

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

**FEBRUARY 8, 2024  
5:30 P.M.**

**AGENDA**

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

**Recommended Motion - to approve the agenda as presented.**

**5. APPROVAL OF CONSENT AGENDA (TAB 1)**

- A. Minutes: January 22, 2024, Board Meeting Minutes**
- B. Community Use of Facilities**

**FACILITIES USE**

2/8/2024

**Fees**

Barfield Elementary	FineArtsMatter, music lessons, classroom, 2/15/24 – 5/9/24, \$15 per day per room
LaVergne Middle	The Movement Basketball Club, practice, gym, 3/4/24 – 5/29/24, \$18 per hour
Riverdale High	RCS Sports Leagues LLC, flag football games, sports field, 3/24/24 – 5/19/24, \$290 per day
Rock Springs Elementary	Tennessee Hustle Basketball, practice, gym, 3/4/24 – 5/23/24, \$18 per hour
Wilson Elementary	FineArtsMatter, music lessons, classroom, 2/14/24 – 5/8/24, \$15 per day per room

**No Fees**

Smyrna High

Tennessee Hustle Basketball, practice, gym,  
1/14/24 – 6/19/24, no fees, \*In-Kind  
Agreement

Note: Facility use prior to 2/8/24 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

**C. Bids**

Bid #3726 – Kitchen Equipment (Walter Hill),  
Request to purchase a forklift for CTE

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

<b>Name-Certified</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Tabitha Kessinger	\$2,311.10	Stewarts Creek Middle	School Funds - Football	Paperwork, Schedule, Student Organization
<b>Name-Non-Faculty</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Alayna Marie Hurst	\$14.00/hr	Eagleville	School Funds - Band	NFS Winterguard Instruction
Miyah Cook	\$1,041.67	Oakland High	OHS Girls Basketball Boosters	Assistant Girls Basketball Coach
Kyle Tate	\$1,000.00	Oakland High	School Funds - Wrestling	Assistant Wrestling Coach
Bruce T. Thweatt	\$500.00	Riverdale	School Funds - Tennis	Assistant Tennis Coach
Anthony Meho	\$1,500.00	Stewarts Creek High	School Funds - Boys Soccer	Assistant Boys Soccer Coach
Roland Barber	\$25 / lesson	Stewarts Creek Middle	School Funds - Band	Low Brass Instruction

<b>Name- Classified</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Isaiah Ashurst *8	Hourly	LaVergne Middle School	Use of Facilities - Crossland Church	Additional custodial work for the 2023 / 2024 school year

- 1 Approved previously for an amount \$500 or greater
- 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 Department
- 7 Classified Employee Coach
- 8 Regular Rate - Part time employee

**E. Non-Faculty Volunteer Coaches:**

According to the 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.

<b>NAME</b>	<b>SCHOOL</b>	<b>SPORT</b>
Hurst, Alayna	Eagleville School	Band
Ballard, Leslie	Siegel Middle	Softball
Berry, Dorian	Rockvale Middle	Baseball
Gordon, S'khiya	Smyrna High	Track
Littlefield, Anthony	Oakland Middle	Archery
Malik, Hassan	Siegel High	Boys Tennis
Meho, Anthony	Stewarts Creek High	Boys Soccer
Barber, Roland	Stewarts Creek Middle	Band
Newby, Nicholas	Siegel High	Boys Soccer
Parks, Robert	LaVergne High	Baseball
Sharif, Haneef	Rockvale High	Track
Walters, Chad	Oakland High	Lacrosse
Wright, Jaclyn	Blackman High	Girls Track

**Recommended Motion – to approve the consent agenda as presented.**

## 6. PUBLIC COMMENT\*

*\*Public comment requests to address the Board must be provided in writing to the Director of Schools' office no later than noon (12:00 p.m.) on the day of the meeting by completing the Public Comment Form. Speakers will have three (3) minutes to speak.*

## 7. RUTHERFORD PROUD

**Board Meeting:** The Amazing Shake

For the past few months, students from several Rutherford County and Murfreesboro City schools have been competing in the annual Amazing Shake competition. The Amazing Shake focuses on soft skills, such as having a good handshake, learning how to carry on a conversation, and how to “work a room.” The two winners of the competition will be recognized by the School Board and will next proceed to the national championship in Atlanta at the Ron Clark Academy.

## 8. INSTRUCTION (TAB 2)

I. The Instruction Department is requesting permission to make an application to offer credit for special courses under the following guidelines: Rule 0520-1-3-.05-2a: “Local school systems may offer special courses not listed in 0520-1-3-.06 on an experimental basis. The Commissioner of Education must approve each course in advance each year.” Rutherford County High Schools are requesting approval for the following special course requests:

- Sports Officiating (New Request)
- Leadership (New Request)
- Critical Thinking (Renewal)
- Writing Lab (Renewal)
- Civil War History (Renewal)
- Sports History (Renewal)
- Survey of Pop Culture (Renewal)
- World War II History (Renewal)

**Recommended Motion – to approve the 2024-2025 special course requests for Rutherford County high schools as presented.**

II. Graduation Contract with M.T.S.U.

The 2023-2024 Rutherford County Schools Graduation Calendar was approved by the Board on November 9, 2023.

**Recommended Motion – to approve the graduation contract between Rutherford County Schools and Middle Tennessee State University as presented.**

III. Preliminary Growth Positions for 24-25:

Due to the upcoming job fair on February 24<sup>th</sup>, Curriculum and Instruction is requesting to post priority new certified positions for the 24-25 SY in hard to fill areas. These positions will be funded through additional TISA revenue in the 24-25 SY received due to an increase in student enrollment during the 23-24 school year. ESL positions are required to meet the 1:35 teacher to student ratio required by the Tennessee State Board of Education and Tennessee Department of Education.

Position	Number	Notes
Behavior Interventionist	3	Part to full
Principal	2	Church Street, RW Annex
AP	2	Church Street, RW Annex
Transition Coach	1	Behavior Support/location
Teacher	14	K-12 (includes arts, CTE, core/grade-level, behavior support)
ESL Teacher	25	To meet 1:35 ratio
SpED Teacher	16	Includes inclusion, structured setting (based on IEPs)
Counselor	7	K-12 (closing gap on state suggested ratio, behavior support)

**Recommended Motion – to approve posting of these positions as potential openings for the 24-25 SY.**

**9. LEGAL (TAB 3)**

Out of County Transfer Student (1)

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

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools’ Recommendation: Deny admission.

**Recommended Motion - motion to admit or deny the admission of this Out of County Transfer Student as presented.**

**10. FINANCIAL MATTERS**

I. Board Recognition of the Blackman JROTC at Blackman 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 Blackman JROTC has provided all information requested from the board’s written cooperative agreement and can be recognized as an RCS SSO. It is noted that this SSO has NOT applied and to receive an IRS determination letter to be recognized as a 501(c)3 non-profit entity that is in compliant with the BOE written cooperative agreement. The IRS letter allows the SSO to open and operate out of a checking account that is separate from Blackman High School student activity funds. Until the determination letter is applied for and received, the booster club will utilize the Blackman High student activity funds for all its financial activities and be subject to the BOE financial policies and procedures.

**Recommended Motion – to approve the Blackman JROTC at Blackman High School as a RCS School Support Organization (SSO).**

II. 24-25 SY Budget and Priority Discussion

**11. ENGINEERING AND CONSTRUCTION (TAB 4)**

Rocky Fork Middle Request. Principal Jennifer Clark is requesting to construct a 10' x 8' wooden structure at the baseball/softball fields. The structure will be used as a concession stand for all sports teams. The anticipated materials cost is \$2,500.00 and will come from funds raised by the ball teams. A parent group will provide the labor. Engineering and construction have reviewed the request and recommends approval.

**Recommend Motion - to approve the RFM concession structure as presented.**

**12. INSURANCE**

**13. FINANCIAL REPORT**

**14. DIRECTOR'S UPDATE**

- Update on open positions

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

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

**17. GENERAL DISCUSSION**

**18. ADJOURNMENT**

**EXECUTIVE SESSION FOLLOWING**

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

**MINUTES OF JANUARY 25, 2024**

**Board Members Present**

Shelia Bratton, Board Chair  
Claire Maxwell, Vice-Chair  
Caleb Tidwell  
Coy Young  
Frances Rosales  
Katie Darby  
Tammy Sharp  
Dr. James Sullivan, Director of Schools

**1. CALL TO ORDER**

The Board Chair called the meeting to order at 5:30 P.M.

**2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by JROTC Cadets; Major Paige Turner and Sergeant 1<sup>st</sup> Class Sheridan Bolognone.

**3. MOMENT OF SILENCE**

A Moment of Silence was observed for Rebecca Hindsley's Family.

**4. APPROVAL OF AGENDA**

**Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve the agenda as presented.**

**Vote: All yes**  
**Motion passes.**

**5. APPROVAL OF CONSENT AGENDA (TAB 1)**

- A. Minutes: January 11, 2024, Board Meeting Minutes**
- B. Minutes: January 22, 2024, Special Called Meeting Minutes**
- C. Community Use of Facilities**

**FACILITIES USE**  
1/25/2024

**Fees**

Barfield Elementary	Savannah Ridge HOA, meeting, gym, 1/29/24, \$18 per hour
Central Magnet	Midsouth Homeschool Athletic Conference, tournament, gym, 2/17/24, \$290 per day
Oakland Middle	Dance Classics LLC, recital, band & choir rooms & auditorium, 5/30/24 – 6/1/24, \$945
Rock Springs Elementary	Royal Lao Classical Dancers, practice, gym & cafeteria, 1/21/24 – 5/12/24, \$216 per day, **retro review
Smyrna Elementary	National Inventors Hall of Fame, science camp, classrooms, 6/3/24 – 6/7/24, \$225

**No Fees**

Barfield Elementary	The Center for Martial Arts Excellence, character education, music room, 2/5/24 – 2/13/24, no fees, *In-Kind Agreement
Riverdale High	Middle Tennessee Children’s Theatre, practice, classrooms, 1/8/24 – 4/18/24, no fees, **retro review
Wilson Elementary	Girl Scouts of Middle TN, meetings, classroom, 1/22/24-5/20/24, no fees, **retro review

Note: Facility use prior to 1/25/2024 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

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

Name-Certified	NTE Amt	School	Funded By	Description
Zachary Harrison *3	\$250.00	Blackman High	School Funds - Boys Basketball	Facility Supervision for Outback Classic
Barry Marton *6	\$1,200.00	Blackman High	School Funds - Various	Bus Driver



Phillip Morgan *6	\$1,200.00	Blackman High	School Funds - Various	Bus Driver
Sedonia Thompson	\$1,000.00	Blackman Middle	School Funds - Girls Basketball	Assistant Girls Basketball Coach
Kayla Hoppenjans	\$500.00	LaVergne High	School Funds - Girls Soccer	Field Maintenance
Michael Woodward	\$500.00	LaVergne High	School Funds - Girls Soccer	Field Maintenance
Charles Limbaugh	\$500.00	Riverdale	School Funds - Boys Basketball	Table for Adidas Shootout
Barry Marton *1	\$450.00	Riverdale	School Funds - Boys Basketball	Game Clock/Scoreboard Operator for Adidas Shootout
Amanda Walters	\$500.00	Siegel Middle	School Funds - Track	Assistant Track Coach
Sydney Moore *1	\$300.00	Stewarts Creek High	School Funds - Volleyball	Host, set up, tear down, and troubleshoot for Volleyball camp
Thomas Curtis	\$75.00	Stewarts Creek High	School Funds - Girls + Boys Basketball	Work ticket table for 2 JV games
Michael Davis	\$2,000.00	Stewarts Creek High	School Funds - Track	Assistant Track Coach
Reggie Covin Skelton	\$600.00	Whitworth Buchanan	School Funds - Girls + Boys Basketball	Basketball Clock/Announcer
Tanya Webb	\$1,250.00	Whitworth Buchanan	School Funds - Girls + Boys Basketball	Basketball Scorekeeper
<b>Name-Non Faculty</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Hannah Gibson	\$25 / lesson	Eagleville	School Funds - Band	Music lessons
Tommy Bogle	\$2,000.00	Rock Springs Middle	School Funds - Various Athletic Accounts	Mow ball fields

Heather Jones *7	\$1,000.00	Rockvale Middle	School Funds - Girls Basketball	Assistant Girls Basketball Coach
Alexis Davis	\$1,000.00	Siegel High	School Funds - Football Cheer	Assistant Cheer Coach

- 1 Approved previously for an amount \$500 or greater
- 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 Department
- 7 Classified Employee Coach
- 8 Regular Rate - Part time employee

**E. Non-Faculty Volunteer Coaches:**

According to the 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.

NAME	SCHOOL	SPORT
Hale, Tim	Blackman Middle	Band
Gibson, Hannah	Eagleville	Band
Whitt, Brandon	Eagleville	Softball
Price, Alan	Oakland High	Lacrosse Coach
Lanning, Jeff	Riverdale High	Baseball
Parker, Sarah	Riverdale High	Boys Soccer
Drayton, Alyssa	Smyrna Middle	Softball
Moseley, Hunter	Smyrna Middle	Baseball

**F. BUS**

Voluntary Termination of Bus Contract #316- Austin Stockton

**Motion made by Mr. Tidwell and seconded by Ms. Sharp, to approve the consent agenda as presented.**

**Vote: All yes  
Motion passes.**

## 6. PUBLIC COMMENT\*

**No public comment requests were made.**

*\*Public comment requests to address the Board must be provided in writing to the Director of Schools' office no later than noon (12:00 p.m.) on the day of the meeting by completing the Public Comment Form. Speakers will have three (3) minutes to speak.*

## 7. RUTHERFORD PROUD

Recognition of Level 5 Schools

During the past two academic years, we have had multiple Level 5 schools, which is the highest performance level given by the Tennessee Department of Education. In all, we had 19 schools in 2021-2022 and 26 schools in 2022-2023. Previously, we had been told the state would be sending banners to recognize all Level 5 schools, but we have not received them. However, Dr. Sullivan and the communications department has worked with a local vendor to create banners for each of the schools so they can recognize the accomplishment at their schools with their employees, students, and parents. Those banners will be presented to the principals tonight.

Dr. Sullivan congratulated and recognized the following:

Level 5 schools for 2021-2022

Blackman High School  
Brown's Chapel Elementary School  
Buchanan Elementary School  
Cedar Grove Elementary School  
Central Magnet School  
Christiana Middle School  
Eagleville School  
John Coleman Elementary School  
Lascassas Elementary School  
Oakland High School  
Rockvale High School  
Rockvale Middle School  
Rocky Fork Middle School  
Siegel Middle School  
Stewarts Creek Elementary School  
Stewarts Creek Middle School  
Stewartsboro Elementary School  
Thurman Francis Arts Academy  
Whitworth-Buchanan Middle School

Level 5 schools for 2022-2023

Blackman High School  
Blackman Middle School  
Central Magnet School  
Christiana Middle School  
Eagleville School  
Holloway High School  
John Coleman Elementary School  
Lascassas Elementary School  
Oakland High School  
Oakland Middle School  
Plainview Elementary School  
Rockvale High School  
Rockvale Middle School  
Rocky Fork Middle School  
Rutherford County Virtual School  
Siegel Middle School  
Smyrna Elementary School  
Smyrna Middle School  
Smyrna Primary School  
Stewarts Creek Elementary School  
Stewarts Creek Middle School  
Stewartsboro Elementary School

Thurman Francis Arts Academy  
Walter Hill Elementary School

Whitworth-Buchanan Middle School  
Wilson Elementary School

*Mrs. Bratton called a recess from 5:39 pm - 5:44 pm*

## **8. GUEST SPEAKERS**

**Board Work Session:** Dr. Annie Ralston, Coordinator of Special Education, provided the School Board an end of quarter behavior and discipline data review for the 2nd quarter of the 2023/2024 school year.

**Board Meeting:** Dr. Annie Ralston, Special Education Coordinator, and the Special Education Department highlighted 2 very important programs in Rutherford County: Project Search and Transition Academy.

Project SEARCH is a one-year, school-to-work program for young people with intellectual and/or developmental disabilities. The goal of Project SEARCH is competitive employment. Project SEARCH uses a unique model of total workplace immersion, internship rotations, partnerships with adult service providers, customized job-search assistance, and long-term business relationships to achieve this goal.

The Transition Academy is a dynamic program that allows adult students with disabilities the opportunities required to grow in life skills, job skills, personal relationships, and inclusion in their community. This program focuses on hands-on life skills such as money management, cooking, taking care of a home, public transportation, and so much more. The Transition Academy utilizes each student's unique needs to help them grow to be more a confident and independent adult.

**Board Meeting:** Dr. Kelly Chastain updated the Board on the 3<sup>rd</sup> grade retention law and issues with TDOE for this year's 4<sup>th</sup> graders and the lack of communication and expectations for districts.

On February 15<sup>th</sup>, the TDOE work session will meet to determine what "adequate growth" means and how it will impact the promotion pathway for 4<sup>th</sup> grade students.

Mrs. Rosales expressed her extreme disappointed in the lack of communication from the TDOE.

Mrs. Darby asked Dr. Chastain what she would like to see happen? Ms. Sharp complimented Dr. Chastain on her brilliance and recommended that she present her recommendations in front of the Legislature.

## **9. SAFETY (TAB 2)**

Captain Barry Hendrixson has requested to send at least 10 SROs to attend the 2024 NASRO School Safety Conference in Phoenix, AZ. The conference is expected to provide valuable insights and training that will enhance the effectiveness of our SROs in ensuring the safety and well-being of our school community. The cost is \$20,768 which includes conference cost, lodging, airfare, and food. Rutherford County has been awarded a state-funded FY 2023-24 Public School Security

Grant, the monies designated for safety expenditures, and the proposal is to utilize this funding to cover the cost associated with the training conference.

**Motion made by Mrs. Rosales and seconded by Ms. Sharp, to approve the use of the state-funded 2023-2024 Public School Safety Grant, allocating \$20,768 to cover the expenses related to the 2024 NASRO School Safety Conference in Phoenix, AZ.**

**Vote: All yes  
Motion passes.**

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

### **I. Out of County Transfer (1)**

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for consumption and distribution of illegal drugs on school grounds.

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

**Motion made by Mrs. Maxwell and seconded by Ms. Sharp, to deny the admission of this Out of County Transfer Student as presented.**

**Vote: All yes  
Motion passes.**

### **II. Out of County Transfer Student (2)**

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

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Admit and place at alternative school.

**Motion made by Mrs. Maxwell and seconded by Mr. Tidwell, to admit the admission of this Out of County Transfer Student as presented.**

**Vote: All yes  
Motion passes.**

## **11. RESOLUTION (TAB 4)**

Charter School Funding Resolution

**Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve resolution as presented.**

**Vote: All yes  
Motion passes.**

## **12. FINANCIAL MATTERS (TAB 5)**

### **Fund 189 reallocations:**

814 South Church Street Property

Request to reallocate all remaining funds from fund 189 Rockvale Middle School \$983,133 Smyrna Middle \$1,149,573 and Stewarts Creek Middle \$329,250 to Church Street Property.

**Motion made by Mr. Tidwell and seconded by Mrs. Rosales, to approve the reallocation of fund 189 as presented.**

**Vote: All yes  
Motion passes.**

Roy Waldron Annex Renovation (formerly LaVergne Primary)

Request to reallocate remaining funds from fund 189 Rockvale Elementary \$1,450,269 and the Future Middle School \$925,769.00 to Roy Waldron Annex Renovation.

**Motion made by Ms. Sharp and seconded by Mrs. Darby, to approve the reallocation of fund 189 as presented.**

**Vote: All yes  
Motion passes.**

## **13. INSURANCE**

**Staff received their first paycheck with the new insurance rates and deductions.**

## **14. FINANCIAL REPORT**

**Dr. Sullivan reported that we received additional TISA funding in fast growth funds.**

## **15. DIRECTOR'S UPDATE**

**Dr. Sullivan stated RCS's Job Fair is February 24<sup>th</sup> for upcoming growth positions.**

**This week is School Board Appreciation week. Dr. Sullivan thanked our Board and our schools for showing their appreciation towards our School Board.**

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

**Mrs. Rosales stated that three of our resolutions have made their way to the General Assembly.**

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

**Nothing new to report.**

**18. GENERAL DISCUSSION**

**Mr. Tidwell thanked the schools for their gifts during School Board Appreciation Week. He asked Dr. Sullivan for an open position report. Dr. Sullivan will provide an update at the next meeting.**

**Ms. Sharp announced Jazz Fest is April 27<sup>th</sup> and the event is still looking for sponsors. She also reminded everyone that she is available to answer any questions regarding vouchers.**

**19. ADJOURNMENT**

Motion made by Mrs. Darby and seconded by Mrs. Maxwell, to adjourn the meeting at 6:44 P.M.

Approval of Agenda Minutes

\_\_\_\_\_  
Shelia Bratton, RCS BOE Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. James Sullivan, RCS Director of Schools

\_\_\_\_\_  
Date

**Bid #3726**  
**Serving Line with Installation (Walter Hill)**

<b>Item #</b>	<b>Description</b>	Birmingham Restaurant Supply	<b>Chef's Deal</b>	Douglas Equipment	Hotel & Restaurant	Mobile Fixture	Strategic Equipment
1	Total Cost for Seving Line	\$ 107,220.00	<b>\$ 96,772.42</b>	\$ 108,970.00	\$ 99,520.00	\$ 106,400.00	\$ 103,981.81

Mailed to 24 vendors  
 18 vendors did not respond

Recommend: Motion to award to Chef's Deal for overall lowest and best bid.

To be funded through School Nutrition Funds.



**Request to Purchase:**

The CTE Department intends to purchase a used 5000lb lift capacity, gas-powered forklift, and transport trailer to be used for the unloading of various stock metals in the high school Advanced Manufacturing labs across the district. Total purchase not to exceed \$30,000 for the forklift.

To be funded from CTE Funds

**FACILITIES USE AGREEMENT BETWEEN  
Rutherford County Board of Education  
AND  
MIDDLE TENNESSEE STATE UNIVERSITY  
MURPHY CENTER COMPLEX**

This Facilities Use Agreement (“Agreement”), made on the 26<sup>th</sup> day of January, 2024, is entered into as of the date of the final signature below (“Execution Date”), by and between Middle Tennessee State University, hereinafter referred to as the “Institution” and Rutherford County Board of Education, hereinafter referred to as “Contractor” and shall become effective commencing upon the start date of the contract term as outlined in the Agreement (“Effective Date”).

W I T N E S S E T H:

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

1. Use. The specific use of the Facility for which the parties enter into this Agreement is:  
High School Graduation Ceremonies and Rehearsals
2. Date. Contractor shall have use of the Facilities as listed below:
  - a. **Central Magnet School** will have use of the facilities from 8:00am until 11:00am Monday May 13<sup>th</sup>, 2024, for a graduation rehearsal and from 7:00pm until 10:00pm Monday May 13<sup>th</sup>, 2024, for a graduation ceremony.
  - b. **Siegel High School** will have use of the facilities from 8:00am until 11:00am Tuesday May 14<sup>th</sup>, 2024, for a graduation rehearsal and from 7:00pm until 10:00pm Tuesday May 14<sup>th</sup>, 2024, for a graduation ceremony.
  - c. **Oakland High School** will have use of the facilities from 8:00am until 11:00am Wednesday May 15<sup>th</sup>, 2024, for a graduation rehearsal and from 7:00pm until 10:00pm Wednesday May 15<sup>th</sup>, 2024, for a graduation ceremony.
  - d. **LaVergne High School** will have use of the facilities from 8:00am until 11:00am Thursday May 16<sup>th</sup>, 2024, for a graduation rehearsal and from 7:00pm until 10:00pm Thursday May 16<sup>th</sup>, 2024, for a graduation ceremony.
  - e. **Riverdale High School** will have use of the facilities from 8:00am until 11:00am Friday May 17<sup>th</sup>, 2024, for a graduation rehearsal and from 7:00pm until 10:00pm Friday May 17<sup>th</sup>, 2024, for a graduation ceremony.
  - f. **Rockvale High School** will have use of the facilities from 8:00am until 11:00am Tuesday May 7<sup>th</sup>, 2024, for a graduation rehearsal and from 10:00am until 1:00pm Saturday May 18<sup>th</sup>, 2024, for a graduation ceremony.
  - g. **Blackman High School** will have use of the facilities from 1:00pm until 4:00pm Tuesday May 7<sup>th</sup>, 2024, for a graduation rehearsal and from 2:30pm until 5:30pm Saturday May 18<sup>th</sup>, 2024, for a graduation ceremony.
  - h. **Smyrna High School** will have use of the facilities from 8:00am until 11:00am Wednesday May 8<sup>th</sup>, 2024, for a graduation rehearsal and from 2:30pm until 5:30pm Sunday May 19<sup>th</sup>, 2024, for a graduation ceremony.
  - i. **Stewarts Creek High School** will have use of the facilities from 1:00pm until 4:00pm Wednesday May 8<sup>th</sup>, 2024, for a graduation rehearsal and from 7:00pm until 10:00pm Sunday May 19<sup>th</sup>, 2024, for a graduation ceremony.

In its use of the facility, Contractor shall have access to the following:

- a. Murphy Center Arena / Arena Floor / Track
- b. Murphy Center Green Room
- c. Murphy Center Auxiliary Gym 1 & 2
- d. Murphy Center Dance Studio B

3. Payment. Payment for use of the Facility is to be made as follows:

a. Expenses incurred for the following at the current rates:

1. Murphy Center Rental	\$750.00/school
2. Floor Cover & Pipe / Drape	\$150.00/school
3. Tables	\$6.00/table
4. Chairs	\$1.00/chair
5. Stanchions	\$2.50/stanchion
6. Video Boards Rental	\$500.00/school
7. Event Production Services	\$2,250.00/school
8. Parking Services	\$20.00/hour
9. Public Safety (Police & Shuttle)	\$60.00/hour
10. Greenery & Parking Lot Cleaning	current rate
11. Custodial Services	\$3,100.00/school
12. Crowd Control (BEST)	\$3,500.00/school
13. Medical Services (EMS) 2 Units	\$155.00/hour
14. General Labor	\$12.00/hour
15. Administrative Fee	\$30.00/hour
16. Event Technician	\$26.00/hour

**Final payment is due no later than 30 days after the billing date. A proof of insurance, as stated in section 13, must be remitted with the Agreement by February 23<sup>rd</sup>, 2024.**

4. The Institution retains 25 house seats to be used by staff/management for event observation or monitoring. Contractor shall give Institution 25 tickets/passes for each event to be held under this Agreement, at no cost. Such tickets/passes shall not be used for purposes of resale. If the event requires Institution to sell tickets, then the manner of purchasing, selling, and accounting for such tickets shall be set forth in an Addendum to this Agreement.
5. The following duties shall be the responsibility of the designated party:
  - A. Promotion and publicity shall be provided by Contractor.
  - B. MCC shall provide services/equipment as additional expenses.
  - C. Advance ticket sales shall be the responsibility of Contractor.
6. All personnel required to properly staff the events covered by this Agreement, such as security, parking attendants, ticket takers, door guards, ushers, and other personnel, are to be paid for by the Institution. The number of such staff personnel shall be determined by agreement between the Institution and Contractor, but in case of disagreement, the decision of the Director of the MCC shall prevail, the efficiency of the operation and the safety of the public requiring it.
7. Contractor will be responsible for the payment of all applicable amusement tax and sales tax.
8. Contractor shall furnish the Director of MCC with final plans and requirements for set-up, equipment, staging, etc. at least three weeks prior to the event.
9. All concession and parking rights, including but not limited to, food products, beverages and checkrooms are and shall remain the exclusive rights of the Institution.
10. If music is to be performed, the parties agree to abide by the following copyright and performance provisions:
  - A. Contractor hereby assures that all necessary copyright and royalty licenses have been obtained from ASCAP, BMI, SESAC, and any other performing rights organizations or the copyright owner for the performance to be presented under the terms of this Agreement.
  - B. Contractor agrees to provide the Institution with the prior written consent of SESAC, Inc. or the copyright owner for copyrighted music or work for which SESAC is the licensing agent.

- C. **To the extent allowed by law**, Contractor agrees to indemnify, hold harmless, and defend the Institution and the State of Tennessee from and against any and all claims, demands, or suits, which may be brought for copyright infringement allegedly arising in the course of the performance presented under the terms of this Agreement. Such indemnification shall extend to both criminal and civil actions and shall include any and all loss, damage, penalty, court costs, or attorneys' fees incurred by the Institution as a result of such infringement.
- D. The Institution shall promptly notify Contractor of any such claim brought against the Institution or the State of Tennessee. The settlement or compromise of any claim brought against the Institution or the State shall be subject to the approval of the appropriate State officials, as required by T.C.A. § 20-13-103.
11. **To the extent allowed by law**, Contractor hereby agrees to indemnify and hold the Institution harmless from any and all liabilities arising out of its use of the MCC including, but not limited to, personal injury, property damage, sexual misconduct, court costs, and attorneys' fees. If the MCC, or any portion thereof, during the term of this Agreement shall be damaged by the act, fault, or negligence of Contractor's agents, employees, patrons, guests, or any person admitted to said premises by Contractor, Contractor will pay to the Institution, upon demand, such sum as shall be necessary to restore said premises to its condition prior to the facility's use.
12. Contractor agrees to comply with all Federal, State, and Municipal laws, rules, and regulations, as well as Institution policies, procedures, and guidelines.
13. Contractor shall maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law, with Employer's Liability Limits of \$100,000. Contractor shall deliver to the Institution a certificate of insurance no later than the effective date of the Agreement. If any policy providing insurance required by the Agreement is cancelled prior to the policy expiration date, Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution. The enumeration in the Agreement of the kinds and amounts of liability insurance shall not abridge, diminish or affect Contractor's legal responsibilities arising out of this Agreement.
14. Any and all claims against the Institution for personal injury and/or property damage resulting from the negligence of the Institution in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the Institution shall be expressly limited to claims paid by the Board of Claims or Claims Commission pursuant to T.C.A. § 9-8-301, *et. seq.*
15. The parties shall abide by all applicable Federal and State laws pertaining to discrimination and hereby agree and assure that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of the party on the grounds of classifications protected by Federal or State law.
16. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to an officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Contractor in connection with work contemplated or performed relative to this Agreement.
17. Contractor shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documentation of this Agreement, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of the final payment and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the State Comptroller of the Treasury, or their duly appointed representatives or a licensed independent public accountant.
18. Contractor accepts the MCC in "as is" condition without any obligation by the Institution to alter or make changes to any of its physical facilities. Contractor may at its own expense make alterations, installations, decorations, and like items provided it receives the prior written approval of the Institution to do so. This permission shall be in the Institution's sole discretion, after Contractor submits to the Institution plans and layouts of such decoration, alterations, and installations for approval by Institution and/or for approval under any existing fire regulations or other government

entity.

19. The Institution reserves the right to retain the use of RV, parking vendor, or other space to facilitate the auxiliary functions of the event, such as food and beverage service, or to provide display areas for the MCC sponsors. The designation of such space shall be the sole discretion of the Institution and the identification of such space shall be provided by Director of MCC upon request from Contractor.
20. Unless otherwise provided in an Addendum hereto, the Institution will furnish heat and air conditioning and light as provided by existing equipment and fixtures in the MCC during event hours and necessary set-up and take down hours. Any additional facilities or equipment required to furnish additional electrical current to meet the needs of Contractor provided, however, that none shall be installed unless agreed by the Institution in writing in advance. Any additional electrical current required by Contractor will be paid by Contractor at the prevailing rate, as may be established by the Institution. Institution shall not be liable for the failure of lighting, sound or other equipment or service provided by Institution.
21. The Institution reserves the right to display lighted signs, banners, flyers, posters, or other signage promoting events or sponsors of the Institution. The Institution may also make public announcements promoting events or sponsors of the Institution throughout the course of the event covered by this Agreement provided that none of these announcements are done in conflict with the production of the event covered by this Agreement, as determined by the Institution.
22. Contractor has the right to inspect the facilities with a representative of the MCC prior to, during, and/or after the term of this Agreement.
23. This Agreement may be terminated by either party upon 90 days written notice to the other party prior to the event. This Agreement may be terminated by Institution without the above-described notice upon grounds that the Facility has been rendered unusable or the activity has been canceled due to an Act of God. The Institution may terminate this Agreement if it becomes aware of any threat to personal or public safety arising at the intended time of use. The Institution may also terminate this Agreement without the above-described notice and without liability if Contractor fails to comply with all University policies, rules, regulations, conditions, and financial terms of the University, including, but not limited to, all public health requirements related to COVID-19 issued by federal, state, and local authorities as they may be updated from time to time.

Notwithstanding any other provision in the Agreement, if this Agreement is canceled by Contractor less than 90 days prior to the event, or if Contractor violates any of the terms, stipulations, conditions or covenants provided herein, the Institution shall have the right and option to terminate this Agreement in its sole discretion. Such a violation shall, at the option of the Institution, constitute forfeiture of all moneys and deposits previously paid to the Institution, the same to be treated as partial liquidated damages, and no portion thereof shall be returned to Contractor. The full rental fee shall be payable by Contractor to the Institution plus all expenses incurred by the Institution.

24. This Agreement may be modified only by written amendment executed between the parties.
25. It is understood and agreed that this Agreement contains the entire Agreement between the parties.
26. It is understood and agreed that Institution is a tobacco-free Institution, and the MCC is a tobacco-free facility.
27. PCI DSS Compliance. If Contractor will accept credit or debit cards in its performance under this Agreement, Contractor agrees that it will at all times during the performance of this Agreement comply with current Payment Card Industry Data Security Standards (PCI-DSS standards).
28. Debarment and Suspension. Contractor certifies, to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  - B. Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with, attempting to obtain, or

performing a public (Federal, State, or Local) transaction or embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b) of this certification.
- D. Have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

29. In its sole discretion, Institution reserves the right to require Contractor to have EMS personnel present during its use of the facility. If the presence of EMS personnel is required by the Institution or desired by Contractor, Institution shall retain the services of EMS personnel, and Contractor shall reimburse Institution for the cost of such services. Institution shall have no responsibility or liability for the absence, presence, or activities of such EMS personnel.

30. Illegal Immigrants. By its authorized signature on this Agreement, Contractor is attesting that it will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in the performance of this Agreement. If Contractor is discovered to have breached this attestation, it shall be prohibited from contracting with any Tennessee state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing the established appeals process.

31. Iran Divestment Act. The requirements of T.C.A. § 12-12-101 *et seq.*, addressing contracting with persons with investment activities in Iran, shall be a material provision of this Agreement. Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to T.C.A. § 12-12-106.

32. Sales and Use Tax. Contractor certifies that Contractor has either registered with the State of Tennessee's Department of Revenue for, or does not make sales of goods or services that are subject to the collection of, Tennessee sales and use tax, as required by T.C.A. § 12-3-306 and will provide proof of compliance upon request.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

Rutherford County Board of Education (Contractor)

**MIDDLE TENNESSEE STATE UNIVERSITY**

Signature: \_\_\_\_\_

\_\_\_\_\_  
Shirman A. Thomas, Executive Director  
Procurement Logistic Services

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Re: High School Graduation Ceremonies

We are announcing changes to the services provided by TBTV Event Production for high school graduation ceremonies held at Murphy Center and any other MTSU-owned or managed venue. These changes are required due to an increase in costs because of the inflationary cycle that our economy has experienced as well as the additional costs of mandated accessibility services (i.e., closed captioning, etc.) based on changes in federal regulations.

We are very sensitive to our school partner's concerns and have worked diligently to make these changes uniformly to ensure that every school receives additional services to offset any increase in their graduation-related expenses. As we standardize the services received by each of our high school partners, additional benefits and services will be provided. While most of the schools that utilize our facilities will see a slight decrease in costs from previous years, there are a few that will experience a modest increase.

### **2024 Standardized Graduation Production Rate -- \$2250.00**

The following features and services will be provided as part of the new standardized graduation production rate beginning in 2024.

1. **Rehearsal** - Every school has a rehearsal opportunity that will be staffed by our technicians to ensure that the programs run smoothly.
2. **Enhanced Video Boards** – in the past few months, new enhanced video boards have been installed in Murphy Center which provide opportunities for school branding, closed captioning within the complex, and a much better viewing experience for the friends and family members who attend the ceremonies.
3. **Multi-Cam Operations** – our video production team will provide a multiple-camera set which results in a much more engaging experience with the new video boards and for the creation of an enhanced final video product or live streamed experience.
4. **Closed Captioning** – the new video boards enable the use of closed captioning within the facility itself.
5. **Custom Video Presentation** – schools generally provide a slide show or video compilation that they use during the pre-ceremony time. The new video boards will provide a much better audience experience.
6. **Bonuses** – in our effort to reduce the sting of these inflationary and mandated costs, we've chosen to provide the following items free of charge for schools for the 2024 graduation cycle.
  - a. **Livestream** – every ceremony will be available for live streaming. This video stream will be available at [mtsu.edu/live](https://mtsu.edu/live) or it can be embedded on the individual school's website at the school's discretion. Our team will provide the coding necessary for that to happen to the school in the weeks before the event.
  - b. **Edited Final Video** – Our video production team will provide a fully edited video file of the ceremony to the school. It will be provided via download and may be used as the school sees fit.

**What we need from you**

From each of the schools, we will need the following information files provided. We need this no later than 24 hours prior to the rehearsal for the event.

1. A list of each of the prospective graduates, preferably in an MS Word document. This list will be included in the closed captioning program to facilitate the correct spelling of the graduates' names. If a person on the list is not part of the ceremony, it will not be displayed.
2. A copy of the script used by speakers and presenters during the ceremony.
3. A graphic file of the school's logo. Preferably this will be in a vector graphic file but a .jpg or .gif file will work as well.
4. The video slide show or video compilation that they would like to use during the pre-ceremony or ceremony.



## MEMORANDUM

DATE: January 23, 2024  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (1)

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

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

## Rutherford County Schools

### Application for Campus Construction Project

Before any request for construction of proposed buildings will be forwarded to the Rutherford County School Board, the following form must be filled out in full and submitted to the Rutherford County Schools Engineering and Construction Department with a letter from the School Principal, a site plan, floor plan and elevations (if applicable), a full estimate, and schedule.

1. School Name: Rocky Fork Middle School
2. Principal: Mrs. Jennifer Clark
3. Project Name: Concession stand barn
4. Assistant Principal who is overseeing the project: Mr. Alan Davis
5. Does project support recreational sports, athletics or education? Athletics
6. Does this project meet all gender equity criteria? Yes, our baseball program is offering other teams/organizations the opportunity to run concessions and keep the profits for themselves.
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.) Baseball
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate. Flat rate of \$2,500 for initial construction of barn.
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. Funding source is the Baseball Team Account through various fundraising endeavors the team has undertaken
10. If a grant or funded by a foundation/donor/charitable organization, what is the foundation's name?  
Do construction plans meet criteria for funding? N/A
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan? N/A
12. Do you have a site layout showing where this project will be constructed on campus? Page 3
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? Not at this time.
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? N/A
15. Are plans drawn and stamped by Architect/Engineer? N/A
16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes) N/A
17. What is your time line for completion of project? When will it start and when will it be completed? Start and finish within 3 weeks of approval.
18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services. No cost to the school board.

19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work? **Tim Chaffin, Self-Employed, Nashville Resident.**

## 8' x 10' Wooden Barn/Concession Stand (Rocky Fork Baseball)

Tim Chaffin

Self-Employed

Nashville, TN

Cost to build barn- \$2,500 flat rate for size 8'x10' storage barn.

