

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

**MAY 23, 2024
5:30 P.M.**

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

Work Session: Tammy Sharp

**Board Meeting: Dr. Kimberly Saxon (Choir Teacher) and Fatima Al Hajiri (Soloist),
LaVergne High School, followed by performance.**

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: May 9, 2024, Board Meeting Minutes

B. Bids:

Bid #3748 – Eagleville Elementary Classroom Renovation

Bid #3749 – Riverdale High Broadcasting Room Renovation

C. Nepotism:

Ricky Young – Maintenance – Central Office

D. Community Use of Facilities:

FACILITIES USE

5/23/24

Fees

Barfield Elementary

Encountering His Presence Church, service,
classroom, 6/2/24 – 6/1/25, \$15 per day

LaVergne High

US Elite Baseball, practice, sports field,
5/14/24 – 10/31/24, \$18 per hour, *retro
review

Siegel High

Hooligans Baseball, practice, sports field,
5/1/24 – 7/30/24, \$18 per hour, *retro review

Siegel High

Major League Soccer, parking for tournament, parking lot, 6/15/24 – 6/23/24, \$100 per hour

Smyrna High

2D Sports, baseball tournament, sports field, 6/6/24 – 7/14/24, \$18 per hour

No Fees

Central Magnet

Wilson Bank, antique car show, parking lot, 6/9/24, no fees

Rocky Fork Elementary

Smyrna Junior Basketball League, practice, gym, 11/4/24 – 3/14/25, no fees

Note: Facility use prior to 5/23/24 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.**

E. School Salary Supplements and Contract Payments:

Name-Certified	NTE Amt.	School	Funded By	Description
Nathan Bennett	\$1,500.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Thomas Capouch	\$500.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Michael Harris	\$1,500.00	Blackman High	School Funds - Boys + Girls Soccer	Field Maintenance
Collin Brent	\$1,000.00	Blackman Middle	School Funds - Boys Soccer	Assistant Boys Soccer Coach
Thomas Chesnut*1	\$300.00	Blackman Middle	School Funds - Band	All Star Band Event Coordinator
David England*1	\$150.00	Blackman Middle	School Funds - Band	All Star Band Event Assistant Coordinator
Caroline Hensley*5	\$150.00	Blackman Middle	School Funds - Band	All Star Band Ensemble Chair
Brittany Jerrell*1	\$150.00	Blackman Middle	School Funds - Band	All Star Band Ensemble Chair
Alan Pepper	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp

Trenton Carrier	\$2,500.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach
James Kendrick	\$2,500.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach
Christopher Martin	\$500.00	Riverdale	School Funds - AV	Coordination + Management of AV Fundraiser GALA for Center for the Arts
Brent Whitlock*6	\$3,000.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach + Bus Driver
Name-Non- Faculty	NTE Amt.	School	Funded By	Description
Michael Isbell	\$1,200.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Jeremy Selvidge	\$1,500.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Breanna Tate	\$1,500.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Austin Wilush*7	\$1,500.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Jaclyn Wright	\$1,500.00	Blackman High	School Funds - Track & Field	Assistant Track & Field Coach
Micah McClellan	\$1,000.00	Blackman Middle	School Funds - Baseball	Assistant Baseball Coach
Cora Alvarez	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Grant Cooper	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Addie Dodd	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Lane Freise	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Liza Freise	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Hannah Hailey	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Olivia Johnson	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Cason Lamb	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Eliza McClaran	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp

Ella McIsaac	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Taylor Petty	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Ashlynn Roberts	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
KK Roberts	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Isabella Sawyer	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Audrey Tribble	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Susan Tribble	\$1,000.00	Eagleville	School Funds - Volleyball	Summer Volleyball Camp
Jeffrey Lanning	\$2,500.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach
Nick Peterson	\$1,500.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach
Jordan Guardado	\$1,800.00	Smyrna High	School Funds - Band	Band Camp
Jordan Guardado	\$15 / hour	Smyrna High	School Funds - Band	weekly practices after camp
Corinne Fann	\$1,500.00	Stewarts Creek High	School Funds - Theater	Theatrical /Arts Camp Administrator
Deven Ferrer	\$1,500.00	Stewarts Creek High	School Funds - Theater	Helping with Theatrical/Arts Camp
Leonel Morales	\$1,000.00	Stewarts Creek High	School Funds - Boys Soccer	Assistant Boys Soccer 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

F. 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.

The following non-faculty volunteer coaches are for the 2024-2025 school year:

NAME	SCHOOL	SPORT
Allen, Mike	Smyrna Middle	Football
Barge, Preston	Riverdale High	Football
Bonner, Eric	Oakland High	Boys Basketball
Brady, Jamonn	Smyrna Middle	Boys/Girls Soccer
Bragg, Blake	Riverdale High	Boys Basketball
Carmichael, Lindsey	Rockvale Middle	Cheer
Clark, Russell	Oakland High	Football
Cook, Carter	Smyrna Middle	Football
Dentino, Elizabeth	Rockvale High	Cross Country
Dentino, Elizabeth	Rockvale High	Cross Country
Gambill, Johnny	Riverdale High	Football
Golden, Chris	Riverdale High	Softball
Hamm, Ryleigh	Riverdale High	Girls Basketball
Hurter, Erik	Eagleville	Football
Lee, Brannon	Siegel Middle	Football
Manning, Kaylyn	Rockvale Middle	Cheer
Martin, Alexandria	Whitworth-Buchanan	Cheer
Matthews, Shannon	Smyrna Middle	Boys Basketball
Pinion, Chip	Eagleville	MS Girls Basketball
Rapp, Jacob	Riverdale High	Volleyball
Smith, Kenny	Eagleville	Football
Thweatt, Bruce	Riverdale High	Volleyball/Tennis

Turner, Steve	Rockvale High	Football
Williams, Kain	Oakland Middle	Football
Fann, Corinne	Stewarts Creek High	Theatre
Guardado, Jordan	Smyrna High	Band
Freytag, James Edward	Oakland Middle	Band
George, Michael	Oakland Middle	Band
Lawson, Tonya	Oakland Middle	Band
Sharpe, Wilson	Oakland Middle	Band

G. SIOP Training Stipend:

NAME	SUBJECT	SCHOOL
Sean Holt	Geometry	Blackman High
Michelle Keating	Algebra II	Blackman High
Sean Picklesimer	US History	Blackman High
Jessica Nadeau	English I	Blackman High
Paige Suttles	English II	Blackman High
Emily Harris	Biology	Blackman High
Jacob Breed	Algebra I	Blackman High
Autumn LaBossiere	English II	LaVergne High
Marlee Gately	Algebra I	LaVergne High
Christian James	US History	LaVergne High
Tucker Dowell	Algebra II	LaVergne High
Ryan Flynn	Geometry	LaVergne High
Alexandria Symonette	English I	LaVergne High
Sonji Newman	Biology	LaVergne High
Megan Liddle	US History	Oakland High
Ashley Moore	Algebra I	Oakland High
Angela Schenck	Algebra II	Oakland High

Justin Stanford	Biology	Oakland High
Kelsey Hollis	English II	Oakland High
Lesley Sweeton	English I	Oakland High
Madison Colburn	Geometry	Oakland High
Katherine Edwards	English II	Rive4rdale High
Abdul Abu-Shanab	Biology	Riverdale High
Amanda Carroll	English I	Riverdale High
Justin McClain	Algebra II	Riverdale High
Dare Keech	Geometry	Riverdale High
Susan Campbell	Algebra I	Riverdale High
Hailey Lambert	US History	Riverdale High
Christine Tennyson	ESL	Riverdale High
Brigitte Bardwell	Algebra II	Rockvale High
Erica Salmons	English II	Rockvale High
Jeanne Bradshaw	English I	Rockvale High
Ashley Couture	US History	Rockvale High
Hannah Belcher	Geometry	Rockvale High
Amy Taylor	Biology	Rockvale High
Lauren Ward	Algebra I	Rockvale Hig
Linda Long	English II	Siegel High
Shannon Dillard	Biology	Siegel High
Misty Naran	Algebra I	Siegel High
Mindy Montry	US History	Siegel High
Joan Oxley	English I	Siegel High
Sapnesh Naran	Algebra II	Siegel High
Lauren Rich	Geometry	Siegel High
Laurelle Campbell	English II	Smyrna High

Robyn Evans	Geometry	Smyrna High
Ryan Collier	US History	Smyrna High
Jack Crites	Algebra I	Smyrna High
Kaitlyn Bell	English I	Smyrna High
Madison Socks	Biology	Smyrna High
Gracy Lanier	Algebra II	Smyrna High
Lia Beachboard	ESL/Math	Smyrna High
Jesse Maust	English II	Stewarts Creek High
Jon Ruttenbutter	Geometry	Stewarts Creek High
Terra Carter	English I	Stewarts Creek High
Kevin Forster	Algebra II	Stewarts Creek High
Leigh Thomas	Algebra I	Stewarts Creek High
Ruth Murphy	Biology	Stewarts Creek High
Monica McKinney	History	Stewarts Creek High

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. GUEST SPEAKERS

Board Meeting: Scott Kinney, of Oakland Middle School, to share his experiences from JazzFest.

8. RUTHERFORD PROUD

RCS Novice Teacher Award Winners

The Tennessee Department of Education has launched a new award designed to celebrate and recognize the wealth of excellent novice teachers in Tennessee. Winners from each CORE region and major municipalities will be recognized at the August Educators of Excellence event in Nashville.

To be considered for the state-level award, a Novice Teacher of the Year candidate must:

- Be a full-time, certified, in good standing, pre-K–12 teacher in a state-accredited public or charter school in Tennessee at each stage of the recognition process (school, district, region, grand division, state, and national levels),
- Spend the majority of the school day in direct instruction to students,
- Have completed more than 10 months and less than 30 months in Tennessee public or charter school classroom, and
- Be responsible for the assessment of students, assignment of grades, preparation of lesson plans, parent-teacher conferences, discipline, attendance, and other daily educational tasks.

For Rutherford County Schools, three teachers have been selected to represent the district for the regional competition:

Elementary: Abby Haley, Brown’s Chapel Elementary School

Middle: Sierra Perry, Smyrna Middle School

High: Alexa Norsby, Smyrna High School

9. LEGAL (TAB 2)

I. Town of Smyrna Parks and Recreation Yearly Lease Renewal

Town of Smyrna Parks and Recreation currently leases 35 acres behind Smyrna Elementary School. The current lease is set to expire August 31, 2024; however, the lease allows the Town of Smyrna to request a one-year extension. The Town has made that request, which if approved, would extend the lease expiration date to August 31, 2025.

Recommended Motion – to approve the Town of Smyrna Parks and Recreation Yearly Lease Renewal as presented.

II. Out of County Transfer Student

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for distributing edibles to other students. 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 - to admit or deny the admission of this Out of County Transfer Student as presented.

10. TRANSPORTATION (TAB 3)

I. Upgrade Bus GPS to Samsara GPS at a cost of \$117,192.00 for installation and hardware.

Reoccurring licensing of \$63,611.00 beginning the second year. Funding is currently available. Samsara GPS is compatible with our current Edulog Routing System.

Recommend Motion - to approve purchase of the Samsara GPS from the Tennessee State Bid in the amount of \$117,192.00 for installation and hardware. Plus, reoccurring licensing of \$63,611.00 beginning the second year as presented.

II. Summer Camp Transportation

The Transportation Department will be providing bus services to support the Summer Camp program. Contractors will be paid at a daily rate of \$450 for 19 scheduled days of Summer Camp.

Recommended Motion - to approve the Rutherford County Schools Bus Summer Camp Agreement as presented.

11. ENGINEERING AND CONSTRUCTION (TAB 4)

I. Request for Greenhouse at Holloway High: Rutherford County Schools Career & Technical Education Department is proposing the construction of 1- 30'x 60' Quonset-style educational greenhouse for the Holloway High CTE program. The CTE Department will be paying for the site preparation, erection of a new greenhouse, and installation of necessary utilities using the Tennessee Innovative School Models Grant. We would like to purchase the greenhouse and release a RFP to hire a contractor to do the site work and installation of utilities, once the greenhouse has been constructed. This project will be funded through the Tennessee Innovative School Models Grant. Engineering and Construction has reviewed the request and has no objection.

Recommend Motion - to approve the CTE request for HHS greenhouse construction as presented.

II. Request for a Culinary Bistro renovation at Blackman High: Rutherford County Schools Career & Technical Education Department is proposing the renovation of Room B-04 (Culinary Bistro) into the BHS Culinary Arts Bakery and Pastry Lab as part of the BHS CTE Culinary Arts program. The RCS CTE Department will be paying for the demolition and installation of commercial kitchen flooring, new access from the bakery into culinary arts classroom B-01 and B-03, bakery equipment, appliances, as well as any necessary permits, plans or fees. This project will be funded through the Tennessee Innovative School Models Grant. Engineering and Construction has reviewed the request and has no objection.

Recommend Motion - to approve the CTE Blackman High Bistro request as presented.

III. Request for a RHS Greenhouse: Rutherford County Schools Career & Technical Education Department is proposing the construction of 1 -30'x 96' educational greenhouse for the Riverdale High CTE Agriculture program. The CTE Department will be paying for the demolition of existing greenhouses, erection of a new greenhouse, and installation of necessary utilities using the Tennessee Innovative School Models Grant. We would like to purchase the greenhouse and release a RFP to hire a contractor to do the demolition of existing facilities, and the installation of utilities, once the greenhouse has been constructed. Engineering and Construction has reviewed the request and has no objection.

Recommend Motion - to approve the CTE RHS request for construction of the RHS Greenhouse as presented.

IV. Request for a RHS Metal Barn: Rutherford County Schools Career & Technical Education Department is proposing the construction of 1 - 40' x 60' wood frame metal barn for the Riverdale High CTE Agriculture program. The CTE Department will be paying for the barn package, as well as the necessary utilities of electricity and water, using the Tennessee Innovative School Models Grant. We would like to purchase and install the barn, then release a RFP to hire a contractor to do the installation of utilities. Engineering and Construction has reviewed the request and has no objection.

Recommend Motion - to approve the CTE RHS request for construction of the Metal barn as presented.

V. Request for Irrigation at Rockvale Middle School: Principal Kelly Newberry is requesting to install a practice field irrigation system. Engineering and Construction is reviewing the requested tie in location and overall functional viability of the request. The requested system is at a cost of \$9,052.00 and will be funded through the school athletic department funds. The request is at no cost to the Board. Engineering has not completed their analysis, but request approval pending final review.

Recommend Motion - to approve the RMS irrigation request after Engineering's final analysis as presented.

12. FINANCIAL MATTERS (TAB 5)

Placeholder: Budget Amendment Fund 141

13. INSURANCE

14. FINANCIAL REPORT

15. DIRECTOR'S UPDATE

16. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

17. FEDERAL RELATIONS NETWORK (FRN) UPDATE

18. GENERAL DISCUSSION

19. ADJOURNMENT

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

MINUTES OF MAY 9, 2024

Board Members Present

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

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Board Work Session: Led by Frances Rosales.

Board Meeting: Led by Dr. Kelly Chastain.

3. MOMENT OF SILENCE

A Moment of Silence was observed for Mrs. Dawn Williams' mother had an accident and is currently in the hospital. Mrs. Bratton also asked everyone to remember the Sullivan family as they stand and fight for their son's life, Asher. Dr. Sullivan specially asked that we pray for his son's life and his son's future.

4. APPROVAL OF AGENDA

Motion made by Ms. Sharp and seconded by Mrs. Rosales, to approve the amended agenda and only vote on what is statutorily required. The additional agenda items will be postponed until the May 23, 2024, and June 6, 2024, Board Meetings.

Vote: All yes
Motion passes.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

**A. Minutes: April 4, 2024, Board Meeting Minutes
Minutes: April 18, 2024, Board Meeting Minutes**

**B. Bid #3745 - CNC Router and Plasma Machines (Riverdale High)
Bid #3746 - LIFT Textbooks (ESL Dept.)
Bid #3742 – Commodity Processing
Request for Purchase a Mower for LHS
Request for Renewal for Ellevation bids**

The following companies are recommended for yearly renewals for the 2024-2025 school year for Curriculum and Instruction:

**Padlet- \$8,800.00
Imagine Learning (Edgenuity) 6-12 - \$175,500.00
Imagine Learning (Edgenuity) for the Rutherford County Juvenile Detention Center - \$23,100.00
Schoolology - \$235,325.97
PlayPosit/WeVideo - \$40,792.50
BrainPop K-8 - \$75,666.38
Follet Destiny Library Management System - \$96,812.07
Zoom Video Conferencing- \$53,245.00
Dyknow Securly Classroom (Purchasing through CDW-G Sourcewell Contract) - \$99,450.00
Gale in Context Science - \$13,987.22
Generation Genius - \$24,772.00
Moby Max - \$44,949.00
Nearpod - \$240,166.15
All to be funded through General Purpose Funding**

**C. Nepotism:
Rachael Messick – Teacher – Oakland High School
Dr. Kristin Boynton – Assistant Principal – Oakland High School**

D. Community Use of Facilities

FACILITIES USE

5/9/2024

Fees

Barfield Elementary

TN Association for Health, Physical Education, Recreation and Dance, workshop, classrooms & gym, 7/22/24, \$335

Blackman High	Intensity, softball practice, sports field, 5/14/24 – 10/29/24, \$18 per hour
Blackman High	US Elite Baseball, practice, sports field, 5/28/24 – 10/1/24, \$18 per hour
Blackman High	Murfreesboro City Parks and Recreation, track program, track, 5/6/24 - 6/22/24, no fees
Central Magnet	Med Ride Inc., training, auditorium, 5/4/24, \$285, *retro review
LaVergne Middle	Rutherford County Alumni of DST, sorority initiation, auditorium & gym, 4/20/24, \$575, *retro review
Rock Springs Middle	RUCO Stixx, baseball practice, sports field, 5/7/24 – 7/9/24, \$18 per hour, *retro review
Siegel High	Rutherford County Track and Field Club, track meet, track, 5/25/24, \$100 per hour
Smyrna High	International Kickboxing Federation, tournament, gym/sports field, 6/9/24, \$290
Smyrna Middle	Lancaster Christian Academy, football practice, sports field, 5/1/24 – 6/20/24, \$18 per hour

No Fees

Riverdale High	Soaring Eagles Basketball Academy, practice, gym, 5/14/24 – 8/21/24, no fees, *In-Kind Agreement
Smyrna High	Steve Wilson, speed & agility training, sports field, 4/25/24 – 4/25/25, no fees, *In-Kind Agreement

Note: Facility use prior to 5/9/24 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.**

E. School Salary Supplements and Contract Payments:

Name-Certified	NTE Amt.	School	Funded By	Description
Ruth Ann Logsdon*1	\$100.00	Christiana Middle	School Funds - Golf	Assistant Golf Coach
Kevin Creasy	\$12,000.00	Oakland High	School Funds - Indoor Facility	Indoor Facilitator
Tyler Eady	\$1,200.00	Oakland High	School Funds - Indoor Facility + Boys soccer	Spring mowing
Justin Stanford	\$1,800.00	Oakland High	School Funds - Tennis	Assistant Tennis Coach
Angela Allison	\$500.00	Oakland Middle	School Funds - Track	Assistant Track Coach
Amador Anguiano	\$2,000.00	Rockvale High	School Funds - Baseball	Assistant Baseball Coach
Camille Gray	\$500.00	Rockvale High	School Funds - Boys Basketball	Kept the scorebook for Boys Basketball
David Looper*6	\$1,000.00	Rockvale High	School Funds - Baseball	Assistant Baseball Coach / Bus Driver
Mateo Lozano	\$1,250.00	Rockvale High	School Funds - Baseball	Assistant Baseball Coach
Zachary Harrison	\$1,250.00	Rockvale High	School Funds - Baseball	Assistant Baseball Coach
Jonathan White	\$1,000.00	Rockvale High	School Funds - Baseball	Assistant Baseball Coach
Cora Proctor	\$1,200.00	Siegel High	School Funds - Track	Clerk for Track
Brittany Smith	\$2,000.00	Siegel High	School Funds - Track	Track meet timing / Awards + Announcing
Casey Adams	\$1,000.00	Smyrna High	School Funds - Girls + Boys Soccer	Field Maintenance on the soccer field
Conner Boyd	\$1,000.00	Smyrna High	School Funds - Baseball	Assistant Baseball Coach
Jordan Johnson	\$2,000.00	Smyrna High	School Funds - Baseball	Assistant Baseball Coach
Samuel Sheppard	\$2,750.00	Smyrna High	School Funds - Baseball	Assistant Baseball Coach
Ralph Hicks	\$1,000.00	Stewarts Creek Middle	School Funds - Baseball	Assistant Baseball Coach
Joshua Picklesimer	\$650.00	Whitworth Buchanan	School Funds - Track	Assistant Track Coach

Orion Smith	\$1,500.00	Whitworth Buchanan	School Funds - Baseball	Summer mowing
Name-Non-Faculty	NTE Amt.	School	Funded By	Description
Chad Hewitt	\$3,500.00	Oakland High	School Funds - Softball + Softball Boosters	Assistant Softball Coach
Pierre Lyons*4	\$1,500.00	Oakland High	School Funds - Softball + Softball Boosters	Assistant Softball Coach (amount approved is now \$2,500)
Valanna Lyons*4	\$500.00	Oakland High	School Funds - Softball + Softball Boosters	Assistant Softball Coach (amount approved is now \$3,500)
Joseph McHenry	\$500.00	Rockvale High	School Funds - Softball	Assistant Softball Coach
Terri Frazier*5	\$200.00	Rockvale Middle	School Funds - Girls Basketball	Basketball Camp Instructor (June 10-12, 2024)
Patrick Gatlin	\$800.00	Rocky Fork Middle	School Funds - Baseball	Assistant Baseball Coach
Bradley Jackson	\$2,000.00	Siegel High	School Funds - Track	Timing Track meets
S'kniya Gordon	\$1,500.00	Smyrna High	School Funds - Track	Assistant Track Coach
Kyle Mooney	\$2,000.00	Smyrna High	School Funds - Baseball	Assistant Baseball Coach
Charles Mitchell	\$2,500.00	Stewarts Creek High	School Funds - Baseball	Assistant Baseball Coach
Jennifer Vinocur*7	\$500.00	Stewarts Creek Middle	School Funds - Cheerleading	Assistant Cheerleading 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

F. 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.

The following non-faculty volunteer coaches are for the 2024-2025 school year:

NAME	SCHOOL	SPORT
Bouttavong, Tyler	Blackman High	Band
Chandler, Robert	Blackman High	Band
Davila, Julie	Blackman High	Band
Elliott, Williams	Blackman High	Band
George, Michael	Blackman High	Band
Lawson, Gregory	Blackman High	Band
Murphy, Rebecca	Blackman High	Band
Quallo, Jovan	Blackman High	Band
Rogers, Kelsey	Blackman High	Band
Sharpe, Wilson	Blackman High	Band
Simmons, James	Blackman High	Band
Smith, Holly	Blackman High	Band
Glass, Kelli	Eagleville High	Cheer
Fiala, Jill	Oakland Middle	Cheer
Florian, Tasha	Siegel Middle	Girls Soccer
Matthews, Demond	Smyrna Middle	Boys Basketball
Keys, Namu	Stewarts Creek High	Football
Nicoll, Chance	Stewarts Creek High	Football
Ferrer, Deven	Stewarts Creek High	Theatre

Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, 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. INSTRUCTION

I. Take-Home Backpacks for Summer Camps

The Curriculum & Instruction Department would like to purchase take-home backpacks for the upcoming summer camps June 3-28, 2024. These take-home backpacks would range from rising Kindergarten to rising 5th grade students and will include non-fiction and fiction texts, ELA and Math workbooks, and a parent engagement guide. These backpacks would be in the amount of \$143,450.15 and would be funded with the Summer Learning Camp budget.

Motion made by Mrs. Darby and seconded by Mrs. Maxwell, to approve the purchase of summer learning camp STEM kits in the amount of \$143,450.15 from the Summer Learning Camp budget.

**Vote: All yes
Motion passes.**

II. Simon Springs Naming of Principal

The Simon Springs Principal is currently serving as an Assistant Principal at a Rutherford County elementary school for the remainder of the 23-24 school year. In order to facilitate the hiring and pre-opening processes necessary for a new school, we would like to add 10 paid days, for the summer of 2024 only, for a total of \$4,903.00.

Motion made by Mrs. Rosales and seconded by Mr. Tidwell, to approve adding 10 paid days totaling to \$4,903.00 to the summer of 2024 only for the new Simon Springs Principal as presented.

**Vote: All yes
Motion passes.**

8. LEGAL (TAB 2)

I. 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 to alternative school for fighting.

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 into alternative school.

Motion made by Mrs. Maxwell and seconded by Ms. Sharp, to admit 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 expelled for possession of THC after failing to attend a drug intervention program.

According to Policy 6.318, the Board may deny admission 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 Mrs. Rosales, to deny the admission of this Out of County Transfer Student as presented.

Vote: All yes
Motion passes.

III. Policy Adoption - Second Reading of Two Readings (READ at WORK SESSION)
The policies below were recommended on the first reading on April 18, 2024.

Mrs. Bratton announced that due to new guidelines and corresponding lawsuits, Policy 6.3041 – Title IX and Sexual Harassment, will be removed from the second readings until further notice.*

Policy Changes

a. Policy 1.901 – Charter School Applications

Changes date of recommendation and appointment of review team from December to January.

Motion made by Mrs. Maxwell and seconded by Ms. Sharp to approve second reading of Policy 1.901 – Charter School Applications.

Vote: All yes
Motion passes.

b. Policy 3.202 – Emergency Preparedness Plan

Adds trainings for substitute teachers.

Motion made by Mrs. Rosales and seconded by Mr. Tidwell to approve second reading of Policy 3.202 – Emergency Preparedness Plan.

Vote: All yes
Motion passes.

c. Policy 4.406 – Use of Internet
Adds language for additional prohibited and illegal activities for employees and students.

Motion made by Mr. Tidwell and seconded by Ms. Sharp to approve second reading of Policy 4.406 – Use of Internet.

Vote: All yes
Motion passes.

d. Policy 5.106 – Application and Employment
Removes pre-employment physical examination requirement.

Motion made by Mrs. Maxwell and seconded by Mrs. Rosales to approve second reading of Policy 5.106 – Application and Employment.

Vote: All yes
Motion passes.

e. Policy 5.303 – Personal and Professional Leave
Updates language for personal leave for certified employees.

Motion made by Ms. Sharp and seconded by Mrs. Maxwell to approve second reading of Policy 5.303 – Personal and Professional Leave.

Vote: All yes
Motion passes.

f. Policy 5.308 – Sabbatical Leave
Updates language for sabbatical leave for certified and classified employees.

Motion made by Mrs. Darby and seconded by Mrs. Maxwell to approve first reading of Policy 5.308 – Sabbatical Leave.

Vote: All yes
Motion passes.

g. Policy 6.3041 – Title IX and Sexual Harassment
Changes timeline for notice of before beginning investigation and changes timeline for completion of investigations.

***Policy 6.3041 – Title IX and Sexual Harassment removed from list of policies until further notice.**

h. Policy 6.402 – Physical Examinations and Immunizations
Adds physical examination requirement for clubs that involve physical exertion or athletic activity.

Motion made by Mrs. Darby and seconded by Mrs. Maxwell to approve first second of Policy 6.402 – Physical Examinations and Immunizations.

**Vote: All yes
Motion passes.**

i. Policy 6.413 – Prevention and Treatment of Sports Related Concussions
Adds clarifying language for removal from athletics due to a concussion.

Motion made by Mr. Tidwell and seconded by Ms. Sharp to approve second reading of Policy 6.413 – Prevention and Treatment of Sports Related Concussions.

**Vote: All yes
Motion passes.**

New Policies

j. Policy 2.9002 – Site Selection and Acquisition
Policy for school site selection and acquisition.

Motion made by Mrs. Rosales and seconded by Mrs. Maxwell to approve second reading of Policy 2.9002 – Site Selection and Acquisition.

**Vote: All yes
Motion passes.**

k. Policy 3.2052 – School Resource Officers (SROs) and Nursing Staff Participation in Safety Days.
Policy for participation of SROs and nursing staff in safety days annually.

Motion made by Mrs. Rosales and seconded by Mrs. Maxwell to approve second reading of Policy 3.2052 – School Resource Officers (SROs) and Nursing Staff Participation in Safety Days.

**Vote: All yes
Motion passes.**

9. FINANCIAL MATTERS (TAB 3)

I. General Purpose School, Fund 141 24-25 SY

The General Purpose School Fund has an estimated revenue of \$538,434,765 and expenditure total of \$543,812,949 as presented. \$538,434,765 is budgeted for the operation cost for the district which would have presented a balanced budget. Due to having to fund RCS authorized charter schools at the beginning of FY 24/25, it requires RCS to budget into a deficit and use fund balance in the amount of \$5,378,184. Additionally, this budget proposal is only requiring the legal minimum, Maintenance of Effort (MOE), from our local funding body.

Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve the GPS, Fund 141 24-25 SY with estimated revenues of \$538,434,765 and expenditures of \$543, 812,949 and requesting to budget fund balance for an amount of \$5,378,184 to cover the upfront cost of charter schools. RCS is only requesting MOE from our County Commission as presented.

**Vote: All yes
Motion passes.**

II. Centralized Cafeteria, Fund 143 24-25 SY

The Centralized Cafeteria Fund has an estimated revenue of \$28,823,550 and expenditures of \$33,448,756. The proposed 24-25 budget utilizes, \$4,625,206 of fund balance to bring it closer to requirements.

Motion made by Mrs. Maxwell and seconded by Mr. Tidwell, to approve the Centralized Cafeteria-Fund 143 as presented.

**Vote: All yes
Motion passes.**

III. Educational Capital Projects, Fund 177 24-25 SY

The Educational Capital Projects Fund has an estimated revenue and expenditure of \$19,748,339.

Motion made by Mrs. Maxwell and seconded by Mr. Tidwell, to approve Educational Capital Projects - Fund 177 with estimated revenues and expenditures of \$19,748,339 as presented.

**Vote: All yes
Motion passes.**

IV. Fund 141 Budget Amendments

This amendment is to increase Fund 141 budgeted revenues and expenditures in the amount of \$5,556,938 to recognize the awarded Summer Camp Grant for FY23-24. On January 22, 2021,

the Tennessee General Assembly enacted the Tennessee Learning Loss Remediation and Student Acceleration Act to address the learning loss of students due to COVID -19 related school closures. Through this law, all Tennessee school districts were required to offer learning loss remediation summer programs for students in rising grades K - 8, starting in summer 2021. Provisions of this law that were set to expire in summer 2023 included Summer Learning Camps for rising grades 1 - 3 and After School Summer Learning Mini Camps (STREAM camps). However, in the 2023 Legislative Session, the Tennessee General Assembly amended the Act to continue summer programming (Summer Learning Camps, After School Summer Learning Mini Camps (STREAM), and Learning Loss Bridge Camps) for rising grades K-9 annually. The funds will be used to fund summer work for principals, teachers, education assistants & secretaries. There is no local match required for this grant.

Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to amend budgeted revenues & expenditures in Fund 141 General Purpose in the amount of \$5,556,938 as presented.

Vote: All yes
Motion passes.

V. Fund 177 Fund Balance Amendment

Each July 1st outstanding purchase orders in this fund are liquidated. The funds roll into fund balance which in this fund is 34685, Committed for Capital Projects. These purchase orders are for projects that were not finished by June 30. Amendment #1 took those funds out of 34685, Committed for Capital Projects, and re-budgeted the expenditures for the carry over projects that were approved in the previous year, but haven't been completed. Due to accounting procedures set forth by TN Comptroller's Office, this amendment reverses Amendment #1 to bring the budgeted amounts in balance and not over budget.

Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to reverse the 2023/24 Capital Projects Budget, Fund 177, by increasing account 34685, Committed for Capital Projects by \$13,577,898 and by decreasing Maintenance and Repair Services – Buildings, account 91300-335, Other Contracted Services, account 91300-399, and Building Purchases, account 91300-732 for a combined total of the same \$13,577,898 as presented.

Vote: All yes
Motion passes.

VI. New Job Description for Accounting Supervisor

The Budget/Finance department is requesting the approval of a new job description – Accounting Supervisor to lead our accountants, accounts payable clerks, and school support staff. As personnel, students, finance dept, and volume of work continues to increase, this position will provide support and leadership to the accounting team.

Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve a new job description for an Accounting Supervisor. This position will be funded through GP funds in FY 23/24 and is budgeted for the 2024-2025 school year.

**Vote: All yes
Motion passes.**

VII. Addition of Inclement Weather Days

Currently there are six (6) inclement weather days in the budget for all hourly classified employees. Due to the severe storms that occurred on May 8, 2024, schools are closed on May 9, 2024, which is the seventh inclement weather day. For hourly classified employees to be paid, Board approval is needed for this day and any additional potential days up to nine (9) of the 2023-2024 school year.

Motion made by Mrs. Darby and seconded by Mrs. Maxwell, to approve additional paid days for classified staff to be added to the current school year calendar as presented.

**Vote: All yes
Motion passes.**

10. STEWARTSBORO AND BROWN'S CHAPEL ZONING (TAB 4)

Continuation of enrollment cap at Stewarts Creeks Elementary for 24-25 SY: Due to overcrowding at Stewarts Creek Elementary School and the subsequent use of space at Stewartsboro Elementary for the enrollment cap during the 23-24 SY. Browns Chapel Elementary will serve as the school for all new students moving into the Stewarts Creek Elementary Zone for the 24-25 SY.

For the 2024-25 school year, kindergarten students will be enrolled per normal procedures at Stewarts Creek Elementary. New families enrolling in Stewarts Creek Elementary with a Kindergarten student and a student in a different elementary grade level will be enrolled at Browns Chapel Elementary.

The enrollment cap continues for all new school system employees hired after 9/29/23. This enrollment cap will remain in effect until classroom space is available at SCE, or until Poplar Hill Elementary school opens in August 2025.

Motion made by Ms. Sharp and seconded by Mr. Tidwell, to approve the enrollment cap of Stewarts Creek Elementary for the remainder of this year and the 2024-2025 school year as presented.

**Vote: All yes
Motion passes.**

11. CONTRACT AGREEMENT BETWEEN M.T.S.U. AND RCS (TAB 5)

I. M.T.S.U. seeks to be a Blackman High School sponsor.

M.T.S.U. proposes a contract in which M.T.S.U. may sponsor activities and place advertising at Blackman High School. M.T.S.U. requests permission to place signage, which is detailed in the contract Attachment A. M.T.S.U. proposes to pay \$5,000 per year for five years. The contract terms are July 1, 2024-June 30, 2029.

Motion made by Mrs. Rosales and seconded by Mrs. Darby, to approve the contract between M.T.S.U. and Blackman High School as presented.

Vote: All yes

Motion passes.

II. M.T.S.U. seeks to be an Eagleville High School sponsor.

M.T.S.U. proposes a contract in which M.T.S.U. may sponsor activities and place advertising at Eagleville High School. M.T.S.U. requests permission to place signage, which is detailed in the contract Attachment A. M.T.S.U. proposes to pay \$5,000 per year for five years. The contract terms are July 1, 2024-June 30, 2029.

Motion made by Mrs. Darby and seconded by Mrs. Maxwell, to approve the contract between M.T.S.U. and Eagleville High School as presented.

Vote: All yes

Motion passes.

III. M.T.S.U. seeks to be a Siegel High School sponsor.

M.T.S.U. proposes a contract in which M.T.S.U. may sponsor activities and place advertising at Siegel High School. M.T.S.U. requests permission to place signage, which is detailed in the contract Attachment A. M.T.S.U. proposes to pay \$5,000 per year for five years. The contract terms are July 1, 2024-June 30, 2029.

Motion made by Mr. Tidwell and seconded by Ms. Sharp, to approve the contract between M.T.S.U. and Siegel High School as presented.

Vote: All yes

Motion passes.

12. ENGINEERING AND CONSTRUCTION (TAB 6)

I. Request for Basketball Lockers at Rocky Fork Middle: Principal Jennifer Clark is requesting to remove the lockers originally provided with the school and replace them with custom

built lockers. The cost will not exceed \$5,000.00 and will be paid for from the Basketball account. Engineering and Construction has reviewed the request and has no objection.

Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve the Rocky Fork Middle Basketball Locker change at no cost to the Board as presented.

Vote: All yes
Motion passes.

II. Request for Outside Basketball Goals at Buchanan Elementary: Principal Ashley Witt has requested to install two exterior basketball goals for use by gym classes. The cost for all materials will be covered by the school and donations and will not exceed \$200.00. The Maintenance Department will assist with labor for installation only. Engineering and Construction has reviewed the request and has no objection.

Motion made by Mr. Tidwell and seconded by Mrs. Darby, to approve the Buchanan Elementary request for exterior basketball goals as presented.

Vote: All yes
Motion passes.

III. Request for Blackman Middle Baseball Cost increase: Principal Dr. Jessica Jackson is requesting to increase the cost for the baseball turf project previously approved on November 9, 2023. The original contractor has withdrawn their bid and have secured an additional bid. The new bid is \$13,360.00. Additional funds will be covered by the same account. Engineering and Construction has reviewed the request and has no objection.

Motion made by Mrs. Rosales and seconded by Mrs. Darby, to approve the Blackman Middle Baseball request at no cost to the Board as presented.

Vote: All yes
Motion passes.

IV. Request for HVAC at Siegel Middle Baseball Building: Principal Kim Stoecker has requested to install an HVAC system for the Baseball Building. The cost will be \$12,000.00 and funds will come from the baseball account. Engineering and Construction has reviewed the request and has no objection.

Motion made by Mrs. Maxwell and seconded by Mr. Tidwell, to approve The Siegel Middle HVAC Baseball request at no cost to the Board as presented.

Vote: All yes
Motion passes.

13. INSURANCE

Dr. Anthony reported she received an email today from the County General about a 27.5% increase to the 65+ retirees insurance plan for the next enrollment period.

14. DIRECTOR'S UPDATE

Dr. Martin asked that we continue to pray for the Sullivan family and expressed gratitude for Mayor Carr, Sheriff Fitzhugh, Chris Clark, Lieutenant Oeser and Patty Oeser. She thanked Dr. Trey Duke and expressed her appreciation towards all the board members, district leaders, administrators, teachers, students that have shown their support during this tragedy. Mrs. Bratton also stated that she received calls from Murfreesboro City Schools board members and TSBA offering their support.

15. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Nothing new to report.

16. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Mrs. Rosales shared that she had a discussion with Senator Marsha Blackburn, along with other county school board members, regarding Title IV and ESL student funding. She said they had productive conversations.

17. GENERAL DISCUSSION

Mr. Lee said that schools will be closed tomorrow and reminded everyone to be safe when out driving. There are currently 66 road closures and the water is continuing to rise.

Mrs. Darby thanked the community for coming together (for the prayer vigil) and being supportive. She also wished Mr. Coy Young a very happy birthday.

Mrs. Bratton reminded the public about graduations beginning May 10th and running through May 19th and a reminder of the clear bag policy.

18. ADJOURNMENT

Motion made by Mrs. Darby and seconded by Mrs. Maxwell, to adjourn the meeting at 6:15 P.M.

Approval of Agenda Minutes

Shelia Bratton, RCS BOE Chairman

Date

Dr. Kay Martin, RCS Deputy Director of Schools

Date

Rutherford County School Board Meetings and exact conversations are recorded and may be found at the following link: <https://www.youtube.com/playlist?list=PL7CB325821E536E8D>. Board Meeting minutes are provided as a supplement to the recording.

BID TAB - EAGLEVILLE ELEMENTARY CLASS RENOVATION - Bid #3748 - May 15, 2024

General Contractor	CanSon Construction Management, LLC
BASE BID	\$ 99,925.00

Recommend: Motion to approve to CanSon Construction Management, LLC for overall lowest and best bid.

To be funded from General Fund

BID TAB - RIVERDALE HIGH SCHOOL ADDITIONS & RENOVATIONS - Bid #3749 - May 15, 2024	
General Contractor	CanSon Construction Management, LLC
BASE BID	\$ 87,000.00
Alternate #1: Demolish PreFab	\$ 5,000.00

Recommend: Motion to approve to CanSon Construction Management, LLC for overall lowest and best bid.

To be funded CTE ISM Grant



May 1, 2024

Dr. Jimmy Sullivan, Director of Schools
Rutherford County Board of Education
2240 Southpark Boulevard
Murfreesboro, TN 37128

Dear Dr. Sullivan:

As per our lease agreement with the Rutherford County Board of Education executed in 2022 for the 35-acres behind the Smyrna Elementary School, I am providing written notice to you that the Town would like to renew the lease for an additional year, to end August 31, 2025.

Please contact me if anything additional is required.

Thank you for all your assistance.

Sincerely,

A handwritten signature in blue ink that reads "Michael A. Moss".

Michael A. Moss, Director
SMYRNA PARKS and RECREATION

SMYRNA ELEMENTARY SCHOOL LEASE AGREEMENT

FOR AND CONSIDERATION of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **PARTIES:** This Agreement is by and between the Rutherford County Board of Education (Board) and the Town of Smyrna (Town).
- 2) **PREMISES:** The Board has and does hereby lease unto Town the premises more particularly described in Exhibit A attached hereto. This property being a part of what is presently known as the Smyrna Elementary School site located at 1001 Sam Davis Road, Smyrna, Rutherford County, Tennessee.
- 3) **TERM:** The term of this Lease Agreement shall be for one (1) year beginning September 1, 2022 and ending August 31, 2023. Town shall have the option to renew this Lease for two (2) additional one (1) year terms by giving notice to the Board in writing on or before July 1, 2023 and/or July 1, 2024.
- 4) **RENT:** Town agrees to pay Board rent in the amount ONE Dollar (\$1.00) for the term of the lease or any subsequent term.
- 5) **USE:** The parties hereby agree that the leased premises will be utilized by Town for recreational purposes only. Town shall submit to the Board's Assistant Superintendent for Engineering and Construction for approval all intended modifications and/or improvements to the premises.
- 6) **NUISANCE, WASTE, ETC.:** Town hereby agrees that the premises will be used and occupied in a careful, safe and proper manner. The property shall not be used in any manner or for the purpose creating, maintaining or carrying out any nuisance, unlawful trade or custom; likewise Town shall not permit waste to occur to the premises.
- 7) **SUBLETTING:** Town shall not assign this Lease Agreement to any other person or party. Additionally, Town shall not sublease the premises to any other person or party.
- 8) **DELIVERY OF PREMISES UPON TERMINATION OF LEASE:** Town hereby agrees that upon the expiration of this Lease or any extension thereof, it will return the premises to the Board in good order and condition, and to repair or correct all damages to the premises.
- 9) **DEFAULT:** Upon Town's failure to abide by any term and condition of this Lease Agreement, it shall be deemed to be in default. Upon default by Town, Board shall promptly give notice to correct any such default within thirty (30) days of the notice.

Upon Town's failure to correct any such default within thirty (30) days, Board shall have the right to re-enter the premises and make any and all repairs, corrections or improvements to the property that may be necessary. Town shall be responsible to Board for any and all damages to the property resulting from its use of the premises.


- 10) COMPLIANCE WITH ALL LAWS AND REGULATIONS: Town hereby agrees to strictly comply with any and all Federal, State and Local laws, statutes, regulations and policies related to its use of the leased premises. Town shall not use, emit, dispose of, treat, store, discharge, transport or place any toxic, dangerous or any environmentally hazardous substance, chemical, waste, material or product. Town shall indemnify and hold harmless Board against and from any and all claims liabilities, expenses and losses incurred by Board as a result of any environmental clean-up costs, fines or other losses liened against the property or the Board caused by Town's use/possession of the property.
- 11) RIGHT OF ENTRY: Board may enter upon the premises at any time to view and inspect same. The Town of Smyrna and its invitees and guests shall be permitted to use the existing Smyrna Elementary School roadways for access to the premises.
- 12) DAMAGES, ACCIDENTS, ETC.: Town agrees to indemnify and hold Board harmless against all claims, costs, damages, accidents injuries to persons or property related to its use of the premises or the intentional or negligent acts of it officials, employees, agents, guests, or other users. During the terms of this lease Town shall maintain insurance coverage either through an entity authorized to do business in the State of Tennessee or through a self-insured plan in the amount of at least \$1,000,000.00
- 13) UTILITIES: Town shall be responsible for the installation, supply and any other cost related to the provision of any utilities to the leased premises.
- 14) OTHER PROVISIONS: A building/barn currently is located on the premises. If agreeable to Board and Town, the Town requests right to continue to utilize barn and surrounding area for equipment and material storage.

This the 9th day of August, 2022.

Rutherford County Board of Education

By: 
Title: Director of Schools

Town of Smyrna

By: 
Title: Mayor



LEASE PROPERTY

JONES MILK

CERTIFICATE OF INSURANCE

PRODUCER:	<i>Date: 6/28/2023</i>
CCMSI 565 Marriott Drive, Suite 800 Nashville, TN. 37214	<i>This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreements below.</i>
INSURED:	
Town of Smyrna 315 South Lowry Street Smyrna, TN. 37167	COVERAGE PROVIDED BY: Coverage Provider A: Princeton Excess Coverage Provider B: Coverage Provider C:

This is to certify that coverages listed below have been issued to the member named above for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded the the agreements described herein is subject to all the terms, exclusions, and conditions of such agreements.

PROVIDER	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	General Liability Excess Policy	64-A3-EX-0000031-16	7/1/2023	7/1/2024	\$5,000,000 per occurrence \$5,000,000 aggregate

DESCRIPTION OF OPERATIONS/SPECIAL ITEMS:

Use of school property in Smyrna TN. & use of gyms for recreation programs.

CERTIFICATE HOLDER	CANCELLATION:
Rutherford County Board of Education 502 Memorial Blvd. Murfreesboro, TN. 37130	Should any of the above, described agreements be cancelled before the expiration date thereof, the issuing provider will endeavor to mail 30 days written notice to the certificate holder/additional insured to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the provider, its agents or representatives.
AUTHORIZED REPRESENTATIVE:	
<i>Janet Cook</i>	

MEMORANDUM

DATE: May 9, 2024
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for distributing edibles to other students.

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.



Samsara Inc
 1 De Haro Street
 San Francisco, CA 94107
 www.samsara.com

QUOTE #Q-1136316

Issued 03-11-2024

Expires 04-15-2024

Prepared For:
 Rutherford County Schools
 2240 Southpark Dr
 Murfreesboro, Tennessee
 37128

Quote Summary

Subtotal

Hardware and Accessories	\$0.00
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Licenses
 License Term – 60
 Months

Third Party Services- Alpha	\$43,750.00
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Third Party Services Credit- Alpha	(\$43,750.00)
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Shipping and Handling	\$1,272.00
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Upfront Hardware Sales Tax	\$0.00
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Annual License Sales Tax	\$5,651.10
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First Year Payment	\$64,883.10
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Payments Beginning Year Two	\$63,611.10
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If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
 If Sales tax is "Pending" – Final amount will be provided prior to payment
 *3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
 *Sales tax subject to change



Samsara Inc
 1 De Haro Street
 San Francisco, CA 94107
 www.samsara.com

SHIP TO Wanda Barnett
2240 Southpark Dr
Murfreesboro, Tennessee, 37128-5507
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	350	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	350	\$0.00	\$0.00
Enhanced VG Series direct-wire non-diagnostic power cable CBL-VG-CPC	350	\$0.00	\$0.00
VG54 Aux Cable CBL-VG-CAUX	350	\$0.00	\$0.00
Hardware Due			\$0.00

Bundles	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	350	\$165.60	\$57,960.00
Annual License Due			\$57,960.00



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually and, if applicable, a one-time Hardware cost to be paid upfront (Net-30). The annual fees are payable by recurring transfer. All transfers are subject to a 3% processing fee, unless the transfer is done via ACH (credit or debit), check, or wire, in which case the 3% processing fee will be waived. Late payments are subject to 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service



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San Francisco, CA 94107
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agreement shall govern (the "Terms of Service"). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

To the extent this Order Form includes any description of third-party products and/or services not directly provided by Samsara, the applicable third-party provider or subcontractor will be solely and exclusively responsible for the provision of such products and/or services, and Customer may not withhold payment to Samsara due to such third-party products and/or services not withstanding any acceptance or delivery requirements or delays with respect thereto



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Notification of Confidentiality

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein. Please confirm acceptance of this Order Form by signing below:

Signature: _____
Print Name: _____
Date: _____
Title: _____

**RUTHERFORD COUNTY BOARD OF EDUCATION BUS TRANSPORTATION
SERVICES CONTRACT SERVICES CONTRACT
SUMMER CAMP**

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 29th day June 2023.

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 liability claims to third parties caused by uninsured 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 at the completion of Summer Camp. 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 Summer Camp session routes, priority lists will be randomly drawn. 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 four hundred and fifty dollars (\$450) 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 Summer Camp program 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 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.

GROUNDS 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.

Signature

4/29/2024

Memo

TO
Trey Lee

FROM
Brian Lewis

CC
Sumatra Drayton;
Tyra Pilgrim; Kelly
Chastain

RE
HHS STEM/CTE
Greenhouse

COMMENTS:

Rutherford County Schools Career & Technical Education Department is proposing the construction of 1- 30'x60' quonset-style educational greenhouse for the Holloway High CTE program. The CTE Department will be paying for the site preparation, erection of a new greenhouse, and installation of necessary utilities using the Tennessee Innovative School Models grant. We would like to purchase the greenhouse and release a RFP to hire a contractor to do the site work and installation of utilities, once the greenhouse has been constructed. You will find an Application for Campus Construction, proposed locations, as well as stock photos of what we would like to construct for the students. Please let me know what additional details are needed to begin this process.

Thank you,

Brian Lewis
CTE Supervisor

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

Holloway High School

2. Principal

Sumatra Drayton

3. Project Name

Holloway Greenhouse

4. Assistant Principal who is overseeing the project

Brian Lewis, RCS CTE Supervisor

5. Does project support recreational sports, athletics or education?

Education- STEM/Plant Science

6. Does this project meet all gender equity criteria?

Yes

7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)

CTE

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.

\$300,000.00

9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources.

CTE- Innovative Schools Model Grant

10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? Do construction plans meet criteria for funding?

Yes, this project, and funding have already been approved by the TDOE and is listed in e-Plan

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?

See attached. This proposed area is based on conversations with Trey Lee concerning utility access

13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements?

Unknown, pending RCS Engineering review.

14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required?

Pending approval by the Board

15. Are plans drawn and stamped by Architect/ Engineer?

Pending approval

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)

Pending approval

17. What is your timeline for completion of project? When will it start and when will it be completed?

Begin project- ASAP.

Complete project by Spring 2025

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.

All cost covered by ISM grant/CTE Department

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?

Contractor based on winning bid.

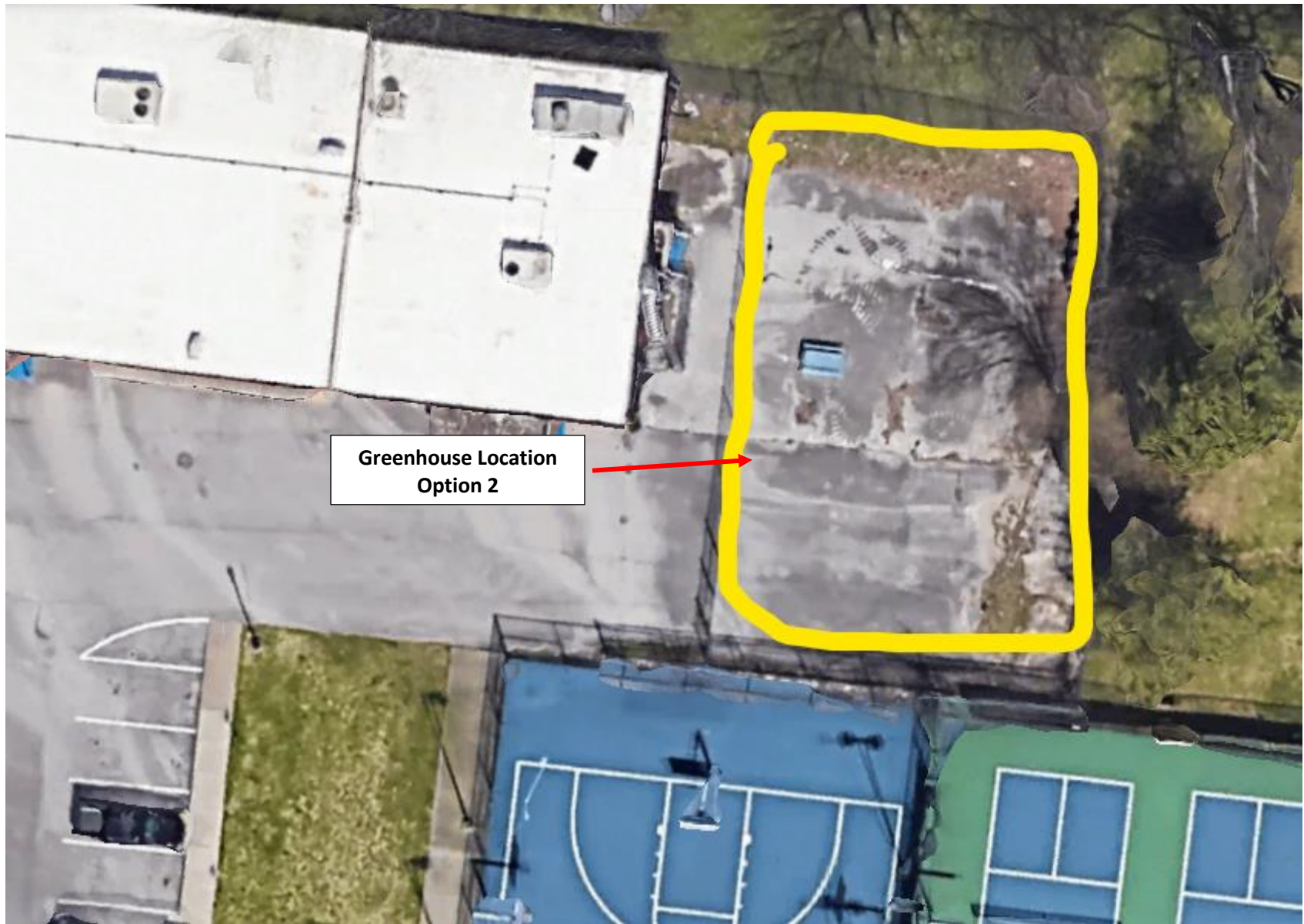
RCS Engineering will oversee the project.

Estimated Budget

Item	Estimated Cost
Site Prep	35,000.00
Permitting, Electrical, Plumbing	\$57,500.00
Purchase and Installation of New Greenhouse	\$200,000.00
Chain Link Fence around Greenhouse	\$7,500.00
Total	\$300,000.00

Proposed Site Locations





Greenhouse Location
Option 2



**Greenhouse Location
Option 3**

Layers

Illustration of Proposed Greenhouse



4/30/2024

Memo

TO

Trey Lee

FROM

Brian Lewis

CC

Justin Smith,
Tyra Pilgrim, Kelly
Chastain

RE

HHS STEM/CTE
Greenhouse

COMMENTS:

Rutherford County Schools Career & Technical Education Department is proposing the renovation of Room B-04 (Culinary Bistro) into the BHS Culinary Arts Bakery and Pastry Lab as part of the Blackman High CTE Culinary Arts program. The RCS CTE Department will be paying for the demolition, and installation of commercial kitchen flooring, a new access from the bakery into culinary classroom B-02, electrical drops, necessary plumbing and electrical fixtures in the culinary arts classrooms B-01 and B-03, and bakery equipments and appliances, as well as any necessary permits, plans, or fees. This project will be funded through the Tennessee Innovative School Models grant.

Attached, you will find an Application for Campus Construction, as well as a sketch of what work is proposed for the bakery/pastry lab. I would be glad to discuss additional details of this project at your convenience. Please let me know what additional details are needed from the CTE Department to begin this process.

Thank you



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

Blackman High School

2. Principal

Justin Smith

3. Project Name

BHS Bakery and Classroom Renovation

4. Assistant Principal who is overseeing the project

Brian Lewis, RCS CTE Supervisor

5. Does project support recreational sports, athletics or education?

Education- CTE Culinary Arts

6. Does this project meet all gender equity criteria?

Yes

7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)

CTE

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.

\$200,000.00

9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources.

CTE- Innovative Schools Model Grant

10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? Do construction plans meet criteria for funding?

Yes, this project, and funding have already been approved by the TDOE and is listed in e-Plan

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?

See attached. The current bistro room will be built out as part of the culinary arts kitchen, equipped with butcher block top tables for pastry preparation.

13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements?

Unknown, pending RCS Engineering review.

14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required?

Pending approval by the Board

15. Are plans drawn and stamped by Architect/ Engineer?

Pending approval from Engineering / Construction and school board

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)

Pending approval from school board

17. What is your timeline for completion of project? When will it start and when will it be completed?

Begin project- ASAP.

Complete project by Spring 2025

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.

All cost covered by ISM grant/CTE Department

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?

Contractor based on winning bid.

RCS Engineering will oversee the project.

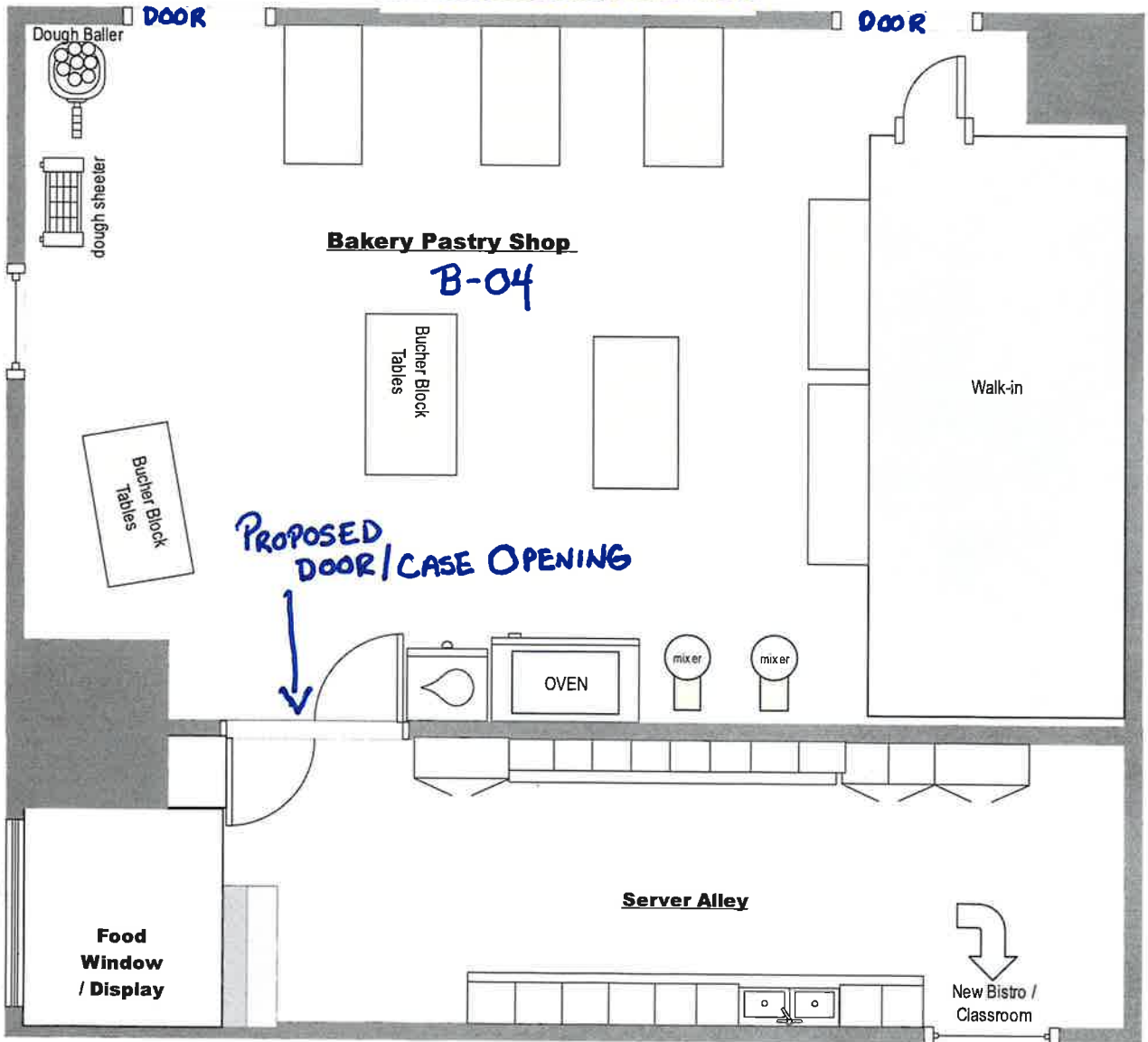
Estimated Budget

Item	Estimated Cost
Demo. of casework, flooring, painting, reflooring	\$55,000.00
Ceiling tile replacement for bakery	\$6,000.00
Electricity drops in bakery and classrooms	\$12,000.00
New door and case opening (bakery to storage area)	\$5,000.00
Three compartment sinks/plumbing in culinary classrooms and bakery	\$25,000.00
Furniture, fixtures, equipment	\$70,000.00
Permits, plans, inspections	\$17,000.00
Total	\$190,000.00

KITCHEN
(EXISTING)

HALLWAY

Remove the pulldown window
install on server alley food window.



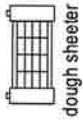
DOOR

DOOR

Bakery Pastry Shop

B-04

Dough Baller

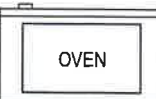


Butcher Block
Tables

Butcher Block
Tables

Walk-in

PROPOSED
DOOR / CASE OPENING



OVEN

mixer

mixer

Reidown-window
moved here

Food
Window
/ Display

Server Alley

New Bistro /
Classroom

4/26/2024

Memo

TO
Trey Lee

FROM
Brian Lewis

CC
Tamera Blair; Tyra
Pilgrim; Kelly
Chastain

RE
RHS Horticulture
Greenhouse

COMMENTS:

Rutherford County Schools Career & Technical Education Department is proposing the construction of 1 -30'x96' educational greenhouse for the Riverdale High CTE Agriculture program. The CTE Department will be paying for the demolition of existing greenhouses, erection of a new greenhouse, and installation of necessary utilities using the Tennessee Innovative School Models grant. We would like to purchase the greenhouse and release a RFP to hire a contractor to do the demolition of existing facilities, and the installation of utilities, once the greenhouse has been constructed. You will find an Application for Campus Construction attached. Please let me know what additional details are needed to begin this process.

Thank you,
Brian Lewis
CTE Supervisor

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

Riverdale High School

2. Principal

Tamera Blair

3. Project Name

Riverdale Horticulture Greenhouse

4. Assistant Principal who is overseeing the project

Brian Lewis, RCS CTE Supervisor

5. Does project support recreational sports, athletics or education?

Education- Horticulture Science program (Agriculture)

6. Does this project meet all gender equity criteria?

Yes

7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)

CTE

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.

\$325,000.00

9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources.

CTE- Innovative Schools Model Grant

10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? Do construction plans meet criteria for funding?

Yes, this project, and funding have already been approved by the TDOE and is listed in e-Plan

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?

See attached.

13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements?

Unknown, pending RCS Engineering review.

14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required?

Existing utilities are already on the site.

15. Are plans drawn and stamped by Architect/ Engineer?

Pending approval

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)

Pending approval

17. What is your timeline for completion of project? When will it start and when will it be completed?

Begin project- ASAP.

Complete project by Dec. 2024

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.

All cost covered by ISM grant/CTE Department

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?

Contractor based on winning bid.

RCS Engineering will oversee the project.

Estimated Budget

Item	Estimated Cost
Removal of existing structures/Site Prep	\$35,000.00
Permitting, Electrical, Plumbing	\$25,000.00
Purchase and Installation of New Greenhouse	\$265,000.00
Total	\$325,000.00



Riverdale High School Pool

Riverdale HS JROTC BN
Temporarily closed

Rutherford County
Census Office

These 3 greenhouses would be demolished, site leveled and utilities stubbed for new greenhouse.

Riverdale High School baseball field

Riverdale High School



Riverdale HS JROTC BN
Temporarily closed

Riverdale High
School Pool

Rutherford County
Census Office

Riverdale High
School baseball field

Riverdale High School

Construction of a new
30'x96' greenhouse in this
approximate location.
Existing water and electric
service would be used.

5/2/2024

Memo

TO
Trey Lee

FROM
Brian Lewis

CC
Tamera Blair; Tyra
Pilgrim; Kelly
Chastain

RE
RHS Large Animal
Science Facility

COMMENTS:

Rutherford County Schools Career & Technical Education Department is proposing the construction of 1 - 40'x60' wood frame metal barn for the Riverdale High CTE Agriculture program. The CTE Department will be paying for the barn package, as well as the necessary utilities of electricity and water, using the Tennessee Innovative School Models grant. We would like to purchase and install the barn, then release a RFP to hire a contractor to do the installation of utilities. You will find an Application for Campus Construction attached. Please let me know what additional details are needed to begin this process.

Thank you,

Brian Lewis
CTE Supervisor

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

Riverdale High School

2. Principal

Tamera Blair

3. Project Name

Riverdale High School Large Animal Science Facility

4. Assistant Principal who is overseeing the project

Brian Lewis, RCS CTE Supervisor

5. Does project support recreational sports, athletics or education?

Education- CTE/Animal Science

6. Does this project meet all gender equity criteria?

Yes

7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)

CTE

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.

\$125,000

9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources.

CTE- Innovative Schools Model Grant

10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? Do construction plans meet criteria for funding?

Yes, this project, and funding have already been approved by the TDOE and is listed in e-Plan

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?

See attached.

13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements?

Unknown, pending RCS Engineering review.

14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required?

Pending approval by the Board. Utilities are already present on the site at the other barn.

15. Are plans drawn and stamped by Architect/ Engineer?

Pending approval

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)

Pending approval

17. What is your timeline for completion of project? When will it start and when will it be completed?

Begin project- ASAP.

Complete project by Spring 2025

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.

All cost covered by ISM grant/CTE Department

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?

Contractor based on winning bid.

RCS Engineering will oversee the project.

Estimated Budget

Item	Estimated Cost
Site Prep	\$10,000.00
Permitting, Electrical, Plumbing	\$40,000.00
Purchase and Installation of Building Package	\$75,000.00
Total	\$125,000.00

Riverdale High CTE Large Animal Science Facility



Proposed Riverdale CTE Large Animal Science Barn









Rockvale Middle School

**Principal
Dr. Kelly Newberry**

6543 Highway 99
Rockvale, TN 37153



Home of the Ravens

**Assistant Principals
Mr. Leighton Butler
Mr. Todd Lark
Dr. Carol Parker**

Phone (615) 904-6745
Fax (615) 904-6746

May 7, 2024

To Whom It May Concern,

Rockvale Middle would like to install irrigation to an area of our facilities where both our football team practices and our students use as recess. We lost our football practice field when the football stadium was built. The area we were left with is rocky, uneven, and is hard to grow grass. Irrigation is the first step in making sure we have a safe area for our students to practice and play. If approved, this will be funded through our football and athletics department. Please let me know if you need further information.

Thanks,


Kelly S. Newberry
Principal
Rockvale Middle School
newberryk@rcschools.net

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
Rockvale Middle School
2. Principal
Dr. Kelly Newberry
3. Project Name
Irrigation to Recess Area / Football Practice Field.
4. Assistant Principal who is overseeing the project
Principal - Dr. Kelly Newberry
5. Does project support recreational sports, athletics or education?
Recreational & Football
6. Does this project meet all gender equity criteria?
Yes
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)
Recess Area & Football
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.
\$9,070.50
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. Campus Improvement Yes - Funds Available
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? N/A
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?
Yes - Drawing Attached
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? No/No (that we know of)
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? No (not sure if applicable)
15. Are plans drawn and stamped by Architect/ Engineer? NO

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? *AS soon as approved by engineering & construction & board approved. Job to take (5) days or less.*
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 RCBOE.
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? *4 SEASON Lawn Service, Murfreesboro, TN.*

H.S.
Softball



Controller
Installed
on
Scoreboard

Shed

Irrigation Installed
Zone 1

Irrigation Installed
Zone 2

Irrigation Installed
Zone 3

Football Practice
Field
(Middle School)

Middle School ↑

Side walk

Side walk

Mram 0115

4 SEASON LAWN SERVICE



Review your proposal

Review each line item. Then just click the accept button to confirm and set up service.

Review the proposal below. Uncheck any services that you do not want.

4 SEASON LAWN SERVICE

Murfreesboro, TN

Torey Patterson- Rockvale Middle School
6543 State Hwy 99,
Rockvale, TN 37153

Hi Torey,

Please review the proposal below and uncheck any services that you do not want.

Estimate Description	Quantity	Rate	Amount
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<input checked="" type="checkbox"/> Irrigation Installation: - 3 2" zones - We will try to tie into the 3" mainline outside of the fence of softball. If this isn't feasible we can always tie into the softballs mainline.	3	1717.00	5151.00
<input checked="" type="checkbox"/> Mainline Installation: - 300' of mainline	300	4.00	1200.00
<input checked="" type="checkbox"/> Controller Installation: - 6 zone Hydrawise controller - Wireless rain sensor	1	667.50	667.50
<input checked="" type="checkbox"/> Labor: - for mainline connection	36	57.00	2052.00

Subtotal	\$9,070.50
Discounts	\$0.00
Sales Tax	\$0.00
Total	\$9,070.50

Estimate Total \$9,070.50

Please contact (615)830-8360 if you have any questions. We cannot wait to service you!

Thank you,
4 Season Lawn Service

Please review the estimate agreement details.

All Landscaping Services will be completed by 4 Season Lawn Service, LLC for Torey Patterson , at 6543 State Hwy 99,. Hereinafter will be referred to as the "Work Site".

SCOPE OF WORK. 4 Season Lawn Service, LLC shall provide all labor and materials to do the above-described Landscaping Services at the Work Site.

PAYMENT: On job's over \$10,000 a 50% deposit fee shall be made to 4 Season Lawn Service upon approval of the job. Once the job is completed, Patterson Patterson will pay the remaining amount and or any extra material/labor amount that was used.

MATERIAL AND PERMIT FEE: The materials used in this job remain 4 Season Lawn Service LLC Property until the invoice is paid in full. 4 Season Lawn Service LLC has the right to remove all materials from the property if the invoice is not paid in full by the due date stated on the final invoice. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 1% per month. If the client fails to pay for the services when due, 4 Season Lawn Service LLC has the option to treat such failure to pay as a material breach of this contract and may cancel this contract and or seek legal remedies.

EXTRA COSTS: This estimate is for completing the job described above. It is solely based on our evaluation and does not include material price increases or additional labor and or materials that may be needed should unforeseen problems or adverse weather following the start of the job.

INSURANCE: 4 Season Lawn Service, LLC shall maintain general liability, workers' compensation, and all permits needed for the work described above.

ACCESS: The client will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. 4 Season Lawn Service LLC will make reasonable efforts to protect driveways, shrubs, and other vegetation.

TERM: This Contract will be terminated after the job is completed and the items have been paid for.

DEFAULT: If the client does not adhere to the terms and conditions of the contract, the company has the right to pursue its claim. In the event, this contract must be placed for collections the customer listed above agrees to pay all collection costs, attorneys' fees, court costs, and any other expenses involved in the collection of this contract.

ENTIRE AGREEMENT: This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties. By Approving the estimate you agreed to all terms listed above.

If you would like to approve the estimate, please sign at the bottom of the estimate and print your name. Once you do both, an accept proposal button will appear to the right of your signature.

Thank you for your business!

515 Urlacher Dr
Murfreesboro, TN 37129

615-830-8360 4seasonlawnservicellc@gmail.com

Based on your selections your Subtotal is: 9070.50

Click here to sign estimate

Thank you for using our online account management solution! If you have any questions or concerns you may contact us by email by [clicking here](#)

About your proposal:
615-830-8360