportunity to discuss the result with him or her. The driver must provide documentation (doctor's report, copy of a prescription, etc.) as proof of legitimate use of medication within five (5) days. This information will assist the MRO in determining if a confirmed positive test result is a result from legally prescribed medication.

If the MRO is satisfied that there exists a valid medical explanation for the positive test result, the MRO will inform the employee of this finding and reassure the individual that all information related to the positive test and valid explanation will remain confidential. The MRO will verify the test result as negative and any report to the school system will indicate the test is negative.

If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact a designated school system official who shall direct the individual to contact the MRO as soon as possible.

If the MRO is unable to contact the driver within five (5) days, the MRO will contact the school system's Drug Program Coordinator and advise them to remove the driver from his/her safety sensitive position for medical reasons, pending an interview with the driver. The MRO may verify a test as positive without having communicated directly with the employee about the test if the designated school system representative has successfully made and documented a contact with the individual and instructed the individual to contact the MRO and more than five days have passed since the date the individual was successfully contacted by the designated school system representative or the employee expressly declines the opportunity to discuss the test.

The MRO shall then promptly tell the superintendent/designee which contracted bus owners/drivers tests positive.

#### Request for Re-test

Split sample testing is required of all drug testing. The MRO shall notify each contracted bus owner/driver who has a confirmed positive test that the individual has 72 hours in which to request a test of the split specimen, if the test is verified as positive. If the individual requests an analysis of the split specimen within 72 hours



of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the result of the test of the primary specimen is positive, the laboratory shall retain the split specimen in frozen storage for 60 days from the date on which the laboratory acquires it. Following the end of the 60-day period, if not informed by the MRO that the individual has requested a test of the split specimen, the laboratory may discard the split specimen.

The split specimen shall be retained in long-term storage for one year by the laboratory conducting the analysis of the split specimen (or longer if litigation concerning the test is pending).

The contracted bus owner/driver may be required to pay the associated costs of re-test in advance but will be reimbursed if the results of the re-test are negative.

#### Release of Test Results and Required Record-keeping

Test results and records must be kept confidential. Test results shall not be released by the School Board, beyond the MRO and School Board's management, without the individual's written authorization.

However, all contracted bus owners/drivers will be required to execute a consent/release form permitting the System to release test results and related information to the Unemployment Compensation Commission or the relevant government agency (Exhibit #F).

The MRO shall retain the individual test results for positive specimens for five (5) years and negative for twelve (12) months.

Records that demonstrate the collection process conforms to the plan must be kept for at least three (3) years or for the period required by law.

A record of the number of drivers tested, by type of test (i.e. post-accident, pre-employment or reasonable suspicion), must be kept for at least five (5) years.

Records confirming the supervisors and drivers have been trained as required must be kept for at least three (3) years.

## Tests For Which Contracted Bus Owners/Drivers Must Pay

Pre-contract DOT drug and alcohol tests

Reasonable cause test if the test result is positive

All post-accident tests

Return to duty and follow-up tests

Re-certification physical examination

Contracted bus owner/driver requested re-tests

## VII BREACH OF CONTRACT

The School Board/Superintendent will consider breach of contract action for any violation of the policy, including refusing to submit to screening, to execute a release, or otherwise cooperate with an investigation or search by the administration.

All contracted bus owners/drivers who test positive in a confirmation substance test will be subject to breach of contract action. Rehabilitation, at a pre-approved treatment provider, may be available to individuals who violate the policy at the expense of the individual.

No individual may be returned to driver status after any rehabilitation or testing positive unless certified as safe and not using drugs by the School Board's MRO. Any contracted bus owner/driver returning to driver status after violating the policy or testing positive will be subject to aftercare and testing as outlined in the Probation Agreement.

### GROUND FOR CONTRACT TERMINATION

The following are grounds for contract termination under the drug and alcohol-testing program for contracted bus owners/drivers:

Refusal to submit to testing or neglecting to be readily available for testing will be grounds for termination.

Confirmed concentration test reading of 0.04 or greater, on any required alcohol test will be grounds for termination.

Confirmed positive results on any required controlled substance test will be grounds for termination.

## VIII ASSISTANCE PROGRAM (AP)

The School Board AP shall include:

Education and training for the contracted bus owner/driver regarding drugs and alcohol;

Each supervisor must complete one (1) hour of training on reasonable suspicion for drugs and one (1) hour of training for reasonable suspicion of alcohol each year, including:

Effects and consequences of substance use on personal health, safety and work; (Exhibit A)

Manifestations and behavioral causes that may indicate substance use; and (Exhibits B & C)

Documentation of training provided (Exhibit G)

A written statement on file and available at the School Board office outlining the AP.

## IX INVESTIGATION/SEARCHES

Where a supervisor has reasonable cause to suspect that a contracted bus owner/driver has violated the substance abuse policy, he or she may inspect vehicles which a contracted bus owner/driver brings on the School Board's property, purses, briefcases, tool boxes or other belongings, and at locations where school related activities are being conducted without prior notice in order to ensure a work environment free of prohibited substances. A contracted bus owner/driver may be asked to be present and remove a personal lock. Where the contracted bus owner/driver is not present or refuses to remove a personal lock, the superintendent/designee will do so for him or her. The superintendent/designee may release any illegal, or controlled drugs, or paraphernalia to appropriate law enforcement authorities.

All searches should be coordinated with the superintendent/designee.

### NOTE

These procedures represent the School Board's current guidelines in dealing with a developing problem under evolving laws and facts, and may be changed in accordance with Board policy and state federal law.

EXHIBIT A  
CHEMICAL EFFECTS OF DRUGS AND ALCOHOL MISUSE

Alcohol - depresses the central nervous system

Cocaine - central nervous system stimulant with short term effects similar to the body's own adrenaline

Marijuana - psychoactive drug involved is THO, a hallucinogenic agent

Prescription drugs -

Stimulants (Amphetamines) act as synthetic adrenaline energize the central nervous system by increasing blood pressure, widening pupils, increasing respiration, depressing appetite and decreasing fatigue

Sedatives (Barbiturates/depressants) cause a slowdown of the functions of the brain and the central nervous system

PCP, Angel Dust, creates euphoria which lasts for three to five hours, ensuing loss of feeling, numbness

Heroin - semi-synthetic narcotic drug; morphine derivative; analgesic

EXHIBIT B  
BEHAVIOR EFFECTS FROM DRUGS AND ALCOHOL MISUSE  
(DEFINING PROBABLE CAUSE)

1. Alcohol

Speech - thick, slurred, loud

Flushed face

General appearance, dishevelment, dirtiness, unkemptness

Appearance of eyes - red, watery, heavy lids, fixed pupils

Breath - foul, distinctive odor of various intoxicants

Gait - Walking unsteady, deliberately and over-careful, swaying, weaving, stooped

Behavior - excessive, silliness or boisterousness

2. Narcotics - (Heroin, Morphine)

Lethargy, drowsiness, and tendency to go "on the nod", falling asleep and then awakening

Red, watering eyes; pupils fixed and constricted

Loss of appetite; generally poor physical condition

Scars (needle tracks) on back of hands and arms, may wear long sleeves to cover scars

Nausea, vomiting, and muscular twitching resulting from withdrawal

Syringes, needles, or other evidence of injections left in a locker or desk

3. Sedatives and Depressants (Barbiturates)

Dozing, lack of concentration and slurred speech

4. Stimulants (Amphetamines/Cocaine)

Excessive activity and nervousness; extremely talkative and emotionally expressive

Dilated pupils; mouth and nose dry and irritated; sore throat, nose bleeds

Lack of interest in personal health and hygiene; long periods without eating or sleeping

Impatience or irritability

Sinus problems; runny nose, headaches

Trembling and convulsions; nausea or vomiting

Continual licking of lips, grinding of teeth, sniffing, or nose rubbing

5. Hallucinogens (Marijuana, LSD, Mescaline)

Changes in mood - LSD user's may vary from a trance like state to feelings of fear and terror; may experience nausea, chills, flushes, irregular breathing, trembling of hands

Use of marijuana is difficult to detect - user may be talkative or sleepy as drug takes effect -

Depth and time perception may be distorted, making driving and work with machinery dangerous

Aroma/Circumstances surrounding actual use must be considered

EXHIBIT C

PERFORMANCE BEHAVIOR FOR DRUG AND ALCOHOL MISUSE

In addition to the physical symptoms often displayed, an employee who is misusing alcohol or drugs may exhibit certain behaviors that can lead to problems on the job.

Among these are:

Unreported absences or late arrivals

Poor or erratic work performances and decreased productivity

Increase involvement in workplace accidents

Poor relations with co-workers

Increased request for time off or early dismissal from work

Increased use of sick benefits

Here are some specific performance behaviors, alcohol misuse and drug abuse can cause while you are trying to perform your job.

ALCOHOL-

Turning with wide radius

Weaving and swerving

Braking erratically

Slow response to traffic signals

Slow speed more than 10 MPH below limit

Accelerating or decelerating rapidly

#### AMPHETAMINES-

More likely to take risks

Overreactions such as over-braking, over-steering, over-acceleration

Bad judgment concerning distance

Late reaction times

#### COCAINE-

Distorted vision and perception

Slow reaction time to traffic situations

Hard to make a decision

Angry about own slow ability to react

#### MARIJUANA-

Slower than usual thinking and reactions

More than usual miles without sleeping

Don't remember last stop, short-term memory loss

Could rear end another vehicle before aware of presence

#### OPIATES-

Day dreaming

Blurred vision

Distorted sense of time and distance

#### PHENCYCLIDINE (PCP)-

Aggressive actions such as honking horn, sliding tires, taking aim at other vehicles.

Following too close. Passing on a curve or in a blind spot.

### EXHIBIT D

#### PROCEDURE USED TO TEST FOR CONTROLLED SUBSTANCES

You will be sent to a collection site where a urine sample will be collected in a private location.

Urine specimens are divided into two containers by the collection site person in your presence. These two specimen samples, called "primary" and "split", are sent to a testing laboratory certified by the Department of Health and Human Services.

At the laboratory, a screening test is performed on the "primary" sample. If this test is positive for controlled substances, a confirmation test is performed. This test is called a gas chromatography/mass spectrometry, to ensure that over the counter drugs are not reported as positive.

If the first test is positive, the Medical Review Officer (MRO) will attempt to notify you, to find out if there is a medical reason for the drug use. If you can document why the substance is being taken and if the MRO finds it is a legitimate medical use, the test may be reported as negative to the employer. If you cannot be contacted, the required information must be furnished to the employer within three business days of completion of the MRO's review.

After being notified that the first test was positive, you have 72 hours to request a test of the "split" specimen sample. If you make this request, the split specimen is sent to another DH HS-certified laboratory for the test. If the split specimen does not confirm the presence of a controlled substance, the MRO cancels the test and reports this to the DOT, the employer and to you.

Removal from safety sensitive duty is immediate, and not delayed to await the result of the split specimen test.

If you refuse to submit to any controlled substance test as required by this policy, you will not be hired in the event it is a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. Contracted bus owners/operators will not be awarded a contract in the event it is a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit means the following:

Failure to provide adequate urine for testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or  
Engagement in conduct that clearly obstructs the testing process.

#### EXHIBIT E PROCEDURE USED TO TEST FOR THE PRESENCE OF ALCOHOL

All alcohol testing is done by a certified breath alcohol technician (BAT) in a private setting where no one but you and the BAT can see or hear the test results. An evidential breath-testing device (EBT) approved by the National Highway Safety Administration must be used to perform the test.

The BAT will ask for identification. You may ask for the BAT's identification as well.

To complete the test you must blow forcefully into the mouthpiece of the testing device as the test requires 210 liters of breath for proper testing of the alcohol concentration.

A screening test is done first. If the reading is less than .02, you will sign a certification and fill in the date on the form and the test is complete.

If the reading is .02 or over, a confirmation test must be done after 15 minutes, but within 20 minutes of the first test. You will be asked not to eat, drink, belch, or put anything in your mouth. These steps prevent the build-up of mouth alcohol, which could lead to an artificially high result.

If the confirmation test results show a reading of .02 but less than .04, you will be removed from safety sensitive functions and sent home until your next duty shift, but not less than 24 hours from the time of the test. Also, you will receive disciplinary action up to and including termination.

If the confirmation test results show a reading of .04 or greater, you will be immediately removed from safety sensitive functions, again receive the referral information per this policy if requested, but are subject to termination. A bus owner/operator will be subject to having his/her contract terminated.

If the screening and confirmation test results are not the same, the confirmation test result will be used.

If you refuse to submit to any alcohol test as requested by this policy, you will not be hired in the event of a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. A contracted bus owner/operator will not be awarded a contract in the event of a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit shall mean the following:

Failure to provide adequate breath for testing without a medical explanation after he or she has received notice of the requirement for breath testing; or  
Engagement in conduct that clearly obstructs the testing process.



EXHIBIT F  
CONSENT/RELEASE FORM  
CONTRACTED BUS OWNERS/DRIVERS

I have read the above statement of policy and agree to abide by the School Board's drug and alcohol rules. I agree to submit to drug and alcohol tests at any time as a condition of the bus contract. I authorize any laboratory or medical provider to release test results to the superintendent/designee, the transportation supervisor, and the Board's MRO.

I expressly authorize the School Board or its MRO to release any test-related information, including positive results, to the Unemployment Compensation Commission or other government agency investigating the termination of the bus contract or termination of the contracted driver.

\_\_\_\_\_  
Contracted Bus Owner/Driver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent/Designee

\_\_\_\_\_  
Date

EXHIBIT G  
DRUG TESTING PROGRAM  
ACKNOWLEDGMENT OF ATTENDANCE AT TRAINING SESSION

The Rutherford County Board of Education (hereinafter known as the Board) has adopted the attached Drug Testing policy and Drug Testing Rules and Regulations. Once you finish your training session explaining the facts about the effects, behavioral changes and job performance dangers of controlled substances and alcohol misuse, sign this cover sheet and return it to the session supervisor. Make sure that all of your questions are fully answered including how to contact an assistance program and substance abuse professional referral service for help. All individuals subject to testing are required to submit to alcohol and a controlled substance tests administered in accordance with this policy:

I, \_\_\_\_\_,  
(Print your name)

have received one hour of more training on controlled substance abuse, and received training and information on alcohol misuse. I have read and understand the Board's policy and rules and regulations regarding drug testing and maintaining a drug-free and alcohol misuse-free workplace. I have been given a copy of the drug testing policy and drug testing rules and regulations, have had all of my questions answered, and understand my obligations and responsibilities as a covered individual.

I am aware that the superintendent or his designee is the Board's designated person to answer any questions that I might have concerning the Board's policy, rules and regulations, educational materials and training.

I am aware that the Board is providing an assistance program and substance abuse professional consultation and referral service phone number for drug and alcohol misuse problems. This is a referral number furnished for consultation only and does not obligate the Board to pay for, or provide treatment, for drug or alcohol addictions, or related problems.

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Signature