

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

APRIL 18, 2024
5:30 P.M.

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

Work Session: Led by Riverdale Student Body President, Carly Skrivanek

Board Meeting: Led by C.J. Johnson

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: April 4, 2024, Board Meeting Minutes

Minutes: March 18, 2024, Policy Meeting Minutes

B. Bids:

Bid #3743-HVAC Renovations (Smyrna High and LaVergne High)

C. Nepotism: Hannah Kirby (Bonds) – Teacher – Christiana Middle School

D. Community Use of Facilities

FACILITIES USE

4/18/2024

Fees

Barfield Elementary

The Peach Truck, peach stand, sports field,
5/29/24 – 8/28/24, \$18 per hour

Siegel High

Debbie's School of Dance, recital, classroom
& auditorium, 6/20/24 – 6/22/24, \$600

Smyrna High

The Golden Franchise, basketball practice,
gym, 3/26/24 – 8/1/24, \$18 per hour

Note: Facility use prior to 4/18/24 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
Charles Huggins	\$1,500.00	Oakland Middle	School Funds - Baseball	Assistant Baseball Coach
Brandon Bassham	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Alan Pepper	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Darren Shanks	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Marcus Bryson*1	\$200.00	Rockvale Middle	School Funds - Girls Basketball	Basketball Camp Instructor (June 10-12, 2024)
Donovon Grimsley	\$750.00	Rocky Fork Middle	School Funds - Track	Assistant Track Coach
Delaney Spintzyk	\$500.00	Smyrna Middle	School Funds - Competition Cheerleading	Assistant Competition Cheer Coach
Name-Non-Faculty	NTE Amt.	School	Funded By	Description
August Bartsch	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Grayson Gibson	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Brandon Graham	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games

Ali Grace Jackson	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Addison Jones	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Jackson Lush	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Reagan McGinnis	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Dhruv Patel	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Brian Pleitez	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Samuel Roberts	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Aiden Sinclair	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Thomas Solomon	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Juan Urdaneta	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Tate Vinson	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Aubrey Williams	\$800.00	Eagleville	School Funds - Jr Pro Soccer	Officiating at Jr Pro Soccer games
Koltt Bassham	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Alexandria Bolden	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker

Cate Darnell	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Hayden Edmondson	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Ali Grace Jackson	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Cason Lamb	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Jenson Linton	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Ryley McClaran	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Eliza McClaran	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Shelbie Mooneyham	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Jackson Nichols	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Mason Nichols	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Isabella Sawyer	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker

Bayli Sutter	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Kylie Vaughn	\$800.00	Eagleville	School Funds - Girls + Boys Basketball	Summer Basketball Camp worker
Dorian Berry	\$2,083.34	Rockvale Middle	School Funds - Baseball	Assistant Baseball 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

Recommended Motion – to approve the consent agenda as presented.

6. PUBLIC COMMENT*

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

7. RUTHERFORD PROUD

JROTC Distinguished Leader Graduates, introductions by Lt. Colonel Russ Rector.

Blackman High School-Cadence Shofner, Paige Turner, Jackson Sohar, and Odair Villalobos
 Oakland High School-Maria Hernandez and Katelyn Wence
 Rockvale High School-Abigail Willis and Asher Seiling
 Siegel High School-Iriana Tatum and Alyissa Ashby
 Stewarts Creek High School-Morgan Sheldon

8. GUEST SPEAKERS

Austin and Claire Maxwell to introduce and award the Mitchell Maxwell Expanded Scholarship 2023/2024 Recipients:

Blackman High: Ian Carrethers
 Central Magnet: Jaclyn Owens
 Eagleville School: Cora Alvarez
 Holloway High: Samara L. Brady
 LaVergne High: Jamelia Stovall
 Oakland High: Grant Stevenson
 Riverdale High: Abilgail McDowell

Rockvale High: Jazion Terrell
Siegel High: Gabriel Hamrick
Smyrna High: Thomas Jones
Stewarts Creek High: Moises Suarez Arevalo

9. INSTRUCTION (TAB 2)

- I. Work Session: Charter School Review Committee Findings and Recommendations
- II. Health and Opioid Prevention and Education (HOPE) Curriculum

The curriculum and instruction department is requesting the use of a supplemental opioid prevention curriculum to be used to support our Tennessee Academic Standards. The Health and Opioid Prevention (HOPE) curriculum has been vetted by our department and has been deemed to be a developmentally and age-appropriate curriculum that includes instruction on the dangers of prescription opioid abuse and addiction to other drugs.

Recommended Motion - to approve use of HOPE curriculum in 4 elementary schools (Grade 5), 4 middle schools, and all comprehensive high schools.

10. LEGAL (TAB 3)

Policy Adoption - First Reading of Two Readings

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

Policy Changes

- a. Policy 1.404 – Appeals to and Appearances Before the Board
Adds language that speakers addressing the Board must be on items on the agenda.
- b. Policy 1.901 – Charter School Applications
Changes date of recommendation and appointment of review team from December to January.
- c. Policy 3.202 – Emergency Preparedness Plan
Adds trainings for substitute teachers.
- d. Policy 4.406 – Use of Internet
Adds language for additional prohibited and illegal activities for employees and students.
- e. Policy 5.106 – Application and Employment
Removes pre-employment physical examination requirement.
- f. Policy 5.303 – Personal and Professional Leave
Updates language for personal leave for certified employees.

- g.** Policy 5.308 – Sabbatical Leave
Updates language for sabbatical leave for certified and classified employees.
- h.** Policy 6.3041 – Title IX and Sexual Harassment
Changes timeline for notice of before beginning investigation and changes timeline for completion of investigations.
- i.** Policy 6.402 – Physical Examinations and Immunizations
Adds physical examination requirement for clubs that involve physical exertion or athletic activity.
- j.** Policy 6.413 – Prevention and Treatment of Sports Related Concussions
Adds clarifying language for removal from athletics due to a concussion.

New Policies

- k.** Policy 2.9002 – Site Selection and Acquisition
Policy for school site selection and acquisition.
- l.** 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

Recommended Approval - motion to adopt the above policies on the first of two readings as presented.

11. HUMAN RESOURCES (TAB 4)

I. Climate Survey of Resilient Schools Grant

Recommended Motion – to approve the MOU between the Tennessee Department of Education and Rutherford County Schools to administer the Tennessee School Climate Survey as presented.

II. 2023 - 2024 Tenure Recommendation

The following teacher(s) meet the criteria for tenure in accordance with the tenure law:

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

Elementary Schools:		
Dana Adkins	4th Grade Teacher	Barfield Elementary
Tara Klarer	Spectrum Teacher	Barfield Elementary
Ashley Sanders	5th Grade Teacher	Barfield Elementary
Michele Aprea*	Interventionist	Buchanan Elementary
Sharron Hawks	3rd Grade ELA Teacher	Buchanan Elementary
Sarah Cannington	4th Grade Teacher	Blackman Elementary
Brittany Fankhauser	3rd Grade Teacher	Blackman Elementary
Christa Gordon	Interventionist	Blackman Elementary
Sonja Green	1st Grade Teacher	Blackman Elementary
Anna Harris	ESL Teacher	Blackman Elementary
Jordan Pitts	1st Grade Teacher	Blackman Elementary
Jennifer Dowell	3rd Grade Teacher	Brown's Chapel Elementary
Jaclyn Ellis	ESL Teacher	Brown's Chapel Elementary
Ryleigh Harbin	2nd Grade Teacher	Brown's Chapel Elementary
Darci King	4th Grade Teacher	Brown's Chapel Elementary
Kristen Myers	Kindergarten Teacher	Brown's Chapel Elementary
Julie Wilson	ESL Teacher	Brown's Chapel Elementary
Katherine Beavers	Kindergarten Teacher	Cedar Grove Elementary
Stephanie Belcher	4th Grade Teacher	Cedar Grove Elementary
Karen Hayes	ESL Teacher	Cedar Grove Elementary

Lauren Johnston	1st Grade Teacher	Cedar Grove Elementary
Jessica Koehler	Kindergarten Teacher	Cedar Grove Elementary
Hanna McBroom	3rd Grade Teacher	Cedar Grove Elementary
Nicole Petersen	Special Education CDC Teacher	Cedar Grove Elementary
Alyssa Pitts	Library Media Specialist	Cedar Grove Elementary
Leah Sanchez	Title I Behavior Interventionist	Cedar Grove Elementary
Angela Barnes*	Assistant Principal	Christiana Elementary
Sara Cragg	5th Grade Teacher	Christiana Elementary
Mackenzie Borton	Kindergarten Teacher	Christiana Elementary
Rachel Henderson	1st Grade Teacher	Christiana Elementary
Samantha Lehew	2nd Grade Teacher	Christiana Elementary
Caroline Parker	2nd Grade Teacher	Christiana Elementary
Malorie Prince	1st Grade Teacher	Christiana Elementary
Alexis Saylor	2nd Grade Teacher	Christiana Elementary
Jennifer Thompson	School Counselor	Christiana Elementary
Jennifer Cummins	Kindergarten Teacher	David Youree Elementary
Jodi Del Cid	ESL Teacher	David Youree Elementary
Leticia Downing	School Counselor	David Youree Elementary
Amber Givens	Kindergarten Teacher	David Youree Elementary
Chelsea Hearing	Interventionist	David Youree Elementary

Jessica Ping	Kindergarten Teacher	David Youree Elementary
Karessa Cunningham	4th Grade Teacher	John Colemon Elementary
Myra Elliott	Title I Instructional Coach	John Colemon Elementary
Kayla Millians	Kindergarten Teacher	John Colemon Elementary
Robert Rickert	Academic Interventionist	John Colemon Elementary
Keara Thiele	2nd Grade Teacher	John Colemon Elementary
Alexandria Wilson	Instructional Coach	John Colemon Elementary
Bethany Croslin	2nd Grade Teacher	Kittrell Elementary
Nicole Jordan	Kindergarten Teacher	Lascassas Elementary
Scarlett Mitchell	4th Grade Teacher	Lascassas Elementary
Amy Young	3rd Grade Teacher	Lascassas Elementary
Brian Carlson	Special education Teacher	La Vergne Lake Elementary
Kyna Mayes	Special Education Teacher	La Vergne Lake Elementary
Amee Mirskov	ESL Teacher	La Vergne Lake Elementary
Melissa Natter	Special Education CDC Teacher	La Vergne Lake Elementary
Ophelia Rodriguez	3rd Grade Teacher	La Vergne Lake Elementary
Emily Thompson	2nd Grade Teacher	McFadden School of Excellence
Lisa Bussell	1st Grade Teacher	Plainview Elementary
Katelyn Hand	2nd Grade Teacher	Plainview Elementary
Meghan Hill	2nd Grade Teacher	Plainview Elementary

Elizabeth Lyons	School Counselor	Plainview Elementary
Lori Taylor	1st Grade Teacher	Plainview Elementary
Emily Dailey	1st Grade Teacher	Rockvale Elementary
Amy Dewey	Kindergarten Teacher	Rockvale Elementary
Stephanie Kubeck	Special Education Teacher	Rockvale Elementary
Suzanne Payne	Music Teacher	Rockvale Elementary
McKenzie Rockwell	4th Grade Teacher	Rockvale Elementary
Hannah Vanzandt	Music Teacher	Rockvale Elementary
Emily Africano*	Kindergarten Teacher	Rocky Fork Elementary
Nathaniel Loveday	Physical Education Teacher	Rocky Fork Elementary
Nicole Nightingale	ESL Teacher	Rocky Fork Elementary
Tracy Porter	ESL Teacher	Rocky Fork Elementary
Andrea Spicer	4th Grade Teacher	Rocky Fork Elementary
Tina Yandall	ESL Teacher	Rocky Fork Elementary
Tina Brown	1ST Grade Teacher	Rock Springs Elementary
Jessica Kleeman	Pre-K Teacher	Rock Springs Elementary
Lisa Morgan	5th Grade Teacher	Rock Springs Elementary
Kelli Reagan	3rd Grade Teacher	Rock Springs Elementary
Melissa Ruckart	2nd Grade Teacher	Rock Springs Elementary
Hannah Thompson	School Counselor	Rock Springs Elementary

Kelly Wooters	4th Grade Teacher	Rock Springs Elementary
Amy Fahey	Kindergarten Teacher	Roy Waldron Elementary
Wendy Holt	1st Grade Teacher	Roy Waldron Elementary
Ashley Lavoie	Kindergarten Teacher	Roy Waldron Elementary
Deborah McClendon	Library Media Specialist	Roy Waldron Elementary
Sandra Sanabria	2nd Grade Teacher	Roy Waldron Elementary
Andrea Stafford	3rd Grade Teacher	Roy Waldron Elementary
DeJuana Wilbourn	2nd Grade Teacher	Roy Waldron Elementary
Steven Wright*	Assistant Principal	Roy Waldron Elementary
Jessica Aumack-Qadir	ESL Teacher	Smyrna Elementary
Raven Fiquett	3rd Grade Teacher	Smyrna Elementary
Sydney Holder	2nd Grade Teacher	Smyrna Elementary
Andrea Lovvorn	1st Grade Teacher	Smyrna Elementary
Ola Studdard	ESL Teacher	Smyrna Elementary
Gwendolyn Walker	RTI Interventionist	Smyrna Elementary
Michelle Walker	Special Education Teacher	Smyrna Elementary
Heather Blackburn	Music Teacher	Smyrna Primary
Jessica Farris	3rd Grade Teacher	Smyrna Primary
Laura Listovitch	5th Grade Teacher	Smyrna Primary
Alexandria Fifer	4th Grade Teacher	Stewarts Creek Elementary
Chad Hannah	3rd Grade Teacher	Stewarts Creek Elementary

Miranda Hickerson	Physical Education Teacher	Stewarts Creek Elementary
Andrea Smith	1st Grade Teacher	Stewarts Creek Elementary
Laura Thomas	Kindergarten Teacher	Stewarts Creek Elementary
Kara Beveridge	Special Education Teacher	Stewartsboro Elementary
Brittany May	Behavior Intervention Teacher	Stewartsboro Elementary
Chelsea McInturff	4th Grade Teacher	Stewartsboro Elementary
Courtney Miller	ESL Teacher	Stewartsboro Elementary
Kathryn Neal	Kindergarten Teacher	Stewartsboro Elementary
Ashlen Powles	Special Education Interventionist	Stewartsboro Elementary
Tammy Wheeler	Pre-K Teacher	Stewartsboro Elementary
Stefanie Edgell	1st Grade Teacher	Walter Hill Elementary
Amy Grisham	5th Grade Teacher	Walter Hill Elementary
Kaitlyn Leahew	2nd Grade Teacher	Walter Hill Elementary
Katherine Morrison	PreK CDC Teacher	Walter Hill Elementary
Emily Nichols	3rd Grade Teacher	Walter Hill Elementary
Michelle Kingston	Kindergarten Teacher	Wilson Elementary
David Tollett	Physical Education Teacher	Wilson Elementary
<i>Middle Schools:</i>		
Quentin D. Mastin	7 th Grade Social Studies Teacher	Blackman Middle School
Jennifer Marie Polston	6 th Grade ELA Teacher	Blackman Middle School
Kristin Marie Poplar	Special Education Teacher	Blackman Middle School

Christy Lynn Rivenbark*	6 th Grade Teacher	Blackman Middle School
Wintress Latrece Bennett	Special Education Teacher	Christiana Middle School
Inez M. Giannola	7 th Grade Math Teacher	Christiana Middle School
Sean Austin Kirkpatrick	7 th & 8 th Grade Social Studies Teacher	Christiana Middle School
Alexandra Meagen Koszalka	Gifted Teacher	Christiana Middle School
Rachel Sapp Lee	School Counselor	Christiana Middle School
Stephen Bradley Peden	Physical Education Teacher	Christiana Middle School
Samantha A. Reves	8 th Grade Math Teacher	Christiana Middle School
Edward Price Stallard	STEM Teacher	Christiana Middle School
Marci A. Turner	Assistant Principal	Christiana Middle School
Daniel Thomas Hawthorne	History Teacher	Daniel-McKee Alternative
Jeanette Elizabeth Kenyon	Librarian/Media Specialist	Daniel-McKee Alternative
Ryan Jeffrey Glidden	7 th Grade Social Studies Teacher	LaVergne Middle School
Colleen Michelle Jablonski	6 th Grade Social Studies Teacher	LaVergne Middle School
Melanie Joy Coleman	8 th Grade Math Teacher	Oakland Middle School
Katie Dillehay Creasy	Math Interventionist	Oakland Middle School
Teresa Jan Dougan	6 th Grade Social Studies Teacher	Oakland Middle School
Angela Renee Hughes	Assistant Principal	Oakland Middle School
Laura Lynne Swan	8 th Grade Math Teacher	Oakland Middle School
Brittany Michelle Wilson	Special Education Teacher	Oakland Middle School

Aaron Joshua Bronstein	School Counselor	Rock Springs Middle
Rachel Ann Dufault	Spectrum Teacher	Rock Springs Middle
Jaysen Narvel Gold	6 th Grade ELA Teacher	Rock Springs Middle
Sarah Suzanne Chambers	Drama/Theater Teacher	Rockvale Middle
Kyle Thomas Greene	Computer Literacy Teacher	Rockvale Middle
Rebecca Lynn Woods	6 th Grade Science Teacher	Rockvale Middle
Emily Kathryn Bird	8 th Grade Math Teacher	Rocky Fork Middle
Reginald Raulins Coleman	Band Teacher	Rocky Fork Middle
Sharon R. Cooley	6 th Grade Social Studies Teacher	Rocky Fork Middle
Charlotte Joann Chambers	7 th Grade Science Teacher	Siegel Middle
Camille Martinique Hester	8 th Grade Math Teacher	Siegel Middle
Howon Lee	ESL Teacher	Siegel Middle
Julie Mache Melton	7 th Grade Science Teacher	Siegel Middle
Sweety J. Anand	ESL Teacher	Smyrna Middle
Joseph Matthew Brewer	Assistant Principal	Smyrna Middle
Caylie Rebecca Craig	7 th & 8 th Grade Science Teacher	Smyrna Middle
Jennifer Danley Ibrahim	6 th Grade Science & Math Teacher	Smyrna Middle
Alyssa Mae Porschakin	6 th Grade ELA Teacher	Smyrna Middle
Emily Hall Swafford	Band Teacher	Smyrna Middle
Candace D'Shawn Taylor	English Teacher	Smyrna West Alternative
Heather Dawn Wilson	Math Teacher	Smyrna West Alternative
Kristin Mullins Burford	7 th Grade ELA Teacher	Stewarts Creek Middle
Robin Wiglesworth Glascock	8 th Grade ELA Teacher	Stewarts Creek Middle
Brittany Nicole Belch Jerrell	Band Teacher	Stewarts Creek Middle

Jeffrey E. Priest	Exploratory Teacher	Stewarts Creek Middle
Makenzie Lauren Prince	Physical Education Teacher	Stewarts Creek Middle
Brent M. Shelton	7th Grade Science Teacher	Stewarts Creek Middle
Hanna Mari Spence	Special Education Teacher	Stewarts Creek Middle
Brenda Michelle Duke	Band Teacher	Thurman Francis Arts
Brooke Campbell Feris	2 nd Grade Teacher	Thurman Francis Arts
Mark J. Gonyea	Principal	Thurman Francis Arts
Emily Grace Gill	School Counselor	Thurman Francis Arts
Heather Marie Calvert	Math Interventionist	Whitworth-Buchanan Middle
Joshua Caleb Picklesimer	7 th Grade Social Studies Teacher	Whitworth-Buchanan Middle
<i>High Schools:</i>		
Gregory D. Boyce	Chemistry Teacher	Blackman HS
Janet Holly. Cunningham	English Teacher	Blackman HS
Susan Lynn Drescher*	Math Teacher	Blackman HS
Andrew Nolan Feyka	English Teacher	Blackman HS
Robert N. Fortel	CTE - Computer Repair Teacher	Blackman HS
Bradley J. Frasier	Personal Finance Teacher	Blackman HS
LaTonya Maggaleane Jones	Health Science Teacher	Blackman HS
Leslie D. Mertz	CTE - Teach as a Profession Teacher	Blackman HS
Stephen D. Parkhurst	CTE - Criminal Justice Teacher	Blackman HS
Brandi Lee. Parsell	Math Teacher	Blackman HS
Marilyn Elizabeth Roberts	CTE - Marketing Teacher	Blackman HS

Amanda Spence Schneider	School Counselor	Blackman HS
Melinda Ann Fleischer	Math Instruction Specialist	CO – Curriculum & Instruction
Kristian Marie Danko	ESL Specialist	CO - ESL Department
Jody Myers Moore	ESL Title III Facilitator	CO - ESL Department
Ashley H. Toombs*	ESL Data Specialist	CO - ESL Department
Ashley Watts Carlson	Speech Language Pathologist	CO - SPED Department
Madison Elizabeth Clark	Speech Language Pathologist	CO - SPED Department
Tracy Hulse Harris	Speech Language Pathologist	CO - SPED Department
Kerri Handley Harrison	School Psychologist	CO - SPED Department
Kathy A Lindlau*	Compliance Liaison	CO - SPED Department
Lucy Estes Long	Speech Language Pathologist	CO - SPED Department
Jevetta Latrice Mitchell*	Speech Language Pathologist	CO - SPED Department
Rachael Noel Wrye	School Psychologist	CO - SPED Department
Courtney Linea Brown	Gifted Supervisor	CO – SPED Department
Jacob Anthony Harper	History Teacher	Central Magnet School
Laura Lynn Roland	English Teacher	Central Magnet School
Mahsa Marjorie P. Way-Kiani	Music & String Teacher	Central Magnet School
John D. McClaran	Physical Education Teacher	Eagleville School
Jill Greenfield Ethridge	Math Teacher	Holloway HS
Sher Macha Hernandez	Graduation Coach	Holloway HS
Haydee De La Martinez	Spanish Teacher	Holloway HS
Pamela M. Hammond	Math Teacher	LaVergne HS

Andrea Elaine Morris	History Teacher	LaVergne HS
Brooke Nicholson Quadrini	Biology Teacher	LaVergne HS
Rebecca G. Benson*	Special Education Teacher	Oakland HS
Bridget Anne Carlson	English Teacher	Oakland HS
Zoe Isabel Gillespie	Math Teacher	Oakland HS
Carol Elizabeth Keener	Instructional Coach	Oakland HS
Caitlin Faulk Laliberte	CTE - Agriculture Teacher	Oakland HS
Samantha Leigh Morton	Spanish Teacher	Oakland HS
Tiffany Lee Smith	CTE - Health Science Teacher	Oakland HS
Lesley Faye Sweeton	English Teacher	Oakland HS
Eric Juston Vetetoe	Personal Finance Teacher	Oakland HS
Sara Elizabeth Young	Physical Science Teacher	Oakland HS
Susan Louise Campbell	Math Teacher	Riverdale HS
LeBrian McGill	Business/Sociology Teacher	Riverdale HS
Ashley Danielle Coutta	CTE - Agriculture Teacher	Riverdale HS
Candice Marie Walls	ESL Teacher	Riverdale HS
Tia Marie Arceneaux*	English Teacher	Rockvale HS
Ashley Leann Elliott	CTE – Agriculture Teacher	Rockvale HS
David Vefingo Matikke II	Wellness/Physical Ed. Teacher	Rockvale HS
James Joseph Nelson	Drivers Education Teacher	Rockvale HS
Cody Jacob Patterson	English Teacher	Rockvale HS
Gregory E. Rains	Special Education Teacher	Rockvale HS
Kirstie Jones Boutwell	CTE - Health Science Teacher	Siegel HS
April Patrice Brown	Special Education Teacher	Siegel HS
Emily Staats Gulledge	CTE - Business Teacher	Siegel HS
Gregory Scott Myers	CTE - Aviation Teacher	Siegel HS
Paul T. Roland	Physics Teacher	Siegel HS
Ann Smythe Winn*	Gifted Teacher	Siegel HS

Jennifer L. Brittain	CTE - Criminal Justice Teacher	Smyrna HS
Christina Neramith Fongnaly	ESL Teacher	Smyrna HS
Caroline Renee Huff*	CTE - Business Teacher	Smyrna HS
Raymond Anthony Minardi	French Teacher	Smyrna HS
Ann Britton Norton	CTE - Fashion Design Teacher	Smyrna HS
Deborah Nichole Bellenfant	English Teacher	Stewarts Creek HS
Casey Ray Lawrence	Assistant Principal	Stewarts Creek HS
William Tucker Webb	Art Teacher	Stewarts Creek HS
Christina L Williams	CTE - Auto/Collision Teacher	Stewarts Creek HS

*Reinstating tenure

Recommended Motion – to approve the recommendation of the Director of Schools to award tenure to the teachers who meet the criteria for 2023-2024 as presented.

12. ENGINEERING AND CONSTRUCTION (TAB 5)

I. Batey Farm Property and the City of Murfreesboro Revised Transportation Plan:

RCS and the City of Murfreesboro currently have a development agreement for sewer service to property outside the city limits. This agreement has additional language not typically included in this type of agreement, they made very specific request for roadway improvements and other items. Staff has developed plans and has approval for the Rutherford County Engineering Department that we meet the agreement and the traffic impact study for short term development. There are several recommendations for now that the current development traffic requires and for the future as additional development takes place. Staff has met with the city, and they are wanting to amend the agreement. We will be providing information so the Board will understand what is taking place and staff can move the request forward to Health and Education, as we believe this is outside of our ability to negotiate.

City staff intends to brief our City Council at the April 11, 2024, workshop regarding this issue and have a proposal for engineering services to proceed with design improvements at the Blackman Rd., Burnt Knob Rd., and Manson Pike intersection.

II. Batey Property additional grading requirements: The Engineering and Construction department is requesting to increase the contract for Phase I for the grading portion of the project. There has been additional work required to obtain subgrade due to unforeseen

nonstructural materials and subsurface geographic features. The request is to increase the budget for Phase 1 by \$1,000,000.00. Phase 1 funds are included in the overall project budget and additional funds are not required.

Recommended Motion - to approve the increase for Phase 1 grading for \$1,000,000.00 as presented.

13. FINANCIAL MATTERS

- I. Presentations by Brian Runion, Chief Finance Officer
 - Initial Fund 143 presentation
 - Initial Fund 177 presentation
 - Initial Fund 141 presentation

Final approval of these Funds will be May 9, 2024.

- II. Board recognition of the Rockvale Baseball - Softball Rocket Boosters, Inc. as an RCS School Support Organization (SSO)

Per RCS Board Policy 2.404, only a group or organization that has entered into a written cooperative agreement with the board may use the name, mascot, or logo of a school or the school district to solicit or raise money, materials, property, securities, services, or other things of value. Rockvale High School has provided all information requested from the board's written cooperative agreement and can be recognized as an RCS SSO. It is noted that this SSO has NOT applied and to receive an IRS determination letter to be recognized as a 501(c)3 non-profit entity that is in compliant with the BOE written cooperative agreement. The IRS letter allows the SSO to open and operate out of a checking account that is separate from Rockvale High School student activity funds. Until the determination letter is applied for and received, the booster club will utilize the Rockvale High student activity funds for all its financial activities and be subject to the BOE financial policies and procedures.

Recommended Motion -to approve Rockvale Baseball - Softball Rocket Boosters Boosters Inc. as an RCS School Support Organization (SSO)

14. TRANSPORTATION (TAB 6)

- 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. Due to the increased number of bus routes needed to transport students in our growing district, logistical challenges in filling all routes, and lack of funding for transportation in TISA, RCS is interested in establishing parent responsibility zone (PRZ) of 1 mile similar to other Tennessee districts. The Parent Responsibility Zone would not be used for Title I schools.

Title I Schools:

Cedar Grove Elementary
David Youree Elementary
John Colemon Elementary
Kittrell Elementary
LaVergne High
LaVergne Lake Elementary
LaVergne Middle
Roy Waldron School
Smyrna Elementary
Smyrna Middle
Smyrna Primary
Whitworth-Buchanan Middle

Recommended motion - to approve parent responsibility zone for transportation for the 24-25 SY as presented.

15. INSURANCE

16. FINANCIAL REPORT

17. DIRECTOR'S UPDATE

18. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

19. FEDERAL RELATIONS NETWORK (FRN) UPDATE

20. GENERAL DISCUSSION

21. ADJOURNMENT

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

MINUTES OF APRIL 4, 2024

Board Members Present

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

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Board Work Session: led by Mr. Butch Vaughn.

Board Meeting: led by the Future Farmers of America (FFA) students at Oakland High School.

Ms. Gina Stewart, Agricultural Teacher at OHS, spoke about the growing agricultural program at OHS and the success of all students. She stated that Oakland High School currently has 429 FFA members. She recognized the following students that excelled as state winners at the FFA State Convention over spring break: Lily Amstutz, Kyra Kleparek, Anna Grace Wells, Emma Goff, Julian Floyd, Madelyn Meadors, Abby DeBerry and Annabelle Alexis.

3. MOMENT OF SILENCE

A Moment of Silence was observed for Mr. Horrace Young, Mr. Coy Young's father, who passed away recently.

4. APPROVAL OF AGENDA

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

Vote: All yes
Motion passes.

5. RENEWAL-EXTENSION OF DIRECTOR'S CONTRACT (TAB 1)

Mrs. Bratton stated that on March 19th she announced that the Board would begin contract negotiations for a renewal extension of Dr. Sullivan's contract.

Mrs. Rosales made a motion and seconded by Mrs. Maxwell, to approve the contract as presented. Mrs. Bratton clarified Mrs. Rosales' motion and opened the floor for discussion.

Mrs. Darby asked about the (contract) timeframe of the previous Director of Schools. Mr. Young responded that an agreement was made for a 2-year contract extension.

Mrs. Darby asked why the previous Director of Schools was replaced. Mr. Reed responded that issues were raised by Board Members that emerged after contract renewal. It was then decided to amend the contract and terminate the contract a year early.

Mrs. Rosales called out Point of Order and Mrs. Bratton overruled.

Mrs. Darby indicated things change and there are no guarantees. A good contract is a give and take--a compromise. She said the Board was asked to submit changes they would like to see to in the contract and no changes were made. Mrs. Bratton stated that submitted changes made by board members were taken into consideration.

Mrs. Maxwell said that it matters whose name is on the contract. She is ready to reward him because of the great job he's done for our district and because it has Jimmy Sullivan's name on the contract and not someone else's. There are no guarantees, but Dr. Sullivan deserves the contract extension.

Ms. Sharp shared in her agreement with Mrs. Darby. She stated that we need to do our due diligence and we are setting a precedent of giving an extension on a contract before having the yearly performance review, which is not due until June.

Mr. Tidwell questioned the section in the contract (14. Termination, E.) titled Unilateral termination by the Board. He is not in agreement with the language of he/she receiving continuous pay upon termination and throughout the duration of the contract. He does not support the timing of this extension right before elections or the addition of the grievance language. He is requesting a 90-day (3 month) severance instead.

Mrs. Rosales discussed Dr. Sullivan's performance evaluation from last year. She made mention that he scored the highest in the administrative survey portion of the evaluation. She stated that all the principals in the audience were at the meeting to show their support to Dr. Sullivan and the extension of his contract. Mrs. Rosales read multiple excerpts from feedback Dr. Sullivan received from the administrative leadership staff.

Mr. Young added clarification that all is being asked to do is add two additional years to the contract; it does not change the original contract. He added that we are trying to recruit someone that will be with RCS long term and avoid turn over.

Mr. Tidwell made a motion and seconded by Ms. Sharp, to amend Unilateral Termination by the Board, change pay out to ninety days (90) days.

Roll Call Vote:

**Mr. Tidwell – Yes
Mrs. Darby – Yes
Mrs. Maxwell – No
Ms. Sharp – Yes
Mrs. Rosales – No
Mr. Young - No
Mrs. Bratton – No**

**Vote: Majority
Motion fails.**

Mrs. Rosales made a motion and seconded by Mrs. Maxwell, to approve the contract as presented.

Roll Call Vote:

**Mr. Young – Yes
Mr. Tidwell – No
Mrs. Darby – No
Mrs. Maxwell – Yes
Ms. Sharp – No
Mrs. Rosales – Yes
Mrs. Bratton – Yes**

**Vote: Majority
Motion passes.**

6. APPROVAL OF CONSENT AGENDA (TAB 2)

A. Minutes: March 20, 2024, Board Meeting Minutes

B. Bids:

Bid #3730 – Photography

Request to Purchase a Trailer

C. Nepotism:

Kimberly Malcolm - School Counselor – Whitworth-Buchanan Middle School

Madison Johnson – Teacher – Smyrna High School

Aaron Hutchinson – Teacher – Rockvale High School
Amy McCann – School Counselor – Lascassas Elementary School
Bryan Smotherman – Inclusion EA – Oakland Middle School

D. Community Use of Facilities

FACILITIES USE

April 4, 2024

Fees

Lascassas Elementary	Murfreesboro Baseball Association, practice, sports field, 3/18/24 – 5/28/24, \$18 per hour
LaVergne High	Ethiopian Community Association in Nashville, soccer, stadium/track, 4/21/24, \$100 per hour
Oakland High	MidTN Bball Showcase, basketball events, gym, 3/24/24 – 8/11/24, \$290 per day
Oakland High	Tennessee Titans, football camp, stadium/track, 6/20/24, \$115 per hour
Rockvale Elementary	Fourth Watch Church, service, cafeteria, 11/12/23 – 5/12/24, \$18 per hour, **retro review
Siegel Middle	Murfreesboro Little League – Diamondbacks, practice, softball field, 4/2/24 – 6/25/24, \$18 per hour
Smyrna Elementary	Stewarts Creek Youth Football and Cheer Association, basketball training, gym, 4/1/24 – 5/9/24, \$18 per hour
Smyrna High	Middle Tennessee Student Athlete (Flight), basketball practice, gym, 4/3/24 – 6/27/24, \$18 per hour
Stewartsboro Elementary	Smyrna Jr. Basketball League, practice, gym, 3/20/24 – 5/23/24, \$18 per hour

No Fees

Christiana Middle

Christiana Baseball & Softball Association, practice/games, softball field, 3/1/24 – 8/1/24, *no fees

Eagleville

Eagleville/Rockvale Ministeral Assoc., sunrise service, track, 3/31/24, *no fees, **retro review

Eagleville

Eagleville/Rockvale Ministeral Assoc., senior baccalaureate service, auditorium, 5/8/24, *no fees

Note: Facility use prior to 4/4/24 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
Barry Eddings	\$1,500.00	Blackman High	School Funds - Baseball	Assistant Baseball Coach
Gregory Jones	\$1,500.00	Blackman High	School Funds - Baseball	Assistant Baseball Coach
Nick Carozza	\$2,083.00	Blackman Middle	School Funds - Track	Assistant Track Coach
Orville McGee	\$800.00	Blackman Middle	School Funds - Track	Assistant Track Coach
Emily Marshall *1	\$200.00	Eagleville	School Funds - Athletics	Driving / Chaperoning Pep Bus
Jess Messick	\$3,450.00	Oakland High	Oakland High Baseball Boosters	Assistant Baseball Coach
Brandon Nolen	\$500.00	Oakland High	Oakland High Baseball Boosters	Assistant Baseball Coach
Derry Wells *6	\$1,500.00	Oakland High	School Funds - Girls Basketball	Bus Driver for Girls Basketball

Mitzi Wilson	\$500.00	Oakland High	School Funds - Basketball	District + Regional Basketball Tournament Director
Kevin Wright	\$1,500.00	Oakland High	Oakland High Baseball Boosters	Announcer for Baseball games
Mikel Newman	\$3,500.00	Rockvale Middle	School Funds - Girls Basketball	Basketball Camp Instructor (June 10-12, 2024)
Torey Patterson *5	\$200.00	Rockvale Middle	School Funds - Girls Basketball	Basketball Camp Instructor (June 10-12, 2024)
LaDarrius Verge *5	\$200.00	Rockvale Middle	School Funds - Girls Basketball	Basketball Camp Instructor (June 10-12, 2024)
Preston Scott	\$1,200.00	Rocky Fork Middle	Outside Group / Use of Facilities	Gym Supervision for Athens Volleyball
Shannon Cron	\$1,500.00	Stewarts Creek Middle	School Funds - General Fund, Clubs, + Sports	Operating / Managing Concession Inventory for General Fund, Clubs, + Sports
Allison Glapa	\$1,500.00	Stewarts Creek Middle	School Funds - General Fund, Clubs, + Sports	Operating / Managing Concession Inventory for General Fund, Clubs, + Sports
Andrew Frye	\$1,200.00	Thurman Francis	School Funds - Drama	Co-Director of Drama Performance
Dulcie Heim	\$1,200.00	Thurman Francis	School Funds - Drama	Co-Director of Drama Performance
Name-Non-Faculty	NTE Amt.	School	Funded By	Description
Lawrence Eke	\$1,500.00	Blackman High	School Funds - Baseball	Announcer for Baseball games
Camron Roberts	\$1,000.00	Blackman High	School Funds - Baseball	Assistant Baseball Coach
Jonathan Yancy	\$1,500.00	Blackman Middle	School Funds - Track	Assistant Track Coach

Colby Howland	\$3,450.00	Oakland High	Oakland High Baseball Boosters	Assistant Baseball Coach
Brandon Utley *7	\$2,800.00	Oakland High	Oakland High Baseball Boosters	JV Baseball Coach
Rakel Hankins	\$1,000.00	Rockvale High	School Funds - Volleyball	Assistant Volleyball Coach
Gerald Griffin	\$200.00	Rockvale Middle	School Funds - Girls Basketball	Basketball Camp Instructor (June 10-12, 2024)
Gerald Griffin	\$750.00	Rockvale Middle	School Funds - Track	Assistant Track Coach
Name-Classified	NTE Amt.	School	Funded By	Description
Michael Forrest	Hourly	Oakland Middle	Outside Group / Use of Facilities	Site supervision for Top Notch Basketball
Amanda Richardson	Hourly	Smyrna Elementary	Outside Group / Use of Facilities	Custodian for the Stewarts Creek Youth Football and Cheerleading Association

- 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.

NAME	SCHOOL	SPORT
Griffin, Gerald	Rockvale Middle	Girls Basketball

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

**Vote: All yes
Motion passes.**

7. PUBLIC COMMENT*

Kevin Lawhorn – No show

Robert Brooks – Parent of student in RCS and opposes the approval of policy 1.404- Appeals to and Appearances Before the Board.

Sara Schmidt – New resident in the city of LaVergne and expressed her concerns with the approval of the passing of policy 1.404- Appeals to and Appearances Before the Board.

**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.*

8. RUTHERFORD PROUD

Whitworth-Buchanan Middle School has been named a 2024 Blue Ribbon Schools of Excellence Lighthouse School. Principal April Sneed will provide a presentation explaining the award designation and process the school completed to earn this designation.

Principal April Sneed thanked all of her staff and explained the Blue Ribbon assessment process, which entails a comprehensive review of nine performance areas.

Assistant Principal Chris Butner and Ms. Laura Davis, Instructional Coach, elaborated in depth on the data gathered and feedback received to achieve the award.

Mr. Tidwell thanked Ms. Sneed for her leadership and praised her for setting the standard.

9. GUEST SPEAKERS

Board Work Session: Jeff McCann updated the Board on the Novus SMART Academy.

10. LEGAL (TAB 3)

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 possession of an infused gummy (edible).

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 Mr. Tidwell, to admit the admission of this Out of County Transfer Student as presented.

**Vote: All yes
Motion passes.**

II. Central Magnet HVAC Problems.

Central Magnet has experienced multiple problems with the HVAC renovations that have been done over the last several years. The system that was installed is not functioning as was requested. The cost to repair the system will be significant. There may be legal recourse against the engineer, contractor, and manufacturer who worked on this system.

Ms. Sharp asked if there is going to be a limit on how much attorney fees get spent on resolving this issue? Mr. Reed responded that until a suit is filed, it is undetermined. Once additional information has been determined, the Board can be briefed during an Executive Session. Mr. Reed can provide a summary in a few months.

Mr. Young inquired on an estimate to make the HVAC system operational. Mr. Lee indicated that they are continuously having problems with system. He said they are recommending adding a fresh air system, which will equate to 3-4 million, a supplement to what has already been installed.

Motion made by Mr. Tidwell and seconded by Mrs. Rosales, to authorize Board Attorney Jeff Reed to bring legal action against the companies involved with the HVAC system and to seek appropriate remedies.

**Vote: All yes
Motion passes.**

11. FINANCIAL MATTERS (TAB 4)

I. Wilson Bank and Trust Contractual Agreement

Wilson Bank and Trust contract is an agreement between Riverdale High School, RHS Quarterback Booster Club and Wilson Bank and Trust for a donation of \$150,000 distributed over a ten (10) year period.

Motion made by Mrs. Maxwell and seconded by Mr. Tidwell, to approve a contractual agreement of a donation from Wilson Bank and Trust to Riverdale High and RHS Quarterback Booster Club as presented.

**Vote: All yes
Motion passes.**

II. Certified and Classified 2.5% COLA salary schedule adjustment for 2024-2025 SY.

Prior to voting, Mrs. Bratton and Mr. Young both disclosed they have relatives that are employed by RCS, but are voting for what is best for the district as a whole.

Motion made by Mrs. Rosales and seconded by Mr. Tidwell, to approve the Certified and Classified 2.5% COLA salary schedule for 2024-2025 SY as presented.

Vote: All yes

Motion passes.

III. COSSBA convention runs around \$16,600. The Board did not attend COSSBA this 2023-2024 school year. Mrs. Darby would like to discuss the opportunities of attending a few programs in place of COSSBA.

A. Newcomers School - Charlotte, NC, 04/22-04/23
Price per person is approximately - \$650

B. Polaris Career Center - Middleburg Heights, OH, 05/14 - 05/15
Price per person is approximately - \$500

Mrs. Bratton suggested that a CTE and ESL Coordinator attend these trainings as these pertain to their jobs.

Mrs. Rosales stated that if Board members are interested in attending this type of convention, the Board members should pay for the trainings themselves.

Ms. Sharp stated that Dr. Sullivan should also attend the training and paying for a training is part of “continuing education”.

Motion made by Mrs. Darby and seconded by Ms. Sharp, to approve any combination of the above programs as presented, but not limited to approximate cost.

Roll Call Vote:

Mrs. Darby – Yes
Mrs. Maxwell – No
Ms. Sharp – Yes
Mrs. Rosales – No
Mr. Young – No
Mr. Tidwell – Yes
Mrs. Bratton – No

Vote: Majority

Motion Fails.

12. NAMING OF NEW SCHOOLS

New Name: Simon Springs Community School (formerly Roy Waldron Annex)

Mascot: Fox

Colors: Metallic Silver and Burnt Orange

Motion made by Ms. Sharp and seconded by Mrs. Maxwell, to approve the naming of the former Roy Waldron Annex to Simon Springs Community School, Fox mascot, and colors as presented.

Vote: All yes

Motion passes.

New Name: Westbrooks-Woods Academy (formerly Church St. Property)

Mascot: Admirals

Colors: M.T.S.U. Blue and White

Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve the naming of the former Church Street property to Westbrooks-Woods Academy, Admirals mascot, and colors as presented.

Vote: All yes

Motion passes.

New Name: Poplar Hill Elementary School (formerly Batey Property)

Mascot: Coyotes

Colors: Hunter Green RGB#1F4122, White, Metallic Gold accent color

Motion made by Mrs. Darby and seconded by Ms. Sharp, to approve the naming of the former Batey property to Poplar Hill Elementary School, Coyote mascot, and colors as presented.

Vote: All yes

Motion passes.

13. INSURANCE

Nothing new to report

14. FINANCIAL REPORT

Dr. Sullivan presented a detailed financial report at Tuesday's Board Work Session. He added that enough "stop the bleed kits" have been purchased to put one in each classroom by August.

15. DIRECTOR'S UPDATE

Dr. Sullivan reported:

We are working with Commissioner Craig Harris and the Opioid Abatement Board at exploring changing our current curriculum to the Health and Opioid Prevention and Education Curriculum (HOPE). Jenna Stitzel, Director of Coordinated School Health, presented the HOPE to the Opioid Abatement Board yesterday. Dr. Sullivan will have a full copy of the curriculum for the Board Meeting scheduled on April 18th.

We have had questions regarding reconsiderations on library materials, specifically Policy 4.043. Dr. Sullivan continues to have discussions on looking at different avenues when reviewing books.

16. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Rosales shared the exciting news that the safety training bill (HB 2464/SB 2652) for substitute teachers passed unanimously. Additionally, HB 1698 also passed, which deals with suspending a juvenile's driving privilege for one year when found to have made a threat to commit mass violence.

17. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Nothing new to report.

18. GENERAL DISCUSSION

Ms. Sharp added that bill HB 1698 also turns the offense into a felony now. The bill was written to have zero financial impact on parents, so with students not receiving their driver's licenses our hope is to deter students from making poor social media choices.

Ms. Sharp reminded everyone that Jazz Fest needs volunteers and donations. The event is being held on April 26th & 27th. You may sign up to volunteer or donate at borojazzfest.com.

Mr. Tidwell gave a shout out to Amazing Shake winner, Rocky Fork Elementary Student, Maria Alvarado. It is a global competition and she came in 46th place.

Mrs. Maxwell was excited to share that she is attending the Structured Prom tomorrow. The theme is Taylor Swift and it is being held at the Smyrna Town Center from 10:00 A.M-1 P.M.

Mr. Coy Young publicly apologized to Mrs. Sara Schmidt (Public Comment Speaker) for not returning her email. He will be reaching out to her.

Dr. Sullivan stated that "Every Kid is a Hero Day" is April 10th at Stewarts Creek High School. This date is moved to Friday, April 12th due to rain earlier this week.

Mrs. Darby wished Ms. Tammy Sharp a Happy Birthday today.

19. ADJOURNMENT

Motion made by Mrs. Darby and seconded by Mrs. Maxwell, to adjourn the meeting at 7:08 P.M.

Approval of Agenda Minutes

Shelia Bratton, RCS BOE Chairman

Date

Dr. James Sullivan, RCS Director of Schools

Date

Rutherford County Board of Education

2240 Southpark Drive
Murfreesboro, TN 37128

Policy Committee Meeting

March 18, 2024

Board Members Present

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

Committee Members Present

Dr. Kay Martin
Dr. Mark Gullion
Larry Creasy
Ellaina Taylor
Monica Carr
Jason Scales
Joe Hardman

Others Present

Monika Ridley
Jeff Reed
Stacy Wallace

The Board Chairman, Ms. Bratton, called the meeting to order at 5:00 p.m. All stood and recited the Pledge of Allegiance followed by a moment of silence. Ms. Bratton turned the meeting over to Ms. Ridley who moved for approval of the agenda, which was seconded by Dr. Sullivan. There were no speakers for public comment.

Policy Changes

The policy meeting began with a review of Policy 1.404 - Appeals to and Appearances Before the Board. Adds language that speakers addressing the Board must be on items on the agenda.

Discussion held:

Ms. Ridley read what Tennessee law states regarding speakers at a meeting. Ms. Bratton stated that she submitted the policy changes and that the law states speakers must address items that are on the agenda. She read a list of which districts have already added this to their policy.

Mr. Tidwell indicated he would not support the policy because he doesn't feel they should be restricting public comments and if someone wants to address the Board then they should be able to.

Ms. Maxwell indicated that city council has this policy, and it keeps things going so the meeting doesn't get derailed. If someone has something they want to discuss then they can bring it to the Board members to add to the agenda.

Ms. Darby mentioned that they don't have an issue with people coming to speak and this looks poorly for the District and the Board.

Ms. Sharp stated that we would be foolish to restrict someone that comes to speak to the Board.

Motion was made by Ms. Maxwell and seconded by Mr. Young, to approve Policy 1.404 as presented.

Vote: Yes – 12; No – 3

Roll Call

Joe Hardman	Yes	Katie Darby	No
Jason Scales	Yes	Frances Rosales	Yes
Monica Carr	Yes	Tammy Sharp	No
Ellaina Taylor	Yes	Coy Young	Yes
Larry Creasy	Yes	Claire Maxwell	Yes
Dr. Mark Gullion	Yes	Shelia Bratton	Yes
Dr. Kay Martin	Yes	Dr. James Sullivan	Yes
Caleb Tidwell	No		

The policy committee reviewed Policy 1.901 - Charter School Applications. Changes date of recommendation and appointment of review team.

Discussion held:

Dr. Sullivan mentioned that he requested the change to this policy. The language previously stated December to follow the way the law used to be but that has changed.

Motion was made by Mr. Tidwell and seconded by Ms. Maxwell to approve Policy 1.901 as presented.

Vote: Yes

The policy committee reviewed Policy 2.805 – Purchasing. Adds language regarding entering into agreements with real estate licensees.

Discussion held:

Dr. Sullivan mentioned this one was discussed at the retreat about adding language to it so he suggested to postpone this to the next meeting.

Motion was made by Ms. Darby and seconded by Mr. Tidwell, to postpone Policy 2.805 to the next meeting.

Vote: Postpone to next meeting.

The policy committee reviewed Policy 3.202 – Emergency Preparedness Plan. Adds training for substitute teachers.

Discussion held:

Dr. Sullivan informed the Board that there are two trainings they are working on, one is for all the substitutes and new substitutes and the second is a training for the current substitutes.

Motion was made by Ms. Rosales and seconded by Ms. Maxwell to approve Policy 3.202 as presented.

Vote: Yes

The policy committee reviewed Policy 4.403 – Library Material. Adds parents the ability to opt-in for a mature reading list for their student. Adds the option to have removed material be available to students who have parent permission.

Discussion held:

Ms. Ridley read what the changes would be. She indicated that the parent permission would be in Skyward and that parents could complete it during the enrollment and verification stages.

Ms. Rosales indicated that she proposed these changes due to if a book doesn't meet the requirement under the obscene law, that the parents should be able to determine if the book is acceptable for their child.

Ms. Darby asked why the parent would need to opt in for a book that is already available. Discussion was held on the specifics of when and why a parent would opt-in.

Mr. Tidwell mentioned that this is actually from Wilson County's policy, so he proceeded to explain how the process plays out. The only books this applies to are the books brought to the Committee, not the books that have been removed. When they are recommended, they take the books off the shelves and put them behind the counters, so they are not accessible. There is a list of the books and what the qualifiers are. To have access to the books then that is where this policy comes in. Mr. Tidwell suggested that if we do proceed with these policy changes that language should be added as to what constitutes a book getting on the mature reading list and there should also be a list of these books.

Dr. Sullivan mentioned that another change to this policy should be to page 3, between lines 16 and 17 to add the law referenced.

Motion was made by Ms. Sharp and seconded by Ms. Darby to postpone Policy 4.403 to review the Wilson County policy.

Vote: Postpone to next meeting.

The policy committee reviewed Policy 4.406 – Use of Internet. Adds language for additional prohibited and illegal activities for employees and students.

Discussion held:

Ms. Ridley mentioned that this was requested by our Technology Department to add language regarding bypassing or attempting to bypass any security mechanism or network filters, accessing, offensive messages or pictures and this would be for both staff and students. This would also fix the title of the

Chief Academic Officer and change vendor contracts to pre-kindergarten which currently starts with kindergarten.

Motion was made by Mr. Tidwell and seconded by Ms. Maxwell, to approve Policy 4.406 as presented.

Vote: Yes

The policy committee reviewed Policy 5.106 – Application and Employment. Removes pre-employment physical examination requirement.

Discussion held:

Ms. Ridley indicated that currently the district has a requirement that employees will present a certificate from a healthcare provider showing that they are in good health and don't have any contagious or communicable diseases. This is no longer required under the law; however, school districts can ask employees to show a certificate but it's not a requirement of pre-employment. This is a change that may help get more employees and speed up the process. Ms. Ridley also added under Employment that the district can ask for a certificate when so required by the Board.

Motion was made by Ms. Maxwell and seconded by Mr. Creasy, to approve Policy 5.106 as presented.

Vote: Yes

The policy committee reviewed Policy 5.303 – Personal and Professional Leave. Updates language for personal leave for certified employees.

Discussion held:

Ms. Ridley indicated that this comes from the MOU with REA and it changes that all certified personal shall be able to retain up to five personal days. Any personal leave days beyond the five shall be credited as sick leave. This aligns with the MOU and is allowed under state law.

Dr. Sullivan mentioned that all certified personnel get 2 personal days a year and if they do not use them, they can roll them over up to five.

Motion was made by Ms. Maxwell and seconded by Ms. Rosales, to approve Policy 5.303 as presented.

Vote: Yes

The policy committee reviewed Policy 5.308 – Sabbatical Leave. Updates language for sabbatical leave for certified employees.

Discussion held:

Ms. Ridley read what changes are proposed pursuant to the agreement with REA.

Dr. Sullivan questioned why classified employees were removed from this policy and Ms. Darby mentioned she spoke with Dr. Anthony today about this and Dr. Anthony indicated that classified was removed because the MOU only speaks to certified.

Motion was made by Ms. Darby and seconded by Mr. Tidwell, to approve proposed changes and add classified employees to the language.

Vote: Yes

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

Discussion held:

Ms. Ridley indicated that this was on our last policy agenda, and it was postponed to this one.

Ms. Lyons, Title IX Coordinator spoke to the committee about the Title IX process and how it works and why the changes are being requested.

Discussion was held regarding the time frame of 60 days or 90 days to complete investigations.

Motion was made by Ms. Rosales and seconded by Ms. Maxwell to add 90 days and approve Policy 6.3041 as presented.

Vote: Yes – 13; No – 2

Roll Call:

Joe Hardman	Yes	Katie Darby	No
Jason Scales	Yes	Frances Rosales	Yes
Monica Carr	Yes	Tammy Sharp	No
Ellaina Taylor	Yes	Coy Young	Yes
Larry Creasy	Yes	Claire Maxwell	Yes
Dr. Mark Gullion	Yes	Shelia Bratton	Yes
Dr. Kay Martin	Yes	Dr. James Sullivan	Yes
Caleb Tidwell	Yes		

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

Discussion held:

Ms. Ridley mentioned that this was a suggestion by the athletic department for any clubs/groups that involve physical activity.

Mr. Tidwell asked about some of the sports and if it would be a problem for some students that can't afford the physical, Dr. Sullivan responded that RCS offers free physicals.

Discussion was held regarding specifically listing band in the policy.

Motion was made by Mr. Creasy and seconded by Ms. Rosales, to add performance band and approve Policy 6.402 as presented.

Vote: Yes

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

Discussion held:

Ms. Ridley indicated that this was suggested by the athletic department adding clarifying language regarding removal from athletics due to a concussion and who can certify that the student can return.

Motion was made by Ms. Darby and seconded by Ms. Rosales, to approve Policy 6.413 as presented.

Vote: Yes

New Policies

The policy committee reviewed Policy 1.303 – Consultants. Policy for engagement of professional consultants.

Discussion Held:

Ms. Bratton asked for explanation of this policy.

Discussion was held as to why the policy was originally requested and whether or not it was still necessary.

Policy request was tabled.

The policy committee reviewed Policy 2.9002 – Site Selection and Acquisition. Policy for school site selection and acquisition.

Discussion Held:

Ms. Rosales indicated that she worked with Mr. Reed on this to put together a formality of land acquisitions and going through outside parties.

Discussion was held on how the owner of a property can designate a designee that is not a realtor or attorney.

Ms. Darby asked about section II. Compliance and if the Director's designee will present their findings to the Board and if the language "on whether or not to proceed" could be added to the end of the sentence under A. Dr. Sullivan agreed that it is to add clarity.

Ms. Darby motioned to add language that states “on whether or not to proceed” Mr. Tidwell seconded.

Vote: Yes

Motion was made by Ms. Rosales and seconded by Ms. Maxwell, to approve Policy 2.9002 as amended.

Vote: Yes

The policy committee reviewed Policy 3.2051 – School Resource Officers (SROs) Involvement and Curriculum Implementation. Policy for SROs involvement and curriculum implementation.

Discussion Held:

Dr. Sullivan spoke of how this put in policy what the expectations are and the job description for the SROs. Dr. Sullivan has concerns about putting something into policy regarding employees that are not RCS employees so he would like to add “If an SRO fails to comply or is unavailable per policy requirements, the Director will collaborate with the Sheriff to address the non-compliance issue with the SROs.”

Discussion was held regarding the curriculum and how many lessons they will be providing.

Ms. Darby stated she is not comfortable voting on this until she sees the curriculum.

Motion was made by Ms. Darby and seconded by Ms. Sharp, to postpone Policy 3.2051 to the next meeting.

Vote: Yes – 14; Abstain - 1

Roll Call:

Joe Hardman	Yes	Katie Darby	Yes
Jason Scales	Yes	Frances Rosales	Abstain
Monica Carr	Yes	Tammy Sharp	Yes
Ellaina Taylor	Yes	Coy Young	Yes
Larry Creasy	Yes	Claire Maxwell	Yes
Dr. Mark Gullion	Yes	Shelia Bratton	Yes
Dr. Kay Martin	Yes	Dr. James Sullivan	Yes
Caleb Tidwell	Yes		

The policy committee reviewed 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.

Discussion Held:

Ms. Rosales indicated that she worked with Shanna Groom and Patty Oeser on this policy to have uniformity across the district. This policy will allow nursing staff and SROs to have a dedicated time during safety days to speak.

Ms. Bratton asked Shanna Groom to speak.

Ms. Groom talked about the trainings that the staff currently have available including hands on training. This policy would give the nurses additional opportunities to provide the trainings to all staff.

Dr. Sullivan proposed adding “nurses” to page 2, line 7.

Motion was made by Dr. Sullivan and seconded by Mr. Creasy, to approve Policy 3.2052.

Vote: Yes

Motion to adjourn by Ms. Darby, seconded by Ms. Maxwell.

There being no further business, the meeting adjourned at approximately, 6:53 p.m.

Approval of Agenda Minutes

Shelia Bratton, RCBOE Chairman

Date

Dr. James Sullivan, RCS Director of Schools

Date

Bid #3743
HVAC Renovations
(Smyrna High and LaVergne High)

Bidders	HVAC Renovations - Smyrna High	HVAC Renovations - LaVergne High
Demand Mechanical	\$ 2,511,185.00	\$ 2,381,919.00

Mailed to 50 vendors
49 vendors did not respond

Recommend: Motion to award to Demand Mechanical for overall lowest and best bid.

To be funded through Capital Projects

Agenda:

- Purpose of review team
- What is a charter school
- Overview of applicant
- Overview of sections
- Committee scoring for each section
- Summary for each section
- Questions
- Board motion for Thursday-
- recommend to approve ReThink Charter application for Rutherford collegiate Prep or recommend to deny ReThink Forward charter application for Rutherford Collegiate Prep.





Purpose:

- Review all charter school applications submitted to Director of Schools during a calendar year.
- Task- review applications using scoring rubric provided by TDOE and provide a recommendation to the Rutherford County School Board within 90 days of receipt of application.

Personal Statement to members of committee:

What is a charter school?

- “Charter schools are public schools operated by independent, non-profit governing bodies. In Tennessee, public charter school students are measured against the same academic standards as students in other public schools.”
- “Local boards of education ensure that only those charter schools open and remain open that are meeting the needs of their students. Local boards do this through rigorous authorization processes, ongoing monitoring of the academic and financial performance of charter schools, and, when necessary, through the revocation or non-renewal of charters.”
- Charter agreements are for 10 years



Overview:

Information- ReThink Forward

- Proposed School Name:
Rutherford Collegiate Prep
- Sponsor: ReThink Forward
- Charter Management Organization:
Noble Education Initiative (PE)
- Proposed opening: Fall 2022
- Enrollment: 770 at capacity
- Location: North Rutherford County
- Zoning: All Rutherford County students

Sections

- Section 1:
 - Academic Plan Design and Capacity
 - 12 components
- Section 2:
 - Operations Plant and Capacity
 - 15 components
- Section 3:
 - 3 components
- Section 4:
 - 1 components “Past Performance”



Section 1: Academic Plan Design and Capacity

- 1.1-School Mission and Vision
- 1.2-Enrollment Summary
- 1.3-Academic Focus and Plan
- 1.4-Academic Performance Standards
- 1.5-Phase-in/turnaround(NA)
- 1.6-High School Graduation and Postsecondary readiness (NA)
- 1.7-Assessments
- 1.8-School Calendar and Schedule
- 1.9-Special Populations
- 1.10-School Culture and Discipline
- 1.11-Recruitment and Enrollment
- 1.12-Parent and Community Engagement and Support



Section 1 Academic Plan Design and Capacity (1.1 through 1.4)

Strengths:

- Mission, Vision, Goals aligned to RCS vocabulary (1.1)
- Core values aligned to academic, social, emotional (1.1)
- Projected enrollment mirrors RCS K-5 school (1.2)
- Use of instructional PLC model (1.3)
- Middle School CTE component (1.3)
- Hattie Research for academic design (1.3) RCS connection
- Use of iReady and state assessment accountability (1.4) + (1.7)

Concerns:

- As stated in requirements of section, "mission statement should indicate in measurable terms what the school intends to do, for whom, and to what degree." This requirement is not described to any degree in the mission statement. (1.1)
- Belief # 9- Concern about enrolling parents not just families. Is there a participation requirement for parents? This would not promote equity within our schools. (1.1)
- Enrollment decreases with each grade band on progression table. How is the school and why is the school actively announcing they are going to remove kids from previous grade bands? (1.2)



Section 1 Academic Plan Design and Capacity (1.1 through 1.4)

Strengths:

- Chronic absenteeism - yearly goal of double AMO
- Instructional minutes follow TDOE expectations

Concerns:

- Rationale for charter is based on “RCP would immediately differentiate itself from existing schools by simply being a charter”
- Application mentions serving at risk students as rationale for charter. However, charter specifically mentions targeting private school students.
- Academic Achievement scores listed as cause of need due to under-performance. Only one year of data was included and other indicators from TDOE were excluded, including growth.
- Rationale for need is stated as "RCP would immediately differentiate itself from existing schools by simply being a charter school and providing parents with an additional high-quality school option apart from their designated district schools."
- RCS is a high performing district with zero schools on a priority list.
- Growth data presented shows that all schools perform above a 3 meaning they exceed growth expectations either above or significantly above. Inaccurate enrollment summary (table 4)
- Conflicts of interest/treatment throughout application, governing board, TDOE.



Section 1 Academic Plan Design and Capacity (1.1 through 1.4)

■ Academic Plan Concerns: (1.3)

-Academic plan sites research from 2001

-Mention of "Guaranteed and Viable Curriculum" Guaranteed and viable curriculum and teaching guides not provided. Cannot analyze curriculum without documents.

-Instructional Focus Calendars mentioned that "would be developed throughout year". Curriculum should be developed backwards but contain responsiveness to student performance.

-Sample Unit maps not included as evidence, only mentioned

-"test specifications" mentioned as way to have an understanding of what students are expected to learn. Committee members have worked with TDOE on test specs and these are HIGHLY classified documents that teachers do not have access to. Serious questions about inclusion of this information considering TDOE employee is on board of the proposed charter school

-Science and **Social Studies** not mentioned for grades 6-8 in Academic plan

-Mobile classrooms to provide high quality access outside of physical classroom. Will not be permitted for distance learning in traditional schools per Commissioner Schwinn unless Governor extends emergency declaration.

-Reading curriculum is not state adopted or approved. Ready and iReady Reading curriculum are not full programs and thus did not submit a proposal for last textbook adoption cycle.

-Guided Reading is not focus of state programming. In fact, state moved away from this model in 2019 at direction of Commissioner Schwinn



Section 1 Academic Plan Design and Capacity

Strengths:

- Assessment calendar, cycle, framework (1.7) based on RCP *IFC (Instructional Focus Calendar)*
- School Calendar meets and exceeds requirements of TCA (1.8)
- Use of state RTI manual. SPED and ESL services provided (1.9). Service time by state policy
- Student handbook, school culture, safety protocols (1.10)
- Marketing plan, recruitment timeline (1.11), parenting engagement requirements (1.12)

Concerns:

- Rationale for charter is based on “RCP would immediately differentiate itself from existing schools by simply being a charter”
- Application mentions serving at risk students as rationale for charter. However, charter specifically mentions targeting private school students.
- Academic Achievement scores listed as cause of need due to under-performance. Only one year of data was included and other indicators from TDOE were excluded, including growth.
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- Conflicts of interest/treatment throughout application, governing board, TDOE.



SECTION 1:

1.5 PHASE-IN/TURNAROUND (NA)

1.6: HIGH SCHOOL GRADUATION AND POST-SECONDARY READINESS (NA)



Section 1: 1.7 to 1.12

Strengths:

- Assessment calendar, cycle, framework (1.7) based on RCP *IFC (Instructional Focus Calendar)*
- identification of data processes for review of student performance
- School Calendar meets and exceeds requirements of TCA (1.8).
- Use of state RTI manual, Child Find, SPED and ESL services provided (1.9). Service time by state policy
- knowledge based on assessments to identify and support special population identification (1.9)
- Student handbook, school culture, grading policies, safety protocols (1.10)
- Marketing plan, recruitment timeline (1.11), parenting engagement requirements (1.12)

Concerns:

- Rationale for charter is based on “RCP would immediately differentiate itself from existing schools by simply being a charter”
- Application mentions serving at risk students as rationale for charter. However, charter specifically mentions targeting private school students.
- Academic Achievement scores listed as cause of need due to under-performance. Only one year of data was included and other indicators from TDOE were excluded, including growth.
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- Conflicts of interest/treatment throughout application, governing board, TDOE.



Section 1: 1.7 to 1.12

Strengths:

- Intervention periods specifically mentioned in all schedules (1.8)
- Tutoring opportunities for students not meeting academic progress (1.8)
- Extended school day and instructional minutes provide structure for positive student academic outcomes (1.9)

Concerns:

- Lack of knowledge/specifics around EL staffing (1.9)
- Psychologist not mentioned in staffing but mentioned in formal evaluation (1.9)
- Extra curricular activities mentioned that "staff members set price and receive a portion of the money from fees paid" Serious equity concerns and lack of required financial parameters. (1.10)
- Concerns about universal code of appearance-must use predetermined vendor for purchases (1.10)
- Field trips - can't attend if outstanding financial obligation (1.10)
- Lost textbook w/o payment precludes student from having free textbooks in future (1.10)
- Discipline system/code of conduct refers law enforcement regularly (1.10)
- Discipline appeal falls to LEA for governance (1.10)
- Family/Student agreement does not promote equity or equality (1.10)
- Letters of support are not from parents, teachers, or community members. (1.12)
- No local letters of support as required per application (1.12)



SECTION 1: ACADEMIC PLAN DESIGN AND CAPACITY: SUMMARY

Does not meet standards



Section 2: Operations Plan and Capacity

- 2.1-Governance
- 2.2-Start-up Plan
- 2.3-Facilities
- 2.4-Personnel/Human Capital
- 2.5-Professional Development
- 2.6-Insurance
- 2.7-Transportation
- 2.8-Food Service
- 2.9-Additional Operations
- 2.10-Charter Management Organization
- 2.11-Waivers



Section 2: Operations Plan and Capacity (2.1)

Strengths:

- Pre-set board with some experience: university president, lawyer/lobbyist, educator/administrator, and director on the State Board of Education (could be a conflict of interest issue), Annual metrics report card with data-published and usage of TEAM evaluation model (2.1)
- Publication of metrics on performance (2.1)

Concerns:

- Major concerns with the appearance of a tightly coupled/inappropriate relationship between RTF, NEI, and Charter Schools USA. These organizations appear to be blatantly connected and driven by profit for parent organization(s) (2.1)
- The curriculum, PD model and delivery, for instance, all appear to be part of the same, positive feedback loop that encourages student achievement only as a by-product for their profits. - Vague roles and responsibilities for beginning of school/start of school - unrealistic expectations of individuals (2.1)
- Diversity component missing (part of school/district eplan) - Only one board member with knowledge of charter school operations (2.1)
- Lack of transparency and accountability to Rutherford County taxpayers as elected county commission does not approve an annual charter school expenditure budget despite charter school receiving local taxes from the county (2.1)



Section 2: Operations Plan and Capacity (2.2)

Strengths:

- Detailed startup timeline
- Flexibility in timeline to 23-24 if needed

Concerns:

- Page 1 of 3 of pre-opening budget: Charter school utilizes a line of credit as the sole source of startup funds for the school's first year of existence. The loan is for \$300,000 at 8% interest and has a proposed term of three years. If the State approves this application the school will begin with zero cash on hand for operations that is not borrowed funds. The concept of a public school (including a charter school) issuing multiyear debt for annual operating expense such as payroll and employee benefits appears to violate Article 2, Section 24 of the Tennessee State Constitution.
- Cash flow analysis- Cash flow analysis-insolvent on 1st day of classroom-only have part of 1st day's funds to survive. They are asking for funds from us up front. \$597 per month budgeted per employee for insurance--this is an impoverished budget



Section 2: Operations Plan and Capacity (2.3)

Strengths:

- The anticipated plan outlines a workable facility for all students. Recognizing that additional time may be needed for the build-out is important
- Collaborative learning as the inspiration for the proposed layout. - Includes science lab and gymnasium/auditorium.
- Plan with ADA accommodations for building that will be leased.

Concerns:

- See financial concerns
- Building plan does not seem realistic (three-story building with open atrium, etc)...has a third-party developer been identified? - Section (h) refers to “potential sites” in northwest RC, but does not list them as requested. - Concerns about the impact of “flexible partition walls” on student learning (sound proof?)...the example photograph on p. 132 doesn't appear to depict the type of classroom RCP is proposing.
- Building design and students with sensory concerns.
- No building/architect drawing to review.



Section 2: Operations Plan and Capacity (2.5)

Strengths:

- List of employees included
- Interview/hiring policy
- School leader selection process
- Mentor program defined
- Recruitment

Concerns:

- No teacher contract and first 90 days are in intro period (at-will) and teacher can resign or ReThink can terminate without cause or notice. This could skew the teacher and employee retention numbers. Concern employees ethnic backgrounds may not mirror the students they serve-no set strategy to handle DEI goals.
- Lack of adequate support staff
- Projected student population denotes need for more special education, **ESL**, etc positions than budgeted.
- Pay scale lack of step increases for teachers



Section 2: Operations Plan and Capacity (2.6)

Strengths:

- Appropriate PD selections
- Calendar includes expanded PD for educators as part of academic calendar
- Intensive 15-day training before school starts for all teachers and staff. - PLC model (2 hr per week?) - PD plan for all personnel, including detailed SEL module.

Concerns:

- Incredibly concerned about the quality, relevance, and coherence of the professional development that will be offered to these teachers - Appears that RTF will exclusively lean on NEI to prepare and deliver their PD regardless of local need. (note to connection to other entities)
- Summer PD (15 or 10 days) extensive without time for absorption or practice.



Section 2: Operations Plan and Capacity (2.7)

Strengths:

- Minimum coverage requirements met in Appendix J.

Concerns:

- As the application notes that the health insurance will be offered from a third party, need to verify that the insurance coverage for the certified staff is comparable to the State Health Plans. This planned pay level is basically entry level teacher pay with very low employer health contributions.



Section 2: Operations Plan and Capacity (2.8)

Strengths:

- Transportation services provided to some extent.

Concerns:

- Could be a challenge/barrier for families of poverty who don't live within transportation boundary identified by RCP. (2-4 miles)
- Based on RCS, more than the projected 35% of students will need transportation. 3 buses will not be enough. - Does not address transportation of students with special needs and the impact of this on the budget.



Section 2: Operations Plan and Capacity (2.9)

Strengths:

- Will be part of National School Lunch Program and School Breakfast program with 2 meals a day that meets nutritional USDA standards (will comply with SNAP and TANF). Plan to RFP and outsource food (vendor).

Concerns:

- Cafeteria staff not included in budget.



Section 2: Operations Plan and Capacity (2.9)

Strengths:

- Plan to eRate for technology with corrected filters and each learning community will have a mobile SMART device. Contract out Nurse and medical center for health needs. Set safety protocols and plan for compliance (drills, etc.). COVID response plan developed. Contract maintenance and custodial services.
- Connection to RCS device use/policy

Concerns:

- eRate funding for connectivity, but concern about availability of adequate funding for devices.



Section 2: Operations Plan and Capacity (2.10)

Strengths:

- Selected NEI as CMO (with a performance based service agreement) due to their track record in charter schools (division of roles listed and indemnification provisions).

Concerns:

- Continue to be concerned with the CMO and their ability to be successful in this context (i.e., high performing district)
- Management is contracted- Concern that they will not be invested in students but in meeting statistics and meet number goals rather than serve individual students.



Section 2: Operations Plan and Capacity (2.11)

Strengths:

- None noted

Concerns:

- 10 waivers identified. Waivers not needed to operate a school in a high performing district (RCS).
- Textbook waivers/curriculum/instructional materials
 - Not comfortable with current context to recommend operation of school outside of RCS oversight on textbook/curriculum.



Section 2.12-2.15



SECTION 2: OPERATIONS PLAN AND CAPACITY

Does not meet expectations



Section 3-Financial Plan and Capacity

- 3.1-Planning and Budget Worksheet
- 3.2-Budget Narrative



Section 2: (3.1 & 3.2) Charter School Financing

Strengths:

Concerns:

- Lack of sufficient funding, cash flow, etc.



Rutherford County Board of Education			
Monitoring: Review: Annually, in September	Descriptor Term: Appeals to and Appearances Before the Board	Descriptor Code: 1.404	Issued Date: 12/15/22
		Rescinds: 1.404	Issued: 02/24/22

1 **APPEALS TO THE BOARD**

2 Any matter relating to the operation of the school system may be appealed to the Board. However, all
3 matters relating to the operation of the school system shall be channeled through the Director of
4 Schools before being brought before the Board of Education. If, after such procedure is followed, there
5 is still reason to address the Board, the matter shall be referred in writing to the Board of Education for
6 its determination and action.

7 **APPEARING BEFORE THE BOARD**

8 This policy is not designed to restrict the scheduled appearances of citizens who have regular business
9 with the Board and whose presentations are provided for in the agenda. Additionally, the Board may
10 via motion, a second, and a vote, recognize speakers despite the below requirements if a majority of
11 the Board determines the speaker would be in the public’s best interest.

12 *Making Application to Speak*

13 Individuals may ~~speak to~~ **address** the Board **about items contained on the agenda** so long as all
14 requirements contained in this policy are met. Individuals who do not comply with this policy will be
15 denied the ability to speak. In order to speak at Board meetings with visitors on the agenda, individuals
16 must complete a Public Participation Form provided by the Board. The form must be fully completed
17 and turned in to the Board’s Executive Secretary no later than noon (12:00 p.m.) of the day of the
18 meeting. The individual must provide proof of Rutherford County residency or employment with the
19 Rutherford County Board of Education along with the Public Participation Form and photo
20 identification. Each person wishing to speak must submit an individual form. It is not permissible for
21 multiple names to be included on the same form. Those persons having complaints and concerns for
22 which other resolution channels are provided shall be directed through those channels by the director
23 of school's office and/or staff.

24 *Rules for Speakers*

25 The Board shall provide no more than thirty (30) minutes for all individuals approved to speak during
26 public recognition.

1 If a speaker is approved, the speaker will have three (3) minutes to speak. The speaker should
2 introduce themselves to the Board by stating their name for the record. Visitors speaking to the Board
3 shall address remarks to the chairman and may direct questions to individual board members or staff
4 members only upon approval of the chairman. Delegations of speakers from the same organization
5 should select one individual to speak on behalf of the delegation. Speakers may not distribute
6 materials, printed or otherwise, directly to Board Members during the meeting. If a speaker wishes to
7 distribute materials, the speaker should bring copies and hand them to the Board's Executive Secretary
8 for distribution. Posters and signs in excess of 18x24 inches in size are not allowed in the Board Room
9 due to safety concerns and public access concerns related to visibility.

10 The following behavior and comments may result in the Board Chair ending a speaker's time early
11 and, if necessary due to ongoing interruption/lack of compliance with the Chair's directions, having the
12 speaker removed:¹

- 13 1. Refusing to yield the podium when the speaking time allotted by the Board expires;
- 14 2. Using obscene or vulgar language or conduct, or statements intended to incite violence or
15 breach the peace.

16 Additionally, the Board Chair may remove any member of the audience that continues to disrupt the
17 business of the Board after an initial warning.

18 Individuals desiring additional information about any item on the agenda shall direct such inquiries to
19 the Office of the Director of Schools.

20 The intent of these rules is to:

- 21 1. Allow everyone a fair and adequate opportunity to be heard;
- 22 2. Allow the Director of Schools to take direct action when policies have already been established
23 by the Board on the subject of the request;
- 24 3. Provide adequate time for the Director of Schools or the Board to obtain necessary information
25 and give thorough thought in situations where a policy does not exist, a change of policy is
26 proposed, or an exception to policy is specifically requested; and
- 27 4. See that the time so devoted does not interfere with fulfillment of the regular agenda of the
28 Board.

Legal References

1. TCA 39-17-306

Cross References

School Board Meetings 1.400
Public Hearings 1.401
Agendas 1.403
Discrimination/Harassment of Employees 5.500
Complaints and Grievances 5.501
Student Discrimination, Harassment, Bullying, Cyber-
bullying, and Intimidation 6.304
Student Concerns 6.305

Rutherford County Board of Education			
Monitoring: Review: Annually, in August	Descriptor Term: Charter School Applications	Descriptor Code: 1.901	Issued Date: 07/19/23
		Rescinds: 1.704	Issued: 12/15/22

1 *General*

2 This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to
 3 charter schools converting from existing public schools. Proposals from existing charter school
 4 operators or replicators and applicants proposing to contract with educational service providers shall be
 5 in accordance with state law.¹

6 **APPLICATION PROCESS²**

7 A prospective charter school sponsor shall send notice to the Director of Schools of its intent sixty (60)
 8 calendar days prior to February 1st of the year preceding the year in which the proposed charter school
 9 plans to begin operation as a charter school.

10 A sponsor seeking board approval of an initial charter school application shall complete the forms
 11 provided by the Department of Education. The application shall provide all the information required by
 12 state law. The sponsor shall demonstrate that the proposed charter school meets the purpose prescribed
 13 by state law for the formation of a charter school, and the proposed charter school will be able to
 14 implement a viable program of quality education for its students.³

15 Applications shall be submitted to the Board and Department of Education on or before 11:59 p.m. on
 16 February 1st of the year preceding the year in which the proposed charter school plans to begin
 17 operation as a charter school. If the 1st of February falls on a Saturday, Sunday, or holiday on which
 18 the school district offices are closed, applications will be accepted on the next business day on or
 19 before 11:59 p.m. Late applications will not be accepted, without exception. The sponsor shall pay an
 20 application fee of \$2,500.00.²

21
 22 The Director of Schools or his/her designee shall determine whether an application is complete within
 23 ten (10) business days of receiving the application and shall notify the sponsor within five (5) business
 24 days of the determination if the application is determined to be incomplete.

25 **REVIEW TEAM¹**

26 If necessary, the Board shall appoint a review team to assist in reviewing and evaluating charter school
 27 applications. The team shall be comprised of members of the administrative staff for the district,
 28 community members, and a member of the Board with relevant educational, organizational, financial,
 29 and legal experience. At the board meeting in ~~December~~ **January** of each year, the Director of Schools
 30 shall make a recommendation to the Board on which members of his/her administrative staff should be
 31 appointed to the team. The Board shall name the members of the team at it's a meeting in January of
 32 each year. The Board shall designate a Chair of the review team as the contact person for answering

1 questions about the application process and receiving applications. The Director of Schools shall
2 develop an orientation for the team to ensure consistent evaluation standards and the elimination of
3 real or perceived conflicts of interest.

4 The Board shall require the Director of Schools to develop a procedure for receiving, reviewing, and
5 ruling on applications for the establishment of charter schools by the review team. The procedure shall
6 include a timeline for the application and review process. A copy of the procedure, including the
7 review criteria, shall be available to any interested party upon request.

8 The review team shall:

- 9 1. Evaluate all charter school applications based on the review criteria adopted by the Board;
- 10 11 2. Recommend one of the following options to the Board for each application: approve, reject, or
12 reject with stipulations for reconsideration; and
- 13 14 3. Make recommendations for revocation, renewal, or non-renewal of charter school contracts.

15 **APPROVAL/DENIAL OF APPLICATION⁴**

16 After presentation of the review committee's findings to the Board, the Board shall rule by resolution
17 on the approval or denial of a charter school application within ninety (90) calendar days of receipt of
18 the completed application, or the application shall be deemed approved by state law. The Director of
19 Schools shall report the action taken by the Board to the Department of Education.

20 *Approval*

21 The sponsor of a charter school that is approved by the Board shall enter into a written agreement with
22 the Board which shall be binding on the charter school's governing body. The charter school agreement
23 shall be in writing and signed by the sponsor and the Board.

24 The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state
25 and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.⁵

26 Charter schools approved by the Board are expected to implement the application as submitted and
27 approved. Material variations in operations from the approved application require amendment pursuant
28 to state law and the charter school agreement.⁶

29 The Board shall not provide services to charter schools that are not requested during the application
30 process except for those services that are required under state or federal law. Services agreed to be
31 provided to the charter school by the Board shall be provided at board actual cost. The Board and
32 charter school shall execute a service contract for any additional services.

33 New charter school agreements are approved for a ten (10) year period.⁷ The Board may revoke or
34 deny renewal of a charter school agreement for any of the reasons enumerated in state law.⁸

35

1 *Denial*

2 Upon written receipt of the grounds for denial, the sponsor shall have thirty (30) calendar days within
3 which to submit an amended application to correct the deficiencies. The Board shall have sixty (60)
4 calendar days either to deny or to approve the amended application, or the application shall be deemed
5 approved by state law.⁴

6 Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Charter
7 School Commission.⁹

Legal References

1. TCA 49-13-106; State Board of Education Policy 6.111
2. TCA 49-13-107; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01
3. TCA 49-13-110
4. TCA 49-13-108; TRR/MSS 0520-14-01
5. TCA 49-13-128
6. TRR/MS 0520-14-01-06; TCA 49-13-110
7. TCA 49-13-110
8. TCA 49-13-122
9. TCA 49-13-108(b)(5)

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 07/19/23
		Rescinds: 3.202	Issued: 07/27/22

1 *General*

2 The Director of Schools shall be responsible for developing, maintaining, and acquiring board
3 approval of the district Emergency Preparedness Plan¹ which shall include procedures for bomb
4 threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and
5 medical emergencies.

6 The principal of each school shall develop and implement emergency preparedness drills which shall
7 be approved by the Director of Schools. When appropriate, such drills shall be held in conjunction with
8 emergency response agencies.

9 **FIRE AND SAFETY DRILLS**

10 The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30)
11 school days, with two (2) fire drills occurring during the first thirty (30) full days of the school year.
12 Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted
13 throughout the year.²

14 The principal shall ensure that three (3) additional safety drills are given during the school year.³ These
15 drills may cover inclement weather, earthquakes, armed intruders, or other emergency drills that do not
16 require full evacuation. A record of all fire or safety drills, including the time and date, shall be kept in
17 each school's office.³

18 The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and
19 shall give all school personnel instructions on how to properly use fire extinguishers.

20 **ANNUAL DRILLS⁴**

21 The principal shall ensure that the school safety team conducts each of the following type of drills
22 annually:

- 23 1. An armed intruder drill in coordination with local law enforcement;
24
25 2. An incident command drill; and
26
27 3. An emergency safety bus drill.
28
-

1 AED DRILLS⁵

2 All schools shall conduct a CPR and AED drill to ensure awareness of the steps that shall be taken in
3 the event of a medical emergency. The principal shall ensure that the drill occurs.

4 The Director of Schools or his/her designee shall develop the necessary administrative procedures on
5 AED and CPR training, planning, notification, and maintenance to comply with state law.

6 MEDICAL EMERGENCIES/PANDEMIC FLU⁶

7 In the event of medical emergencies such as a pandemic flu outbreak, school officials shall cooperate
8 and consult with the local and state health departments and other local emergency or healthcare
9 providers in protecting students and the community from further infection. The Director of Schools
10 shall develop procedures for health emergencies in accordance with state law and regulations.

11 REMOTE LEARNING DRILLS⁷

12 At least once each school year, a remote learning drill shall be conducted. The drill shall accurately
13 reflect how students will transition to remote learning in the event of a disruption to school operations.
14 Students shall not be asked or required to transition to remote learning at any time during the drill.

15 TRAINING FOR SUBSTITUTE TEACHERS

16 New substitute teachers shall receive lockdown and school security training within sixty (60) days of
17 start date with the substitute vendor.

Legal References

1. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)
2. TCA 68-102-137(b)
3. TCA 68-102-137(f)
4. TCA 49-6-807; Public Acts of 2023, Chapter No. 367
5. TCA 49-2-122; TCA 49-6-1208
6. TCA 49-6-3004(a), (e); TCA 49-5-404
7. TCA 49-2-139

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Use of the Internet	Descriptor Code: 4.406	Issued Date: 07/27/22
		Rescinds: 4.406	Issued: 08/12/21

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

4 **Employees**

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

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

- 11 1. Development of the Network and Internet Use Agreement.
- 12 2. General rules and ethics of internet access.
- 13 3. Guidelines regarding appropriate instruction and oversight of student internet use.
- 14 4. Prohibited and illegal activities, including but not limited to the following:¹
 - 15 • **Accessing**, sending or displaying offensive messages or pictures
 - 16 • Using obscene language
 - 17 • Harassing, insulting, defaming, or attacking others
 - 18 • Damaging computers, computer systems or computer networks
 - 19 • Hacking or attempting unauthorized access to any computer
 - 20 • Violation of copyright laws
 - 21 • Trespassing in another's folders, work, or files
 - 22 • Intentional misuse of resources
 - 23 • Using another's password or other identifier (impersonation)
 - 24 • Use of the network for commercial purposes
 - 25 • Buying or selling on the internet
 - 26 • **Bypassing or attempting to bypass any security mechanism or network filters**

27 **Students**

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

- 30 1. General rules and ethics of internet use; and
- 31 2. Prohibited or illegal activities, including, but not limited to:¹
 - 32 • **Accessing**, sending or displaying offensive messages or pictures

- 1 • Using obscene language
- 2 • Harassing, insulting, defaming, or attacking others
- 3 • Damaging computers, computer systems or computer networks
- 4 • Hacking or attempting unauthorized access
- 5 • Violation of copyright laws
- 6 • Trespassing in another's folders, work, or files
- 7 • Intentional misuse of resources
- 8 • Using another's password or other identifier (impersonation)
- 9 • Use of the network for commercial purposes
- 10 • Buying or selling on the internet
- 11 • Bypassing or attempting to bypass any security mechanism or network filters

12 INTERNET SAFETY MEASURES²

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

- 15 • Controlling access by students to inappropriate matter on the internet
- 16 • Safety and security of students when they are using electronic mail, chat rooms, and other
17 forms of direct electronic communications
- 18 • Preventing unauthorized access, including "hacking" and other unlawful activities by
19 students online
- 20 • Unauthorized disclosure, use, and dissemination of personal information regarding
21 students
- 22 • Restricting students' access to materials harmful to them

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

- 26 • Utilizing technology that blocks or filters internet access (for both students and adults) to
27 material that is obscene or pornographic³
- 28 • Prohibiting and preventing a user from sending, receiving, viewing, or downloading
29 materials that are deemed to be harmful to minors⁴
- 30 • Maintaining and securing a usage log
- 31 • Monitoring online activities of students²

32 The Board shall provide reasonable public notice of and at least one (1) public hearing or meeting to
33 address and communicate its internet safety measures.²

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

38 Complaints alleging a violation of the internet safety measures shall be submitted to ~~Assistant~~
39 ~~Superintendent for Curriculum and Instruction~~ Chief Academic Officer. All complaints shall be
40 reviewed to determine how to appropriately respond.

1 **E-MAIL**

2 Users with network access shall not utilize district resources to establish electronic mail accounts through
 3 third-party providers or any other nonstandard electronic mail system. All data including e-mail
 4 communications stored or transmitted on school system computers shall be monitored.
 5 Employees/students have no expectation of privacy with regard to such data. E-mail correspondence
 6 may be a public record under the public records law and may be subject to public inspection.⁵

7 **INTERNET SAFETY INSTRUCTION⁶**

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

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

14 **VENDOR CONTRACTS³**

15 Prior to entering into any contract for the provision of digital or online materials created or marketed for
 16 pre-kindergarten through grade twelve (PK-12), the district shall obtain an assurance that the vendor
 17 shall adhere to state law. This determination includes ensuring that the vendor filters, blocks, or
 18 otherwise prevents access to pornography or obscenity and verifying that the technology prevents a user
 19 from sending, receiving, viewing, or downloading materials that are harmful to minors.

Legal References

1. TCA 39-14-602
2. 47 USCA § 254 (h)(5)(A) – (C), 254(l); 47 CFR § 54.520(c)(1)(i); 20 USCA § 7131
3. Public Acts of 2022, Chapter No. 1002
4. TCA 39-17-901; Public Acts of 2022, Chapter No. 1002
5. TCA 10-7-512
6. TCA 49-1-221

Cross References

- Use of Email 1.805
 School and System Websites 4.407
 Controversial Materials 4.801
 Student Publications 6.704

Rutherford County Board of Education			
Monitoring: Review: Annually, in January	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Issued Date: 07/19/23
		Rescinds: 5.106	Issued: 07/22/21

1 **APPLICATION**

2 An individual desiring a position shall make application to the Director of Schools on forms developed
3 by his/her office. To ensure the safety and welfare of students and staff, the District shall require criminal
4 history background checks and fingerprinting of applicants for teaching positions and any other positions
5 that require proximity to children.¹ If applying for a teaching position, the Director of Schools shall also
6 check the applicant’s license status in the State Board of Education’s database to determine if there is a
7 hold on that applicant’s license, and if so, the reasoning behind the hold.²

8 Knowingly falsifying information shall be sufficient grounds for termination of employment and shall
9 also constitute a Class A misdemeanor which must be reported to the District Attorney General for
10 prosecution.³

11 Any costs incurred to perform these background checks and fingerprinting shall be paid by the Board
12 the first time such applicant applies for a position with the Board. If a successful applicant does not
13 remain employed with the Board for a period of six (6) months, then the costs of the background check
14 will be withheld from his/her last regular paycheck. All applicants shall be advised that all hiring
15 decisions are contingent upon satisfactory background check results.

16 *Professional Employees*

17 The application shall include a transcript of credits earned at the colleges or universities attended along
18 with references from persons such as previous employers, college professors, and supervisors of student
19 teachers. Other information shall include whether such applicant has been dismissed for cause from a
20 school system.⁵ If previously employed by a local board of education, the applicant shall provide
21 evidence of acceptable resignation.

22 No person shall be employed:

- 23 1. Who does not hold a valid license to teach or a temporary permit to teach from the State Board
- 24 of Education;⁶
- 25 2. Who has been identified by the Department of Children’s Services, or on a similar registry in
- 26 another jurisdiction, as a perpetrator of child abuse, severe child abuse, child sexual abuse, or
- 27 child neglect, or who poses an immediate threat to the health, safety, or welfare of children;⁷
- 28 3. Who is listed on the state’s abuse of vulnerable persons registry maintained by the Department
- 29 of Health, or on a similar registry in another jurisdiction;⁷
- 30 4. ~~Who does not present a certificate from a licensed health care provider showing a satisfactory~~
- 31 ~~physical examination or who has a contagious or communicable disease in such form that might~~

1 ~~endanger the health of school children, subject to the provisions of the Americans with~~
2 ~~Disabilities Act and the associated regulations;~~⁸

3 5. Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee
4 and of the United States of America;⁹

5 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
6 employment for cause; or

7 7. Who does not receive a satisfactory background check.¹⁰

8 *Support Employees*

9 The application process shall be in accordance with procedures approved by the Director of Schools.
10 Procedures for screening, interviewing, and employment shall be defined or approved by the Director of
11 Schools. All employment shall be done in a fair and equitable manner. There shall be no discrimination
12 on the basis of sex, race, national origin, religion, age or disabilities.

13 No person shall be employed:

14 1. Who has any contagious or communicable disease in such form that might endanger the health
15 of the children, subject to the provisions of the Americans with Disabilities Act and the associated
16 regulations;⁸

17 2. Who has been identified by the Department of Children's Services, or on a similar registry in
18 another jurisdiction, as a perpetrator of child abuse, severe child abuse, child sexual abuse, or
19 child neglect, or who poses an immediate threat to the health, safety, or welfare of children;⁷

20 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department
21 of Health, or on a similar registry in another jurisdiction;⁷

22 4. Who has not complied with the Immigration Reform and Control Act of 1986;¹¹

23 5. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
24 employment for cause; or

25 6. Who does not receive a satisfactory background check.¹⁰

26 **EMPLOYMENT**

27 After checking references and receiving written recommendations, the Director of Schools shall hire
28 and assign qualified applicants.

29 **No person who has any contagious or communicable disease in a form that might endanger the health**
30 **of school children shall teach in any school, and any teacher must submit to a physical examination by**
31 **a competent physician when so required by the Board.**

32 *Initial Employment for Professional Employees*

33 Upon initial employment, the Director of Schools shall notify such person, in writing, of the offer and
34 conditions of employment. Upon receipt of employment notification, such person shall respond within
35 the timeline established by state law. From the date of the written acceptance, such person is considered
36 to be under employment with the system and is subject to all rights, privileges, and duties.

37 *Support Employees*

1 Each person hired in a regular non-certified position shall be required to successfully complete a
2 probationary period of six (6) months.¹² The probationary period shall be an essential part of the
3 employment process, and shall be utilized for the most effective adjustment of a new employee. This
4 probationary period may preclude the permanent hiring or promotion of any employee whose
5 performance does not meet the required standard of work.

6

7

Legal References

1. TCA 49-5-406; TCA 49-5-413
2. State Board of Education Policy 5.501
3. TCA 49-5-406 (a)(2)(A)
4. TCA 49-5-413(c)
5. TCA 49-2-131
6. TCA 49-5-403; TCA 49-5-101; TCA 49-5-106
7. TCA 49-5-413(e); Public Acts of 2023, Chapter No. 222
8. TCA 49-5-404
9. TCA 49-5-405
10. TCA 49-5-413(a), (f)
11. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat. 3359, 8 USCA § 1101 *et seq.*
12. TCA 49-5-406(b)

Cross References

Orientation and Probation 5.107
Compensation Guides & Contracts 5.110
Background Investigations 5.118
Recommendations and File Transfers 5.203
Qualifications and Duties of the Director of Schools 5.802

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Issued Date: 09/18/19
		Rescinds: 5.303	Issued: 11/20/14

1 Personal and professional leave shall be granted in accordance with the laws of the State of Tennessee
2 and the rules and regulations of the State Board of Education.

3 The Director of Schools shall develop procedures for granting personal leave to employees.

4
5 ~~Any personal leave remaining unused at the end of a year shall be credited to sick leave except in the~~
6 ~~case of the following circumstances:¹~~

- 7 ~~1. Certified personnel with ten (10) to fifteen (15) years of experience shall be able to retain~~
8 ~~up to three (3) earned personal days. One (1) of those days, if available, will roll over from~~
9 ~~the previous year.~~
- 10 ~~2. Certified personnel with sixteen (16) to twenty five (25) years of experience shall be able to~~
11 ~~retain up to four (4) earned personal days. Two (2) of those days, if available, will roll over~~
12 ~~from the previous year.~~
- 13 ~~3. Certified personnel with twenty six (26) or more years of experience shall be able to retain~~
14 ~~five (5) earned personal days. Three (3) of those days, if available, will roll over from the~~
15 ~~previous two (2) years.~~

16 All certified personnel shall be able to retain up to five (5) earned personal days. Any personal leave
17 days beyond the five (5) shall be credited as sick leave.

18 If, at the termination of services, any employee has been absent for more days than leave has been earned,
19 an amount sufficient to cover the excess days used shall be deducted from the employee's final salary
20 payment.²

21 Subject to the following conditions, personal leave may be taken at the discretion of the employee:

- 22 1. Except in emergency, each employee shall give the principal/supervisor at least one day's notice
23 in writing of intent to take leave;
- 24 2. The approval of the principal of the school shall be required:³
 - 25 a. If more than ten percent (10%) of the teachers in any given school request its use on the
26 same day;
 - 27 b. If requested during any prior established student examination period;
 - 28 c. If requested on the day immediately preceding or following a holiday or vacation period;

- 1 d. If personal leave is requested for days scheduled for professional development or in-
2 service training, according to a school calendar adopted by the local board of education
3 prior to the commencement of the school year; or
- 4 e. If personal leave is requested for days scheduled for parent-teacher conferences,
5 according to a school calendar adopted by the local board of education prior to the
6 commencement of the school year.
- 7 Professional leave is a short, temporary absence for the purpose of attending workshops and other
8 meetings relating to school business or serving on boards and commissions which meet during daytime
9 hours when appointed by a mayor, city council, county executive or county commission.³
- 10 Requests shall be submitted to the principal at least five (5) days prior to requested leave of absence.

Legal References

1. TCA 49-5-711; TRR/MS 0520-01-02-.04(3)
2. TCA 49-5-711 (c)(1)
3. TCA 49-5-205

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="text-align: center;">Sabbatical Leave</h2>	Descriptor Code: 5.308	Issued Date: 09/18/19
		Rescinds:	Issued:

- 1 Certified and classified employees shall be entitled to a leave of absence without pay not exceeding one
- 2 (1) year to further education on a full-time basis, provided such academic work entails a minimum of
- 3 nine (9) hours per semester. No certified and classified employees shall be eligible for more than one (1)
- 4 sabbatical leave every seven (7) years of consecutive service with the school district. **Certified employees**
- 5 **must have five (5) years or more of service to be entitled to qualify for sabbatical leave.**

- 6 Additionally, certified employees must apply **in writing to the Human Resources Department** no later
- 7 than ~~April 1st~~ **May 31st** for leave during the next fiscal school year. Proof of enrollment and completion
- 8 of courses must be provided each semester, and the program of study must be an advanced study in
- 9 education beyond the employee's current degree attained. Employee must return and work for the
- 10 district for a minimum of one (1) year after sabbatical has ended. Educational leave is not automatically
- 11 granted **by the Director of Schools.** Factors to be considered are: current position, availability of an
- 12 interim replacements, budget, school needs, and other factors that impact student achievement.

- 13 **Certified and classified employees shall have the opportunity to continue participation, at their own**
- 14 **expense, in group insurance plans subject to the restrictions of the insurance carrier. Arrangements for**
- 15 **direct payment shall be made by the employee in writing to Human Resources.**

- 16 **This leave shall in no way change a certified employee's status for reduction-in-force procedures.**

Cross References

Long-Term Leaves of Absence for Professional Personnel
5.304

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Title IX & Sexual Harassment	Descriptor Code: 6.3041	Issued Date: 02/18/21
		Rescinds: 6.3041	Issued: 07/28/20

1 *General*

2 In order to maintain a safe, civil, and supportive learning environment, all forms of sexual harassment
3 and discrimination on the basis of sex are prohibited.¹ This policy shall cover employees, employees'
4 behaviors, students, and students' behaviors while on school property, at any school-sponsored activity,
5 on school-provided equipment or transportation, or at any official school bus stop in accordance with
6 federal law. This policy shall be disseminated annually to all school staff, students, and
7 parent(s)/guardian(s).² The Title IX Coordinator as well as any personnel chosen to facilitate the
8 grievance process shall not have a conflict of interest against any party of the complaint.³ These
9 individuals shall receive training as to how to promptly and equitably resolve student and employee
10 complaints.³

11 All employees shall receive training on complying with this policy and federal law.⁴

12 **TITLE IX COORDINATOR**⁵

13 The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of
14 sexual harassment. He/she shall be kept informed by school-level personnel of all investigations and
15 shall provide input on an ongoing basis as appropriate.

16 Any individual may contact the Title IX Coordinator at any time using the information below:

17 **Title:** Pierrecia Lyons

18 **Mailing address:** 2240 Southpark Drive, Murfreesboro, Tennessee 37128

19 **Phone number:** 615-893-5812

20 **Email:** lyonsp@rcschools.net

21 **DEFINITIONS**⁴

22 “Complainant” is an individual who is alleged to be the victim of conduct that could constitute sexual
23 harassment.

24 “Respondent” is an individual who is reported to be the perpetrator of conduct that could constitute
25 sexual harassment.

26 “Sexual harassment” is conduct on the basis of sex that satisfies one or more of the following:³

- 1 1. A school district employee conditioning an aid, benefit, or service of an education program or
2 activity on an individual's participation in unwelcome sexual conduct;
- 3
- 4 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and
5 objectively offensive that it effectively denies a person equal access to the education program
6 or activity; or
- 7 3. Sexual assault,⁶ dating violence,⁷ domestic violence,⁸ or stalking⁹ as defined in state and federal
8 law.

9 Behaviors that constitute sexual harassment may include, but are not limited to:

- 10 1. Sexually suggestive remarks;
- 11
- 12 2. Verbal harassment or abuse;
- 13
- 14 3. Sexually suggestive pictures;
- 15
- 16 4. Sexually suggestive gesturing;
- 17
- 18 5. Harassing or sexually suggestive or offensive messages that are written or electronic;
- 19
- 20 6. Subtle or direct propositions for sexual favors; and
- 21
- 22 7. Touching of a sexual nature.

23 Sexual harassment may be directed against a particular person or persons, or a group, whether of the
24 opposite sex or the same sex.

25 "Supportive measures" are non-disciplinary, non-punitive, individualized services and shall be offered
26 to the complainant and the respondent, as appropriate. These measures may include, but are not limited
27 to, the following:

- 28 1. Counseling;
- 29
- 30 2. Course modifications;
- 31
- 32 3. Schedule changes; and
- 33
- 34 4. Increased monitoring or supervision.

35 The measures offered to the complainant and the respondent shall remain confidential to the extent that
36 maintaining such confidentiality would not impair the ability of the school district to provide the
37 supportive measures.

1 GRIEVANCE PROCESS

2 Upon learning of an instance of alleged sexual harassment, even if no formal complaint is filed, the
3 Title IX Coordinator shall:

- 4 1. Promptly contact the complainant to discuss the availability of supportive measures;
- 5
- 6 2. Consider the complainant's wishes with respect to supportive measures;
- 7
- 8 3. Inform the complainant of the availability of supportive measures; and
- 9
- 10 4. Explain the process for filing a formal complaint.¹⁰

11 While the school district will respect the confidentiality of the complainant and the respondent as much
12 as possible, some information may need to be disclosed to appropriate individuals. All disclosures shall
13 be consistent with the school district's legal obligations and the necessity to investigate allegations of
14 harassment and take disciplinary action.

15 Disciplinary consequences or sanctions shall not be initiated against the respondent until the grievance
16 process has been completed. Unless there is an immediate threat to the physical health or safety of any
17 student arising from the allegation of sexual harassment that justifies removal, the respondent's
18 placement shall not be changed.¹¹ If the respondent is an employee, he/she may be placed on
19 administrative leave during the pendency of the grievance process.¹² The Title IX Coordinator shall
20 keep the Director of Schools informed of any employee respondents so that he/she can make any
21 necessary reports to the State Board of Education in compliance with state law.¹³

22 Complaints

23 Any individual who has knowledge of behaviors that may constitute a violation of this policy shall
24 immediately report such information to the Title IX Coordinator, however, nothing in this policy requires
25 a complainant to either report or file a formal complaint within a certain timeframe. If the complaint
26 involves the Title IX Coordinator, the complaint shall be filed with the Director of Schools.

27 If a complaint involves allegations of child abuse, including child abuse on school grounds, appropriate
28 notification shall be made per the board policy on reporting child abuse.

29 Upon receipt of a formal complaint, the Title IX Coordinator shall promptly:¹⁴

- 30 1. Provide written notice of the allegations, and the grievance process to all known parties to give
31 the respondent time to prepare a response before an initial interview;
- 32
- 33 2. Inform the parties of the prohibition against making false statement or knowingly submitting
34 false information;
- 35
- 36 3. Inform the parties that they may have an advisor present during any subsequent meetings; and
- 37
- 38 4. Offer supportive measures in an equitable manner to both parties.

1 If the Title IX Coordinator dismisses a complaint, written notice, including the reasons for dismissal,
2 shall be provided to both parties simultaneously.¹⁵

3 **Investigations**¹⁶

4 The Title IX Coordinator, and as needed, principals, shall serve as the investigator/s and be responsible
5 for investigating complaints in an equitable manner that involves an objective evaluation of all relevant
6 evidence. The burden for obtaining evidence sufficient to reach a determination regarding responsibility
7 rests on the school district and not the complainant or respondent.

8 ~~Once a complaint is received~~ Timely investigation shall commence upon written notice from the Title
9 IX Coordinator to the respondent. The investigator shall initiate an investigation within forty-eight (48)
10 hours in a timely manner after receipt of the complaint. If an investigation is not initiated within forty-
11 eight (48) hours in a timely manner, the investigator shall provide the Title IX Coordinator, or, if the
12 Title IX Coordinator is the investigator, the Director of Schools, with appropriate documentation
13 detailing the reasons why the investigation was not initiated within the required timeframe.

14 All investigations shall be completed within ~~twenty (20)~~ ninety (90) calendar days from the receipt of
15 the initial complaint. If the investigation is not complete within ~~twenty (20)~~ ninety (90) calendar days,
16 the investigator shall provide the Title IX Coordinator with appropriate documentation detailing the
17 reasons why the investigation has not been completed.

18 All investigations shall:

- 19 1. Provide an equal opportunity for the parties to present witnesses and evidence;
- 20 2. Not restrict the ability of either party to discuss the allegations under investigation or gather
21 and present relevant evidence;
- 22 3. Refrain from requiring, allowing, relying upon, or otherwise using questions or evidence that
23 seek disclosure of information protected under a legally recognized privilege unless such
24 privilege has been waived;¹⁷
- 25 4. Provide the parties with the same opportunities to have others present during any grievance
26 proceeding;
- 27 5. Provide to parties whose participation is requested written notice of the date, time, location,
28 participants, and purpose of all investigative interviews, or other meetings, with sufficient time
29 for the party to prepare to participate;
- 30 6. Provide both parties an equal opportunity to inspect and review any evidence directly related to
31 the allegations in the formal complaint; and
- 32 7. Result in the creation of an investigative report that fairly summarizes relevant evidence.
 - 33 a. Prior to the completion of the investigative report, the investigator shall send to each
34 party the evidence subject to inspection and review. All parties shall have at least ten
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36
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1 (10) days to submit a written response which shall be taken into consideration in
2 creating the final report.

3 Within the parameters of the federal Family Educational Rights and Privacy Act,¹⁸ the Title IX
4 Coordinator shall keep the complainant and the respondent informed of the status of the investigation
5 process. At the close of the investigation, a written final report on the investigation will be delivered to
6 the parent(s)/guardian(s) of the complainant, parent(s)/guardian(s) of the respondent, and to the
7 Director of Schools.

8 **Determination of Responsibility**¹⁹

9 The respondent is presumed not responsible for the alleged conduct until a determination regarding
10 responsibility is made at the conclusion of the grievance process.²⁰ The preponderance of the evidence
11 standard shall be used in making this determination.²¹

12 The Assistant Superintendent of Human Resources and Support Services and/or his/her designee shall
13 act as the decision-maker. He/she shall receive the final report of the investigation and allow each party
14 the opportunity to submit written questions that he/she wants asked of any party or witness prior to the
15 determining responsibility.

16 The decision-maker shall make a determination regarding responsibility and provide the written
17 determination to the parties simultaneously along with information about how to file an appeal.

18 A substantiated charge against a student may result in corrective or disciplinary action up to and
19 including expulsion. A substantiated charge against an employee shall result in disciplinary action up to
20 and including termination.

21 After a determination of responsibility is made, the Title IX Coordinator shall work with the complainant
22 to determine if further supportive measures are necessary. The Title IX Coordinator shall also determine
23 whether any other actions are necessary to prevent reoccurrence of the harassment.

24 **APPEALS**²²

25 Either party may appeal from a determination of responsibility based on a procedural irregularity that
26 affected the outcome, new evidence that was not reasonably available at the time of the determination
27 that could affect the outcome, or an alleged conflict of interest on the part of the Title IX Coordinator or
28 any personnel chosen to facilitate the grievance process. Appeals shall be submitted to the Title IX
29 Coordinator within ten (10) days of a determination of responsibility.

30 Upon receipt of an appeal, the Title IX Coordinator shall:

- 31 1. Assign an impartial hearing officer within five (5) days of receipt of the appeal; and
- 32 32
- 33 2. Notify the parties in writing.

34 During the appeal process, the parties shall have a reasonable, equal opportunity **ten (10) calendar days**
35 **from the date of written notice of the appointment letter of the hearing officer** to submit written
36 statements. ~~Within ten (10) calendar days,~~ The hearing officer shall issue a written decision describing

1 the result of the appeal and the rationale for the result. The written decision shall be provided
 2 simultaneously to both parties.

3 **RETALIATION**²³

4 Retaliation against any person who makes a report or complaint or assists, participates, or refuses to
 5 participate in any investigation of an act alleged in this policy is prohibited.

Legal References

1. 34 CFR § 106.1
2. 34 CFR § 106.8(b),(c)
3. 34 CFR § 106.45(b)(1)(iii); 34 CFR § 106.45(b)(10)(D)
4. 34 CFR § 106.30(a)
5. 34 CFR § 106.8(a)
6. 20 USCA 1092(f)(6)(A)(v); TCA 36-3-601(10); TCA 71-6-302
7. 34 USCA 12291(a)(10)
8. 34 USCA 12291(a)(8); TCA 40-14-109
9. 34 USCA 12291(a)(30); TCA 39-17-315; TCA 36-3-601(11)
10. 34 CFR § 106.44(a)
11. 34 CFR § 106.44(c)
12. 34 CFR § 106.44(d)
13. TRR/MS 0520-02-03-.09(2); TCA 49-5-417(c)
14. 34 CFR § 106.45(b)(2)
15. 34 CFR § 106.45(b)(3)
16. 34 CFR § 106.45(b)(5); 34 CFR § 106.45(b)(1)(v)
17. 34 CFR § 106.45(b)(1)(x)
18. 20 USCA § 1232g
19. 34 CFR § 106.45(b)(7)
20. 34 CFR § 106.45(b)(1)(iv)
21. 34 CFR § 106.45(b)(1)(vii)
22. 34 CFR § 106.45(b)(8)
23. 34 CFR § 106.71

Cross References

Section 504 and ADA Grievance Procedures 1.802
 Discrimination/Harassment of Employees (Sexual, Racial,
 Ethnic, Religious) 5.500
 Staff-Student Relations 5.610
 Code of Conduct 6.300
 Student Discrimination, Harassment, Bullying, Cyber-
 bullying, and Intimidation 6.304
 Child Abuse and Neglect 6.409

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Physical Examinations and Immunizations	Descriptor Code: 6.402	Issued Date: 07/19/23
		Rescinds: 6.402	Issued: 07/22/21

1 PHYSICAL EXAMINATIONS¹

2 The principal shall ensure that there is a complete physical examination of each student prior to:²

- 3 1. Entering school for the first time. This applies to kindergarten, first grade and other students for
4 whom there is no health record. However, the enrollment of any student deemed to be homeless
5 may not be denied or delayed because of the student's lack of a medical examination or
6 immunization records.
- 7 2. Participation as a member of any athletic team or in any other strenuous physical activity program.
8 A physical shall be required prior to any level of participation on athletic teams including, but not
9 limited to, on- or off-season conditioning, practices, and/or games.
- 10 3. Physical examinations are required for students participating in any club that involves physical
11 exertion or athletic activity, including but not limited to, rugby, ultimate frisbee, dance/half-timers,
12 walking clubs, archery, performance band, etc.

13 Cost of the examination shall be borne by the parent or guardian of the student and the exam must have
14 been completed within one year prior to the enrollment or participation. These records shall be on file
15 in the principal's office.

17 Screening tests as required by the Tennessee Department of Education and the Department of Health
18 will be conducted. Parent(s)/guardian(s) will receive written notice of any screening result that indicates
19 a condition that might interfere with the student's progress. Parents will receive notification prior to any
20 health screening. Parent(s)/guardian(s) may excuse their student from participating in health screenings
21 that are part of a coordinated school health program by submitting a request in writing to the school
22 nurse, instructor, school counselor, or principal.³

23 IMMUNIZATIONS

24 No students entering school, including those entering kindergarten or first grade, those from out-of-state
25 and those from nonpublic schools, will be permitted to enroll (or attend) without proof of immunization,
26 as determined by the Commissioner of Health unless circumstances outlined in state or federal law
27 prevent a student from producing such records. It is the responsibility of the parents or guardians to have
28 their children immunized and to provide such proof to the principal of the school which the student is to
29 attend.⁴

1 Exceptions will be granted to any child whose parent or guardian shall file with school authorities a
2 signed, written statement that such measures conflict with one of the following:

- 3 1. His/her religious tenets and practices if in the absence of an epidemic or immediate threat of an
4 epidemic*; or
- 5
6 2. Due to medical reasons if such child has a written statement from his/her doctor excusing him
7 from such immunization.⁶
- 8

9 Furthermore, the enrollment of any student deemed homeless may not be denied or delayed because of
10 the student's lack of a medical examination or immunization records.

11 Proof of exceptions will be in writing and filed in the same manner as other immunization records.

12 A list of transfer students shall be kept at each school throughout the school year in order that their
13 records can be monitored by the Department of Health.

Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-1-13-.01(1)(a)
3. Public Acts of 2023, Chapter No. 353; Tennessee School Health Screening Guidelines,
https://www.tn.gov/content/dam/tn/education/csh/csh_school_health_screening_guidelines.pdf
; 20 USCA § 1232h(c)(2)(C)
4. TCA 49-6-5001(a),(c)
5. TCA 49-6-5001(b)(2), Public Acts of 2021, Chapter No. 513
6. TCA 49-6-5001(c)(2)

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Prevention and Treatment of Sports Related Concussions	Descriptor Code: 6.413	Issued Date: 03/08/23
		Rescinds: 6.413	Issued: 11/15/16

1 A concussion is a traumatic brain injury caused by a direct or indirect blow to the head or body. In order
2 to ensure the safety of students that participate in interscholastic athletics, it is imperative that student
3 athletes, coaches, and parents are educated about the nature and treatment of sports related concussions.
4 The board recognizes that concussions can be a serious health issue and should be treated as such.

5 The board adopts the guidelines and other pertinent information and forms developed by the Tennessee
6 Department of Health to inform and educate coaches, school administrators, student athletes, and
7 parent(s) / guardian(s) of the nature, risk and symptoms of concussions and head injuries. These
8 guidelines and materials may be viewed on the Department of Health's website and shall be made
9 available to interested parties through the Central Office.

10 This policy shall govern all activities and those individuals involved in those activities which constitute
11 an organized athletic game or competition against another team or in practice or preparation for an
12 organized game or competition. It does not govern those activities or individuals involved in those
13 activities which are entered into for instructional purposes only or those that are incidental to a
14 nonathletic program or lesson.

15 **REQUIRED TRAINING** ¹

16 The director of schools shall ensure that each school's athletic director and coaches, employed or
17 volunteer, annually complete the *Concussion in Sports – What You Need to Know* online course. This
18 course may be accessed online at www.nfhslearn.com.

19 Prior to the annual initiation of practice or competition, the following persons must review and sign a
20 concussion and head injury information sheet approved by the Tennessee Department of Health: the
21 director of schools, licensed healthcare professionals (if appointed), each school athletic director, and
22 each coach, employed or volunteer.

23 In addition, prior to the annual initiation of practice or competition, all student athletes and their parent(s)
24 / guardian(s) shall review the concussion and head injury information sheet approved by the Tennessee
25 Department of Health. A form confirming this review shall be signed and returned by the student athlete,
26 if the athlete is eighteen (18) years of age or older; or by the student athlete's parent(s) / guardian(s), for
27 athletes younger than eighteen (18) years of age.

28 All documentation of the completion of a concussion recognition and head injury safety education course
29 program and signed concussion and head injury information sheets shall be maintained by the director
30 of schools or his/her designee for a period of three (3) years.

1 **Removal from Athletics²**

2 ~~Any student athlete who shows signs, symptoms and/or behaviors consistent with a concussion during~~
3 ~~an athletic activity or competition shall be immediately removed for evaluation by a licensed healthcare~~
4 ~~professional, if available, and if not, by the coach or other designated individuals.~~

5 ~~No student athlete who has been removed from an athletic activity or competition due to a concussion~~
6 ~~or suspected concussion shall be allowed to return to any supervised team activities involving physical~~
7 ~~exertion, including games, competitions, or practices, until the student athlete has been evaluated by and~~
8 ~~received written clearance on forms approved by the Department of Health from a licensed health care~~
9 ~~provider for a full or graduated return. "Health care provider" means a Tennessee licensed medical~~
10 ~~doctor (M.D.), osteopathic physician (D.O.), a clinical neuropsychologist with concussion training.³~~
11

12 Any student who shows signs, symptoms, and/or behaviors consistent with a concussion during an
13 athletic activity or competition shall be immediately removed. The school shall have the player examined
14 by the school's designated healthcare provider. If the designated healthcare provider determines that the
15 student has not sustained a concussion, the player may return to the activity or competition. Designated
16 Healthcare Providers: Certified Athletic Trainer, Certified Nurse Practitioner, Physician Assistant,
17 Doctor of Medicine, or Osteopathic Physician
18

19 If the school does not have immediate access to a designated healthcare provider, or if the school's
20 designated healthcare provider suspects the athlete may have a concussion, the athlete shall be removed
21 from the athletic activity or competition. If the athlete is removed from the athletic activity or
22 competition, the only means for an athlete to return to practice or play is for the student to be evaluated
23 and receive written clearance by a licensed medical doctor (M.D.), Osteopathic Physician (D.O.), or a
24 Clinical Neuropsychologist with Concussion Training on forms approved by the Department of Health
25 for a full or graduated return. Until this form is received, no student-athlete who has been removed from
26 athletic activity or competition due to a concussion or suspected concussion shall be allowed to return
27 to any supervised team activities involving physical exertion, including games, competitions, or
28 practices. Schools must keep this form on file.

29 This requirement for clearance prior to a student athlete returning to an athletic activity shall not apply
30 if there is a legitimate explanation other than a concussion for the signs, symptoms, and/or behaviors
31 observed.

32 The Director of schools or his/her designee shall ensure that all protocols approved by the Tennessee
33 Department of Health or required by law relative to the provisions of this policy are followed and
34 implemented within each school.

Legal References

1. TCA 68-55-502(b)(1)(B)
2. TCA 68-55-502(b)(1)(F)
3. TCA 68-55-501

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Site Selection and Acquisition	Descriptor Code: 2.9002	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 School facilities occupy a prominent place in the community. The selection of a school site or other
2 property for school system use should meet the educational needs of the system. Size, location, health
3 and safety issues, topography and population needs will be considered to ensure proper location of
4 facilities.

5 The purpose of this policy is to direct the process of obtaining property for school system use.

6 I. STANDARDS

7 A. Determination of Need

8 The need for a site is determined by numerous factors, including, but not limited to, overcrowding
9 of existing buildings, projected enrollment, observed and anticipated increase in development, census
10 data relating to size of families, and changes in facility needs to keep pace with program or system
11 requirements. Trends in present and future availability and price of land and infrastructure will be used
12 to determine the optimum time for acquiring sites at the least cost to the taxpayers.

13 B. Considerations for School Sites

14 The process for selecting new school sites should consider the following:

- 15 1. Sufficient and appropriate acreage to provide the anticipated educational program as well
16 as parking, playing fields, and accommodations for community use. The Director of
17 Schools will recommend guidelines for the acreage of school sites of each organizational
18 level.
- 19 2. Restrictions on the location of school service areas such as neighborhood boundaries and
20 the presence of reasonably well-defined geographic barriers which constitute impractical
21 or hazardous crossing conditions, such as major highways, railroad tracks, large bodies
22 of water, etc.
- 23 3. The prescribed limits which a child is expected to walk to school, if walking is desirable,
24 beyond which transportation must be provided.

- 1 4. The desirability of maintaining sufficient flexibility in site location to allow for
2 population migration and/or possible changes in future educational programs for staffing
3 requirements.
- 4 5. Economic considerations in developing a pattern for school facilities which will result in
5 the greatest degree of facility utilization while providing optimum learning environments.

6 C. Location of Sites

- 7 1. Selection of proposed sites is to be based upon relevant regulations to ensure proper
8 location and maximum utilization of the facility. Applicable guidance and regulations
9 include, but are not limited to, the School System's master plans as well as regulations
10 pertaining to subdivision, roads, wetlands, and stormwater management.
- 11 2. School sites should be as central as possible to the ultimate area to be served by the school
12 in order to minimize long-range transportation requirements, reduce the need for some
13 children to walk disproportionate or long distances, and enhance the ability of the greatest
14 number of children to participate in after-school activities.
- 15 3. Location of school sites near industrial or employment complexes should be avoided in
16 order to minimize traffic hazards, disturbing noises, odors, smoke and fumes. School sites
17 planned for a part of a mixed use community may be considered.
- 18 4. All school sites should have frontage on or egress to a public road or street to obtain a
19 reasonable means of vehicular egress.
- 20 5. Consideration of property for acquisitions must be in designated growth areas.

21 D. Physical Properties of Sites

22 The site must be suitable for the economical construction of the proposed facility.

- 23 1. Generally, a Phase 1 Environmental Site Assessment should be conducted prior to
24 acquisition to determine suitability.
- 25 2. Safe pedestrian and vehicular access should be reasonably attainable.
- 26 3. The shape of a school site should be suitable for school construction and use. Elongated
27 and extreme shapes should be avoided.
- 28 4. The topography of the site should facilitate property drainage and allow for economical
29 grading costs at the time the site is developed.
- 30 5. Consideration should be given as to whether public water and sewer are available, and if
31 not, whether onsite water and sewer service meeting regulatory requirements are
32 reasonably attainable.

1 E. Approval of Sites

2 1. Procedures for the identification and acquisition of sites must comply with state and local
3 laws and regulations and include the following:

4 a. Preliminary consultation with school staff.

5 b. Consideration and recommendations by the Director of Schools.

6 2. To purchase property, the school system should only deal with the owner of the property,
7 the owner's licensed realtor, or the owner's attorney. Proof of ownership is required. If
8 dealing with owner's licensed realtor, proof of seller agency agreement is also required.

9 3. When authorized by the Board, the site may be acquired.

10 **II. COMPLIANCE**

11 A. The Director of Schools is responsible for recommending property for acquisition to the
12 Board. Any parcels of land must be vetted by Director's designee before presenting the land
13 before the Board **on whether to proceed.**

14 B. The Director or his/her designee is responsible for directing staff on all matters relating to
15 site acquisition.

16 **III. DELEGATION OF AUTHORITY**

17 The Director of Schools is authorized to develop procedures to implement this policy.

Legal References

1. TCA 39-13-609(b)
2. FAA Modernization and Reform Act of 2012, Public Law 112-95 § 336 (112th Congress, 2d session).
3. FAA Modernization and Reform Act of 2012, Public Law 112-95 § 333 (112th Congress, 2d session); 14 CFR § 21
4. TCA 39-13-903(a)(3)

Cross References

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: School Resource Officers (SROs) and Nursing Staff Participation in Safety Days	Descriptor Code: 3.2052	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 The participation of School Resource Officers (SROs) and nursing staff in Safety Days for Rutherford
2 County Schools is mandated to include a dedicated block of time, lasting one and a half to two hours,
3 with 45 minutes earmarked for nursing staff and the remaining time dedicated to SROs. During this
4 allocated time, the SROs will comprehensively address safety protocols and guidelines, encompassing
5 procedures for emergency scenarios like active shooter situations, while allowing the nursing staff to
6 focus on medical emergencies, student referrals to the nurse, and conducting demonstrations of first aid
7 techniques, including tourniquet procedures.

- 8 1. Enhanced Preparedness: By actively Incorporating both School Resource Officers (SROs) and
9 nursing staff into Safety Days, ensures comprehensive preparedness, ensuring that staff are
10 well-versed in emergency procedures, evacuations, as well as protocols for seeking medical
11 attention, including the process for sending children to nurses' office and addressing minor
12 emergencies effectively.
- 13 2. Expert Guidance: SROs and nurses possess specialized training and expertise in emergency
14 response, making them valuable resources for educating school communities on safety
15 protocols.
- 16 3. Proactive Approach: Regular review of safety procedures promotes a proactive approach to
17 school safety, empowering individuals within the school community to recognize and respond
18 to potential threats and emergencies.
- 19 4. Community Engagement: Involving SROs and nurses in Safety Days fosters positive
20 relationships between law enforcement and medical staff and the school community, enhancing
21 trust and collaboration in matters of safety, emergencies, and security.

22 Implementation:

- 24 1. Two safety days are scheduled annually in January and August during the academic year, with
25 coordination between the Safety Director, Health Services Coordinator, school administration,
26 and law enforcement to ensure the availability of School Resource Officers and nursing staff
27 for comprehensive safety preparedness.
- 28 2. During Safety Days, a dedicated block of time, lasting one and a half to two hours, will be
29 allocated for SRO-led sessions covering safety procedures and guidelines and 45 minutes
30 designated for nurse-led session.
- 31 3. Safety Days for SROs:
 - 32 a. For August Safety, SROs will deliver comprehensive presentations that include
33 information on emergency response protocols, evacuation procedures, lockdown drills,
34 and specific actions to take in the event of an active shooter incident.

- 1 b. For January Safety Day, SROs will facilitate a table talk session with the crisis team,
2 including the relocation, crisis, and evacuation teams.
- 3 4. Safety Days for Nurses:
- 4 a. For August safety day, nurses will deliver a 45-minute PowerPoint presentation
5 outlining emergency protocols, procedures for sending students to the nurse,
6 administering epinephrine pens, and conducting first aid demonstrations, including
7 tourniquet application.
- 8 5. Interactive elements, such as scenario-based exercises and Q&A sessions, may be incorporated
9 to facilitate active engagement and reinforce learning.
- 10 6. Documentation of SRO participation and nursing staff in Safety Days, including session
11 content and attendee feedback, will be maintained for review and continuous improvement
12 purposes.
- 13 7. In the event of a district-wide safety meeting, the time allocated for SROs and nurses may be
14 subject to change to accommodate the obligations and priorities established by the Director and
15 Board.

Legal References

- 1.

**STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU), by and between the State of Tennessee, Department of Education, hereinafter referred to as "TDOE" and [REDACTED], hereinafter referred to as "LEA," establishes a framework for collaboration and LEA responsibilities in administering the Tennessee School Climate Survey.

A. School Climate Survey Administration:

A.1. The overall mission of the Tennessee School Climate Survey is to create and sustain safe and supportive learning environments, thereby, increasing academic success for all students. The goals are to:

- a. Provide a school climate measurement system that gathers information via survey regarding student, parent or guardian, and teacher perceptions of engagement, safety and environment as an actionable measurement of conditions for learning in their school on an annual basis.
- a. Provide data to schools and LEAs to drive programmatic interventions and establish links between climate/conditions for learning and academic outcomes.
- b. To ensure effective administration of the School Climate Survey, LEAs are required to follow the processes detailed herein by the dates specified in this MOU.

A.2. Definitions:

- a. **School engagement:** For students to feel supported and motivated to achieve, they must feel valued and supported in their relationships with other students, teachers, and school leaders, feel a sense of connection to school, and be meaningfully engaged in the school community. The five components of school engagement include:
 1. **Supportive peer relationships.** Students feel safe and supported in a peer environment that is trusting, respectful, caring, cooperative and helpful.
 2. **Supportive relationships with teachers.** Adults play a critical role in creating conditions that support student self-esteem, sense of accomplishment, and feelings of efficacy – all of these are critical for accomplishment and contribution later in life.
 3. **Supportive relationships with school leadership.** School leadership by principals and vice-principals is important to modeling and setting the climate of the school as an institution with which students must effectively interact. School leaders should be available to students, and relate to them with openness, respect and concern.
 4. **Parental involvement.** Student perceptions that parents and guardians are welcome in the school play an important part in it, and that they are interested and involved in their learning and in school events contributes to a meaningful connectedness to the school.

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5. **School connections and learning supports:** Students believe that they are valued members of the school setting, feel a sense of meaningful involvement, security, and belonging in the school environment, and feel that they are supported in their efforts to succeed.
- b. **School safety:** For students to focus on learning, they must feel safe and secure while at school and free from threats or physical violence, bullying or harassment, or exposure to substance abuse and its negative consequences. Four components of school safety are:
1. **Physical safety:** Students should perceive their school to be safe, secure, and free from any physical threats of harm to themselves or their personal property.
 2. **Freedom from substance abuse:** Alcohol, tobacco, and other illicit drug use undermines students' ability to achieve academically, is associated with other harmful behaviors, and is incompatible with a school climate of respect, safety, and support for learning.
 3. **Freedom from bullying:** Bullying is one of the most prevalent and harmful forms of school violence. Students experience freedom from bullying when they report little or no exposure to physical, verbal, or social forms of unwanted aggression.
 4. **Acceptance of differences:** Respect is a core component of social and emotional safety at school. Students perceive acceptance of differences in background, appearance, and personal lifestyle among students in school environments that are free from teasing or insulting based on personal characteristics.
- c. **School environment:** For students to feel engaged and motivated to learn, they should be in environments that value academic rigor and high expectations for student achievement, establish clear rules and procedures, and provide physical surroundings that are presentable and well-maintained. The three components of school environment are:
1. **Supportive discipline:** Rules and disciplinary procedures are perceived to be clear, well communicated and reasonable. School leaders, teachers, and other staff (e.g., School Resource Officers, transportation staff) should be perceived as fair in implementing rules and procedures. Fairness requires consistency and equity in applying rules, including consistency across individual teachers and school staff.
 2. **Academic challenge:** School work needs to be clearly presented and designed to be challenging with sufficient support to achieve. Student achievements should be noted, and positive feedback provided.
 3. **Approval of the physical environment:** Students should approve of the physical appearance of the school. It should be seen as welcoming, comfortable, and well-maintained. Students should feel a sense of ownership in the school building.

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d. Survey Types:

Survey Type	Grade Level	# of Questions	Average Time to complete
High School Survey	9–12	91	20 minutes
Middle School Survey	5–8	85	20 minutes
Elementary School Survey	3–8	51	15 minutes
Teacher Survey	K–12	108	20 minutes
Parent/Guardian Survey	K–12	47	15 minutes

A.3. The LEA has volunteered to utilize the Tennessee School Climate Survey at no cost to the LEA and agrees to the following in order to support consistency and validity in administration of the survey:

- a. The LEA shall use the survey instrument provided by the TDOE to the LEA contact and follow any instructions or guidance provided by the TDOE.
- b. The LEA shall administer an online version of school climate surveys as instructed by the TDOE within the survey administration window of April 1, 2024, through May 25, 2024, to high school and/or middle school and/or elementary school students, parents/guardians, and teachers.
- c. The LEA shall provide the TDOE with a list of schools that will administer the survey.

A.4. The Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, requires LEAs to notify parents/guardians and obtain consent or allow them to opt their child out of participating in certain school activities. These activities include a student survey, analysis, or evaluation that concerns one or more of the following eight areas (“protected information surveys”):

1. Political affiliations or beliefs of the student or student’s parent;
2. Mental or psychological problems of the student or student’s family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or the student’s parent; or
8. Income, other than as required by law to determine program eligibility.

In accordance with the PPRA, the LEA shall inform parents and guardians of the school climate survey administration at least two weeks before the survey administration window opens. LEAs must obtain written, informed consent from all parents of students in accordance with local school board policy.

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. The TDOE will provide LEAs with a sample active consent form.

Under active parental consent, LEAs must inform parents and guardians of the exact dates of this voluntary anonymous student survey, offer a copy of the survey for them to view, and require signed approval from parents or guardians before students can participate.

A.5. Open-ended comments

- a. The TDOE shall provide LEAs with open-ended comment data from the parent, teacher and student surveys.
- b. The survey is designed to be anonymous and respondents will not be asked to provide their names or any identifying information about themselves or anyone else. Directions provided within the survey requests that respondents NOT include any names or identifying information. However, open-ended comments place no restrictions on the information that respondents may choose to include. As such, within these open-ended comments, there is a chance that respondents may include reference to names of individuals or other personally identifiable information. LEAs are responsible for maintaining the confidentiality of any personally identifiable information. LEAs are also responsible for ensuring that any individual who is provided access to Tennessee School Climate Survey data is responsible for maintaining the confidentiality of personally identifiable student information.
- c. Further, these open-ended comments may include information that LEAs may wish to investigate further in relation to potential health and safety issues (i.e., threats of harm). The TDOE does not investigate these comments and does not draw any conclusions regarding these matters. Additionally, there is a delay between the administration of the survey and the State's analysis of data, so the TN School Climate Survey should not be viewed as a means of communicating health or safety risks. Thus, it is the sole responsibility of LEAs to determine any actions to take in response to the information in these comments and to comply with mandatory reporting requirements relating to abuse and neglect.

A.6. The LEA and the TDOE shall comply with all applicable federal, state, and local confidentiality laws and policies. This includes the Family Educational Rights and Privacy Act (FERPA), which requires protection of personally identifiable student information (information regarding FERPA can be found here: <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>).

- a. The TDOE will not report data for LEAs and schools with fewer than 15 responses.
- b. The TDOE will not share any data from the survey in any form with the LEA, school, or the public except to comply with legislative or statutory requirements

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- o The PPRA requires the LEA to make survey materials, including survey questions, available for inspection by parents/guardians. However, the LEA shall not share or otherwise further disclose survey data or responses with any party, including parents and guardians, unless a legal exception applies, such as the health or safety emergency exception under FERPA.
 - c. The Parties shall comply with open records laws and applicable local policies when responding to requests from parties who are not parents or guardians to view survey materials.
 - d. The Parties should consult with their legal counsel regarding compliance with this MOU, including adherence to confidentiality laws and policies and open records requests.

- A.7. The TDOE will provide feedback to LEA and school designated contacts regarding the data submitted.

- A.8. The TDOE shall ensure that all survey instruments are valid, reliable, and provide an accurate reflection of school climate in Tennessee's schools.

B. COMMUNICATIONS AND CONTACTS:

- B.1. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this MOU shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

TDOE:

Kimberly Daubenspeck
School Safety Director
Office of School Safety
Tennessee Department of Education
10th Floor Andrew Johnson Tower
710 James Robertson Pkwy
Nashville, TN 37243
615-970-2418
Kimberly.Daubenspeck@tn.gov

LEA:

Name, Title:

**STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
MEMORANDUM OF UNDERSTANDING**

LEA:
Address:

Email:
Phone number:

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

IN WITNESS WHEREOF,	
LEA:	
LEA SIGNATURE	DATE

PRINTED NAME AND TITLE OF LEA SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

LIZZETTE REYNOLDS, COMMISSIONER

DATE

2023 - 2024 Tenure Recommendation

The following teacher(s) meet the criteria for tenure in accordance with the new tenure law:

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

Elementary Schools:

	Name	Position	School
1	Dana Adkins	4th Grade Teacher	Barfield Elementary
2	Tara Klarer	Spectrum Teacher	Barfield Elementary
3	Ashley Sanders	5th Grade Teacher	Barfield Elementary
4	Michele Aprea*	Interventionist	Buchanan Elementary
5	Sharron Hawks	3rd Grade ELA Teacher	Buchanan Elementary
6	Sarah Cannington	4th Grade Teacher	Blackman Elementary
7	Brittany Fankhauser	3rd Grade Teacher	Blackman Elementary
8	Christa Gordon	Interventionist	Blackman Elementary
9	Sonja Green	1st Grade Teacher	Blackman Elementary
10	Anna Harris	ESL Teacher	Blackman Elementary
11	Jordan Pitts	1st Grade Teacher	Blackman Elementary
12	Jennifer Dowell	3rd Grade Teacher	Brown's Chapel Elementary
13	Jaclyn Ellis	ESL Teacher	Brown's Chapel Elementary
14	Ryleigh Harbin	2nd Grade Teacher	Brown's Chapel Elementary
15	Darci King	4th Grade Teacher	Brown's Chapel Elementary
16	Kristen Myers	Kindergarten Teacher	Brown's Chapel Elementary
17	Julie Wilson	ESL Teacher	Brown's Chapel Elementary
18	Katherine Beavers	Kindergarten Teacher	Cedar Grove Elementary
19	Stephanie Belcher	4th Grade Teacher	Cedar Grove Elementary
20	Karen Hayes	ESL Teacher	Cedar Grove Elementary
21	Lauren Johnston	1st Grade Teacher	Cedar Grove Elementary
22	Jessica Koehler	Kindergarten Teacher	Cedar Grove Elementary
23	Hanna McBroom	3rd Grade Teacher	Cedar Grove Elementary
24	Nicole Petersen	Special Education CDC Teacher	Cedar Grove Elementary
25	Alyssa Pitts	Library Media Specialist	Cedar Grove Elementary

26	Leah Sanchez	Title I Behavior Interventionist	Cedar Grove Elementary
27	Lonnette Sisler	ESL Teacher	Cedar Grove Elementary
28	Angela Barnes*	Assistant Principal	Christiana Elementary
29	Sara Cragg	5th Grade Teacher	Christiana Elementary
30	Mackenzie Borton	Kindergarten Teacher	Christiana Elementary
31	Rachel Henderson	1st Grade Teacher	Christiana Elementary
32	Samantha Lehew	2nd Grade Teacher	Christiana Elementary
33	Caroline Parker	2nd Grade Teacher	Christiana Elementary
34	Malorie Prince	1st Grade Teacher	Christiana Elementary
35	Alexis Saylor	2nd Grade Teacher	Christiana Elementary
36	Jennifer Thompson	School Counselor	Christiana Elementary
37	Jennifer Cummins	Kindergarten Teacher	David Youree Elementary
38	Jodi Del Cid	ESL Teacher	David Youree Elementary
39	Leticia Downing	School Counselor	David Youree Elementary
40	Amber Givens	Kindergarten Teacher	David Youree Elementary
41	Chelsea Hearing	Interventionist	David Youree Elementary
42	Hannah Morgan	Special Education Teacher	David Youree Elementary
43	Jessica Ping	Kindergarten Teacher	David Youree Elementary
44	Karessa Cunningham	4th Grade Teacher	John Colemon Elementary
45	Myra Elliott	Title I Instructional Coach	John Colemon Elementary
46	Kayla Millians	Kindergarten Teacher	John Colemon Elementary
47	Robert Rickert	Academic Interventionist	John Colemon Elementary
48	Keara Thiele	2nd Grade Teacher	John Colemon Elementary
49	Alexandria Wilson	Instructional Coach	John Colemon Elementary
50	Bethany Croslin	2nd Grade Teacher	Kittrell Elementary
51	Nicole Jordan	Kindergarten Teacher	Lascassas Elementary
52	Scarlett Mitchell	4th Grade Teacher	Lascassas Elementary
53	Amy Young	3rd Grade Teacher	Lascassas Elementary
54	Brian Carlson	Special education Teacher	La Vergne Lake Elementary
55	Kyna Mayes	Special Education Teacher	La Vergne Lake Elementary
56	Amee Mirskov	ESL Teacher	La Vergne Lake Elementary
57	Melissa Natter	Special Education CDC Teacher	La Vergne Lake Elementary
58	Ophelia Rodriguez	3rd Grade Teacher	La Vergne Lake Elementary
59	Emily Thompson	2nd Grade Teacher	McFadden School of Excellence
60	Lisa Bussell	1st Grade Teacher	Plainview Elementary

61	Katelyn Hand	2nd Grade Teacher	Plainview Elementary
62	Meghan Hill	2nd Grade Teacher	Plainview Elementary
63	Elizabeth Lyons	School Counselor	Plainview Elementary
64	Lori Taylor	1st Grade Teacher	Plainview Elementary
65	Emily Dailey	1st Grade Teacher	Rockvale Elementary
66	Amy Dewey	Kindergarten Teacher	Rockvale Elementary
67	Stephanie Kubeck	Special Education Teacher	Rockvale Elementary
68	Suzanne Payne	Music Teacher	Rockvale Elementary
69	McKenzie Rockwell	4th Grade Teacher	Rockvale Elementary
70	Hannah Vanzandt	Music Teacher	Rockvale Elementary
71	Emily Africano*	Kindergarten Teacher	Rocky Fork Elementary
72	Nathaniel Loveday	Physical Education Teacher	Rocky Fork Elementary
73	Nicole Nightingale	ESL Teacher	Rocky Fork Elementary
74	Tracy Porter	ESL Teacher	Rocky Fork Elementary
75	Andrea Spicer	4th Grade Teacher	Rocky Fork Elementary
76	Tina Yandall	ESL Teacher	Rocky Fork Elementary
77	Tina Brown	1ST Grade Teacher	Rock Springs Elementary
78	Jessica Kleeman	Pre-K Teacher	Rock Springs Elementary
79	Lisa Morgan	5th Grade Teacher	Rock Springs Elementary
80	Kelli Reagan	3rd Grade Teacher	Rock Springs Elementary
81	Melissa Ruckart	2nd Grade Teacher	Rock Springs Elementary
82	Hannah Thompson	School Counselor	Rock Springs Elementary
83	Kelly Wooters	4th Grade Teacher	Rock Springs Elementary
84	Amy Fahey	Kindergarten Teacher	Roy Waldron Elementary
85	Wendy Holt	1st Grade Teacher	Roy Waldron Elementary
86	Ashley Lavoie	Kindergarten Teacher	Roy Waldron Elementary
87	Deborah McClendon	Library Media Specialist	Roy Waldron Elementary
88	Sandra Sanabria	2nd Grade Teacher	Roy Waldron Elementary
89	Andrea Stafford	3rd Grade Teacher	Roy Waldron Elementary
90	DeJuana Wilbourn	2nd Grade Teacher	Roy Waldron Elementary
91	Steven Wright*	Assistant Principal	Roy Waldron Elementary
92	Jessica Aumack-Qadir	ESL Teacher	Smyrna Elementary
93	Raven Fiquett	3rd Grade Teacher	Smyrna Elementary
94	Sydney Holder	2nd Grade Teacher	Smyrna Elementary
95	Andrea Lovvorn	1st Grade Teacher	Smyrna Elementary

96	Ola Studdard	ESL Teacher	Smyrna Elementary
97	Gwendolyn Walker	RTI Interventionist	Smyrna Elementary
98	Michelle Walker	Special Education Teacher	Smyrna Elementary
99	Heather Blackburn	Music Teacher	Smyrna Primary
100	Jessica Farris	3rd Grade Teacher	Smyrna Primary
101	Laura Listovitch	5th Grade Teacher	Smyrna Primary
102	Alexandria Fifer	4th Grade Teacher	Stewarts Creek Elementary
103	Chad Hannah	3rd Grade Teacher	Stewarts Creek Elementary
104	Miranda Hickerson	Physical Education Teacher	Stewarts Creek Elementary
105	Andrea Smith	1st Grade Teacher	Stewarts Creek Elementary
106	Laura Thomas	Kindergarten Teacher	Stewarts Creek Elementary
107	Kara Beveridge	Special Education Teacher	Stewartsboro Elementary
108	Brittany May	Behavior Intervention Teacher	Stewartsboro Elementary
109	Chelsea McInturff	4th Grade Teacher	Stewartsboro Elementary
110	Courtney Miller	ESL Teacher	Stewartsboro Elementary
111	Kathryn Neal	Kindergarten Teacher	Stewartsboro Elementary
112	Ashlen Powles	Special Education Interventionist	Stewartsboro Elementary
113	Tammy Wheeler	Pre-K Teacher	Stewartsboro Elementary
114	Stefanie Edgell	1st Grade Teacher	Walter Hill Elementary
115	Amy Grisham	5th Grade Teacher	Walter Hill Elementary
116	Kaitlyn Leahew	2nd Grade Teacher	Walter Hill Elementary
117	Katherine Morrison	PreK CDC Teacher	Walter Hill Elementary
118	Emily Nichols	3rd Grade Teacher	Walter Hill Elementary
119	Michelle Kingston	Kindergarten Teacher	Wilson Elementary
120	David Tollett	Physical Education Teacher	Wilson Elementary

Middle Schools:

	Name	Position	School
121	Quentin D. Mastin	7 th Grade Social Studies Teacher	Blackman Middle School
122	Jennifer Marie Polston	6 th Grade ELA Teacher	Blackman Middle School
123	Kristin Marie Poplar	Special Education Teacher	Blackman Middle School
124	Christy Lynn Rivenbark*	6 th Grade Teacher	Blackman Middle School
125	Wintress Latrece Bennett	Special Education Teacher	Christiana Middle School
126	Inez M. Giannola	7 th Grade Math Teacher	Christiana Middle School
127	Sean Austin Kirkpatrick	7 th & 8 th Grade Social Studies Teacher	Christiana Middle School

128	Alexandra Meagen Koszalka	Gifted Teacher	Christiana Middle School
129	Rachel Sapp Lee	School Counselor	Christiana Middle School
130	Stephen Bradley Peden	Physical Education Teacher	Christiana Middle School
131	Samantha A. Reves	8 th Grade Math Teacher	Christiana Middle School
132	Edward Price Stallard	STEM Teacher	Christiana Middle School
133	Marci A. Turner	Assistant Principal	Christiana Middle School
134	Daniel Thomas Hawthorne	History Teacher	Daniel-McKee Alternative
135	Jeanette Elizabeth Kenyon	Librarian/Media Specialist	Daniel-McKee Alternative
136	Ryan Jeffrey Glidden	7 th Grade Social Studies Teacher	LaVergne Middle School
137	Colleen Michelle Jablonski	6 th Grade Social Studies Teacher	LaVergne Middle School
138	Melanie Joy Coleman	8 th Grade Math Teacher	Oakland Middle School
139	Katie Dillehay Creasy	Math Interventionist	Oakland Middle School
140	Teresa Jan Dougan	6 th Grade Social Studies Teacher	Oakland Middle School
141	Angela Renee Hughes	Assistant Principal	Oakland Middle School
142	Laura Lynne Swan	8 th Grade Math Teacher	Oakland Middle School
143	Brittany Michelle Wilson	Special Education Teacher	Oakland Middle School
144	Aaron Joshua Bronstein	School Counselor	Rock Springs Middle
145	Rachel Ann Dufault	Spectrum Teacher	Rock Springs Middle
146	Jaysen Narvel Gold	6 th Grade ELA Teacher	Rock Springs Middle
147	Sarah Suzanne Chambers	Drama/Theater Teacher	Rockvale Middle
149	Kyle Thomas Greene	Computer Literacy Teacher	Rockvale Middle
150	Rebecca Lynn Woods	6 th Grade Science Teacher	Rockvale Middle
151	Emily Kathryn Bird	8 th Grade Math Teacher	Rocky Fork Middle
152	Reginald Raulins Coleman	Band Teacher	Rocky Fork Middle
153	Sharon R. Cooley	6 th Grade Social Studies Teacher	Rocky Fork Middle
154	Charlotte Joann Chambers	7 th Grade Science Teacher	Siegel Middle
155	Camille Martinique Hester	8 th Grade Math Teacher	Siegel Middle
156	Howon Lee	ESL Teacher	Siegel Middle
157	Julie Mache Melton	7 th Grade Science Teacher	Siegel Middle
158	Sweetie J. Anand	ESL Teacher	Smyrna Middle
159	Joseph Matthew Brewer	Assistant Principal	Smyrna Middle
160	Caylie Rebecca Craig	7 th & 8 th Grade Science Teacher	Smyrna Middle
161	Jennifer Danley Ibrahim	6 th Grade Science & Math Teacher	Smyrna Middle
162	Alyssa Mae Porschakin	6 th Grade ELA Teacher	Smyrna Middle
163	Emily Hall Swafford	Band Teacher	Smyrna Middle

164	Candace D'Shawn Taylor	English Teacher	Smyrna West Alternative
165	Heather Dawn Wilson	Math Teacher	Smyrna West Alternative
166	Kristin Mullins Burford	7 th Grade ELA Teacher	Stewarts Creek Middle
167	Robin Wiglesworth Glascock	8 th Grade ELA Teacher	Stewarts Creek Middle
168	Brittany Nicole Belch Jerrell	Band Teacher	Stewarts Creek Middle
169	Jeffrey E. Priest	Exploratory Teacher	Stewarts Creek Middle
170	Makenzie Lauren Prince	Physical Education Teacher	Stewarts Creek Middle
171	Brent M. Shelton	7th Grade Science Teacher	Stewarts Creek Middle
172	Hanna Mari Spence	Special Education Teacher	Stewarts Creek Middle
173	Brenda Michelle Duke	Band Teacher	Thurman Francis Arts
174	Brooke Campbell Feris	2 nd Grade Teacher	Thurman Francis Arts
175	Mark J. Gonyea	Principal	Thurman Francis Arts
176	Emily Grace Gill	School Counselor	Thurman Francis Arts
177	Heather Marie Calvert	Math Interventionist	Whitworth-Buchanan Middle
178	Joshua Caleb Picklesimer	7 th Grade Social Studies Teacher	Whitworth-Buchanan Middle

High Schools:

	Name	Position	School
179	Gregory D. Boyce	Chemistry Teacher	Blackman HS
180	Janet Holly. Cunningham	English Teacher	Blackman HS
181	Susan Lynn Drescher*	Math Teacher	Blackman HS
182	Andrew Nolan Feyka	English Teacher	Blackman HS
183	Robert N. Fortel	CTE - Computer Repair Teacher	Blackman HS
184	Bradley J. Frasier	Personal Finance Teacher	Blackman HS
185	LaTonya Maggaleane Jones	Health Science Teacher	Blackman HS
186	Leslie D. Mertz	CTE - Teach as a Profession Teacher	Blackman HS
187	Stephen D. Parkhurst	CTE - Criminal Justice Teacher	Blackman HS
188	Brandi Lee. Parsell	Math Teacher	Blackman HS
189	Marilyn Elizabeth Roberts	CTE - Marketing Teacher	Blackman HS
190	Amanda Spence Schneider	School Counselor	Blackman HS
191	Melinda Ann Fleischer*	Math Instruction Specialist	CO – Curriculum & Instruction
192	Kristian Marie Danko	ESL Specialist	CO - ESL Department
193	Jody Myers Moore	ESL Title III Facilitator	CO - ESL Department
194	Ashley H. Toombs*	ESL Data Specialist	CO - ESL Department

195	Ashley Watts Carlson	Speech Language Pathologist	CO - SPED Department
196	Madison Elizabeth Clark	Speech Language Pathologist	CO - SPED Department
197	Tracy Hulse Harris	Speech Language Pathologist	CO - SPED Department
198	Kerri Handley Harrison	School Psychologist	CO - SPED Department
199	Kathy A Lindlau*	Compliance Liaison	CO - SPED Department
200	Lucy Estes Long	Speech Language Pathologist	CO - SPED Department
201	Jevetta Latrice Mitchell*	Speech Language Pathologist	CO - SPED Department
202	Rachael Noel Wrye	School Psychologist	CO - SPED Department
203	Courtney Linea Brown	Gifted Supervisor	CO – SPED Department
204	Jacob Anthony Harper	History Teacher	Central Magnet School
205	Laura Lynn Roland	English Teacher	Central Magnet School
206	Mahsa Marjorie P. Way-Kiani	Music & String Teacher	Central Magnet School
207	John D. McClaran	Physical Education Teacher	Eagleville School
208	Jill Greenfield Ethridge	Math Teacher	Holloway HS
209	Sher Macha Hernandez	Graduation Coach	Holloway HS
210	Haydee De La Martinez	Spanish Teacher	Holloway HS
211	Pamela M. Hammond	Math Teacher	LaVergne HS
212	Andrea Elaine Morris	History Teacher	LaVergne HS
213	Brooke Nicholson Quadrini	Biology Teacher	LaVergne HS
214	Rebecca G. Benson*	Special Education Teacher	Oakland HS
215	Bridget Anne Carlson	English Teacher	Oakland HS
216	Zoe Isabel Gillespie	Math Teacher	Oakland HS
217	Carol Elizabeth Keener	Instructional Coach	Oakland HS
218	Caitlin Faulk Laliberte	CTE - Agriculture Teacher	Oakland HS
219	Samantha Leigh Morton	Spanish Teacher	Oakland HS
220	Tiffany Lee Smith	CTE - Health Science Teacher	Oakland HS
221	Lesley Faye Sweeton	English Teacher	Oakland HS
222	Eric Juston Vetetoe	Personal Finance Teacher	Oakland HS
223	Sara Elizabeth Young	Physical Science Teacher	Oakland HS
224	Susan Louise Campbell	Math Teacher	Riverdale HS
225	LeBrian McGill	Business/Sociology Teacher	Riverdale HS
226	Ashley Danielle Coutta	CTE - Agriculture Teacher	Riverdale HS
227	Candice Marie Walls	ESL Teacher	Riverdale HS
228	Tia Marie Arceneaux*	English Teacher	Rockvale HS

229	Ashley Leann Elliott	CTE – Agriculture Teacher	Rockvale HS
230	David Vefingo Matikke II	Wellness/Physical Ed. Teacher	Rockvale HS
231	James Joseph Nelson	Drivers Education Teacher	Rockvale HS
232	Cody Jacob Patterson	English Teacher	Rockvale HS
233	Gregory E. Rains	Special Education Teacher	Rockvale HS
234	Kirstie Jones Boutwell	CTE - Health Science Teacher	Siegel HS
235	April Patrice Brown	Special Education Teacher	Siegel HS
236	Emily Staats Gulledge	CTE - Business Teacher	Siegel HS
237	Gregory Scott Myers	CTE - Aviation Teacher	Siegel HS
238	Paul T. Roland	Physics Teacher	Siegel HS
239	Ann Smythe Winn*	Gifted Teacher	Siegel HS
240	Jennifer L. Brittain	CTE - Criminal Justice Teacher	Smyrna HS
241	Christina Neramith Fongnaly	ESL Teacher	Smyrna HS
242	Caroline Renee Huff*	CTE - Business Teacher	Smyrna HS
243	Raymond Anthony Minardi	French Teacher	Smyrna HS
244	Ann Britton Norton	CTE - Fashion Design Teacher	Smyrna HS
245	Deborah Nichole Bellenfant	English Teacher	Stewarts Creek HS
246	Casey Ray Lawrence	Assistant Principal	Stewarts Creek HS
247	William Tucker Webb	Art Teacher	Stewarts Creek HS
248	Christina L Williams	CTE - Auto/Collision Teacher	Stewarts Creek HS

*Reinstating tenure



Proposed Course of Action

Next Steps for Necessary Blackman Road School Campus Traffic Improvements

Background Summary

Murfreesboro Staff met with Rutherford County School design and construction team representatives on March 26, 2024, to review the Blackman Road School Campus Traffic Impact Study dated February 22, 2023, prepared by Burch Transportation in collaboration with Collier Engineering for Rutherford County Schools.

Initial terms of a cost-sharing proposal, involving short-term intersection improvements, were discussed to mitigate the public safety concerns posed at these intersections with future projected traffic trips.

Based on subsequent internal discussions, City staff determined that in order to construct the improvements and have them completed prior to a fall 2025 school opening, the optimal path forward is to allow the County to assume responsibility for improving the Baker Rd. and Blackman Road intersection while the City moves forward with engineering design and construction improvements for the Blackman Rd., Burnt Knob Rd. and Manson Pike intersection. Funding of engineering design, right-of-way and easements, inspection and construction costs would be the responsibility of each party at the respective intersection.

The Problem identified by the Traffic Impact Study – Public Safety/Unacceptable Level of Service (Note: the Traffic Impact Study, or TIS, modeled both Elementary and Middle School campuses and were assumed to be on-line and accepting students, so no intermediate traffic movements, counts, or projections involving just the Elementary school being online are available).

1. Projected 2028 AM Peak hour left turns from Blackman Rd onto Manson Pike will go from 226 movements to 620 movements and create an 813.5 second (13.6 minute) control delay (Note: > 50 second control delay is considered a level of service (LOS) F at an unsignalized intersection).
2. Projected 2028 AM Peak hour left turns from Blackman Rd. onto Baker Rd. will go from 254 movements to 641 movements and create a 395.3 second (6.6 minutes) control delay (LOS F).

The City considers the 13.6- and 6.8-minute left turn control delays to be both public safety issues and unacceptable traffic delays for motorists.

The Engineering Solution – Short-term Intersection improvements:

1. Improve and signalize Baker Rd. and Blackman Rd. intersection to accommodate 3-lanes with a minimum 15 car stacking northbound on Baker Rd. (See attached concept exhibit 1).
2. Widening and signalization improvements at Blackman Rd., Burnt Knob Rd. and Manson Pike intersection to accommodate 5-lanes (See attached concept exhibit 2).

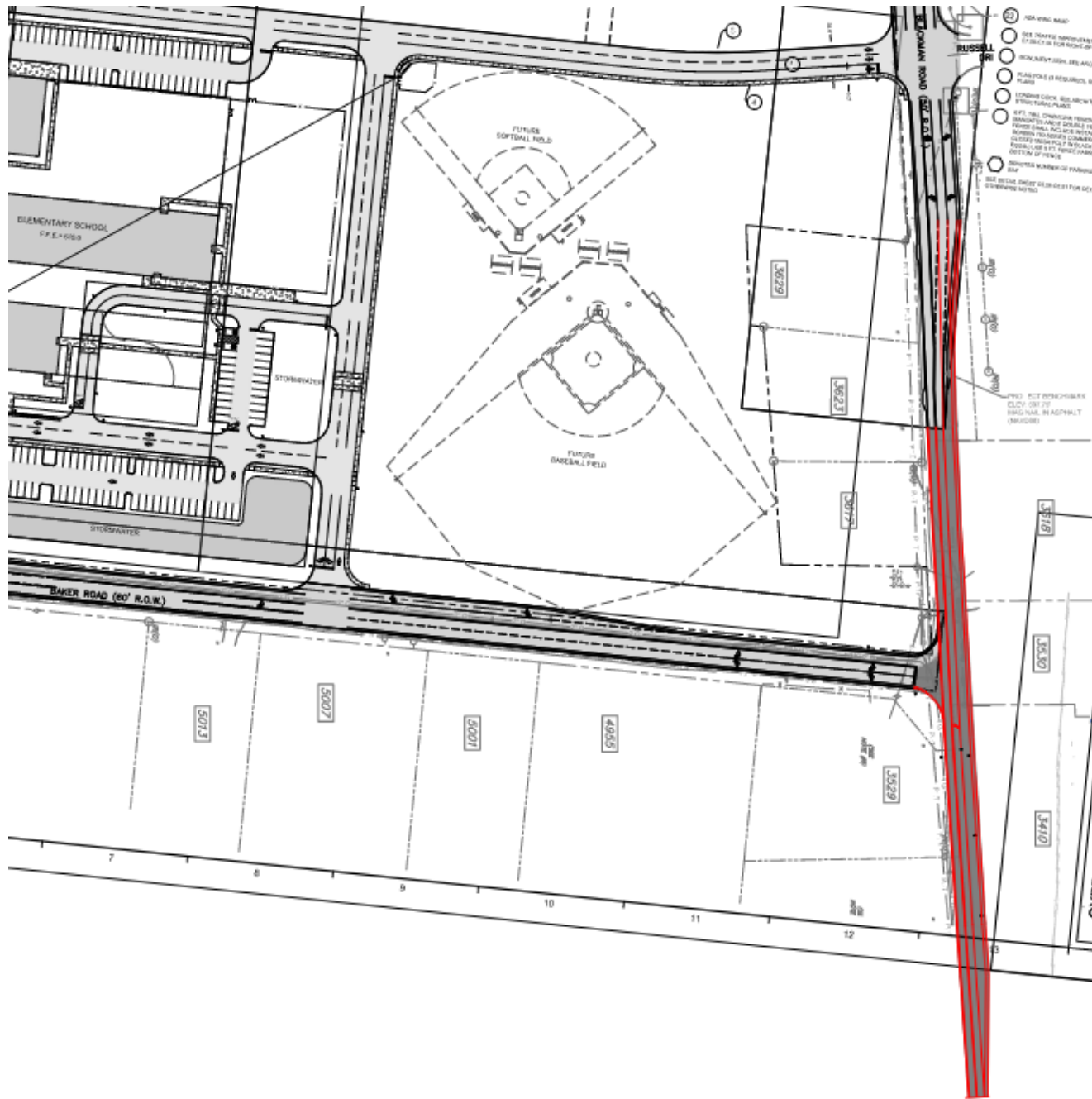
Proposal for Short-term Intersection improvements:

1. The intersection improvements involving Baker Rd. and Blackman Rd. are proposed as a 100% expense to be funded by the County.
2. The intersection improvements involving Burnt Knob Rd., Blackman Rd., and Manson Pike are proposed as a 100% expense to be funded by the City.
3. Time is of the essence and design and construction of these short-term improvements must start immediately to meet a fall 2025 deadline to open the elementary school.
4. All related costs categories are to be borne by each party, including, but not limited to engineering, surveying, inspections, testing, utility fees/relocation, construction, and Right-of-way.

Next Step – Execute an amended development agreement pursuant to which the County would agree to construct the Baker Rd. and Blackman Rd. intersection improvements consistent with concept exhibit 1 attached, while affording the City plans review and approval authority given the expectation that it will operate and maintain the signal at this intersection in the future.

A historical background and reference information sheet is attached to demonstrate past successful partnerships and to put this proposal in the proper context with the City’s 2040 major thoroughfare plan and other development participation in the area.

Concept Exhibit 1



Concept Exhibit 2

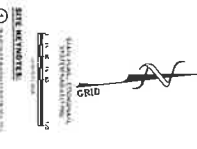
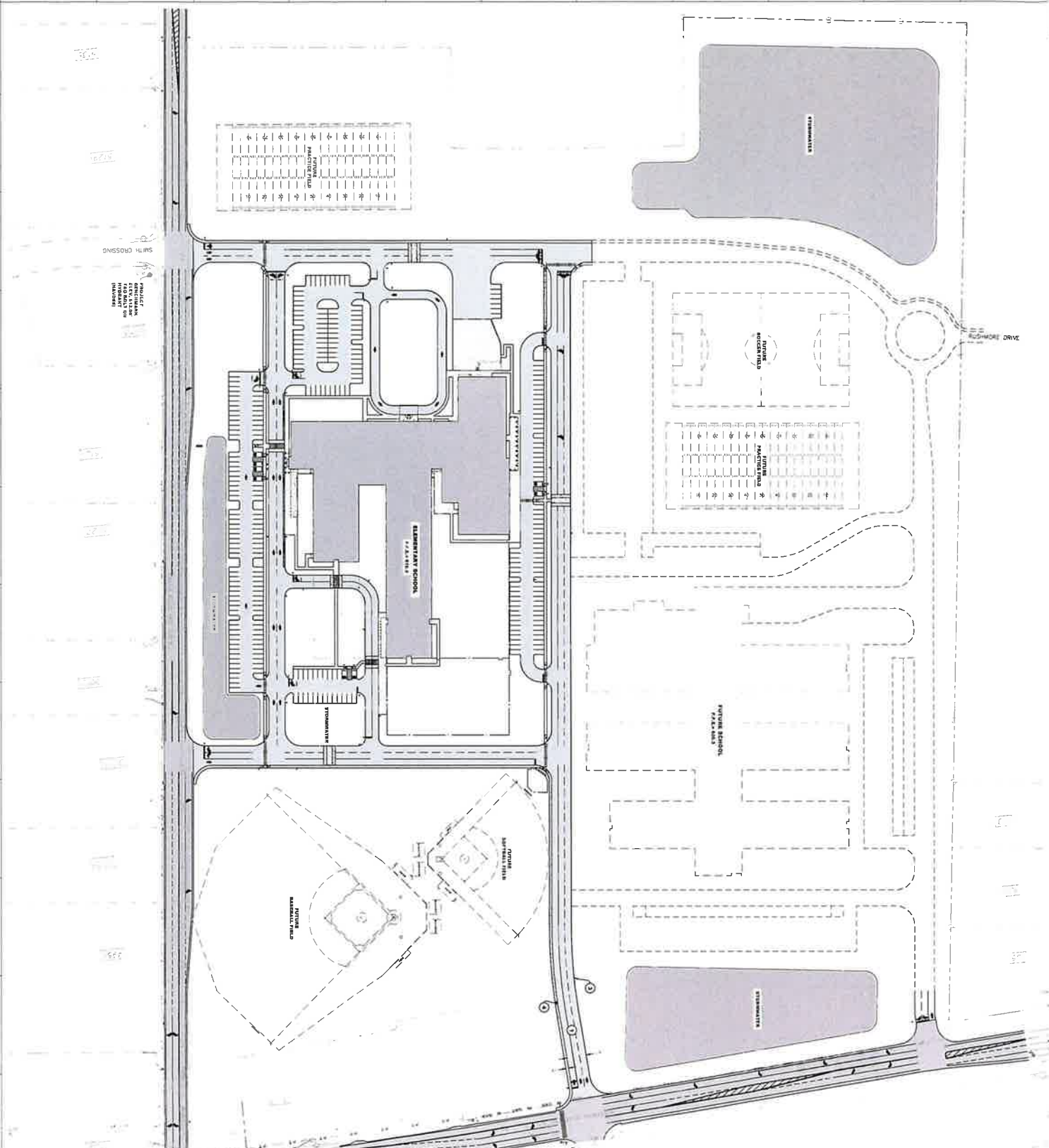


Historical Background and Reference Information

- Previous precedents in City/County Cost-sharing for school roadway improvements:
 - Siegel Road improvements from Thompson Lane to Sulphur Springs – 31% Murfreesboro funding and 69% Rutherford County funding.
 - Fortress Blvd. and Blaze Dr. Roadway Construction – 24% Murfreesboro funding and 76% Rutherford County funding.
- Previous precedents for City/County/TDOT coordination of improvements in the Blackman Area:
 - The City of Murfreesboro, Rutherford County, and TDOT jointly funded the construction of the Veterans Parkway-I-840 Interchange, the roadway improvements between Burnt Knob Road and Franklin Road (SR 96), and the realignment of Blackman and Shores Roads
 - The City of Murfreesboro and TDOT jointly funded the installation of interchange lighting and interchange ramp signalization at Veterans Parkway I-840 Interchange.
- Framing the proposed short-term improvements costs with the City's mid- and long-term 2040 major thoroughfare improvement costs for the area:

The City of Murfreesboro estimates the future roadway improvement costs for this area to be:

 - Blackman Rd. be constructed as a 5 Lane Roadway (portion of mid-term improvement #11); Estimated Project Cost – \$34,000,000
 - Burnt Knob Rd./Manson Pike to be constructed as a 5 Lane Roadway (portion of long-term improvement #2); Estimated Project Cost – \$29,000,000
 - Baker Rd. be constructed as a 3 Lane Roadway (portion of mid-term improvement #12); Estimated Project Cost - \$5,200,000
 - Total mid- and long-term roadway improvements costs estimated at \$68.2 million.
- Requiring Developers to participate in improvements:
 - The City of Murfreesboro required the Developer of Shelton Square to construct turning lane improvements on both Blackman Road and Florence Road during the development of the subdivision.
 - The City of Murfreesboro required roadway realignment, turning lane, and signalization improvements on Westlawn, Blackman/ Shores, and Veterans Parkway with the development of the mixed-use Westlawn project.
 - The City of Murfreesboro is requiring turning lane improvements for The Villages, a proposed mixed-use development on Blackman Road and fees in lieu of construction for traffic signal on Blackman Road and Manson Pike.
 - The City of Murfreesboro requires impact fees for public road/transportation improvements for developments.
 - Rutherford County required the Developer of Smith Farms on Blackman Road to construct turning lane improvements during the development of the subdivision.



- SEE ATTACHED:**
- 1. 100' X 100' GRID
 - 2. SITE PLAN
 - 3. CONCEPTUAL LANDSCAPE ARCHITECTURE
 - 4. CONCEPTUAL PAVING PLAN
 - 5. CONCEPTUAL LIGHTING PLAN
 - 6. CONCEPTUAL IRRIGATION PLAN
 - 7. CONCEPTUAL TRAILER PLAN
 - 8. CONCEPTUAL SIGNAGE PLAN
 - 9. CONCEPTUAL SECURITY PLAN
 - 10. CONCEPTUAL FENCE PLAN
 - 11. CONCEPTUAL BIENNE PLAN
 - 12. CONCEPTUAL BENCH PLAN
 - 13. CONCEPTUAL PLAYGROUND PLAN
 - 14. CONCEPTUAL SOFTBALL FIELD PLAN
 - 15. CONCEPTUAL PARKING PLAN
 - 16. CONCEPTUAL DRIVEWAY PLAN
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OVERALL SITE LAYOUT



BATEY ELEMENTARY SCHOOL
RUTHERFORD COUNTY

GMC # ANAS230028

C1.00

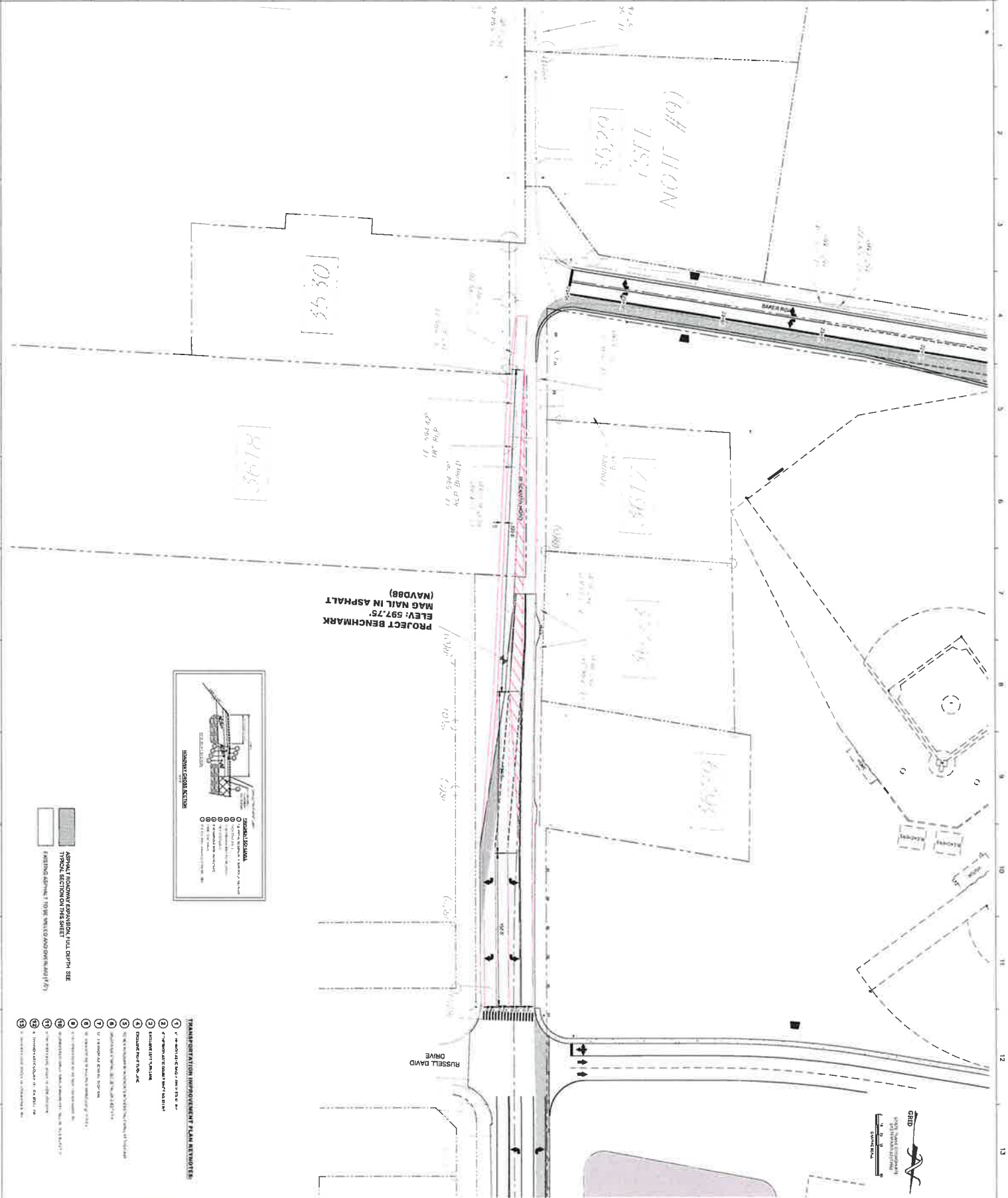


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35	07/20/23
36	07/20/23
37	07/20/23
38	07/20/23
39	07/20/23
40	07/20/23

BINKLEY GARCIA
Architecture & Interior Design

1175 West End Avenue, Suite 420
Rutherford, NJ 07070
Tel: 908.271.7241
Fax: 908.271.7242
www.binkleygarcia.com





TRANSPORTATION IMPROVEMENT PLAN

BATEY ELEMENTARY SCHOOL
RUTHERFORD COUNTY

C7.04



GMC # ANAS230028



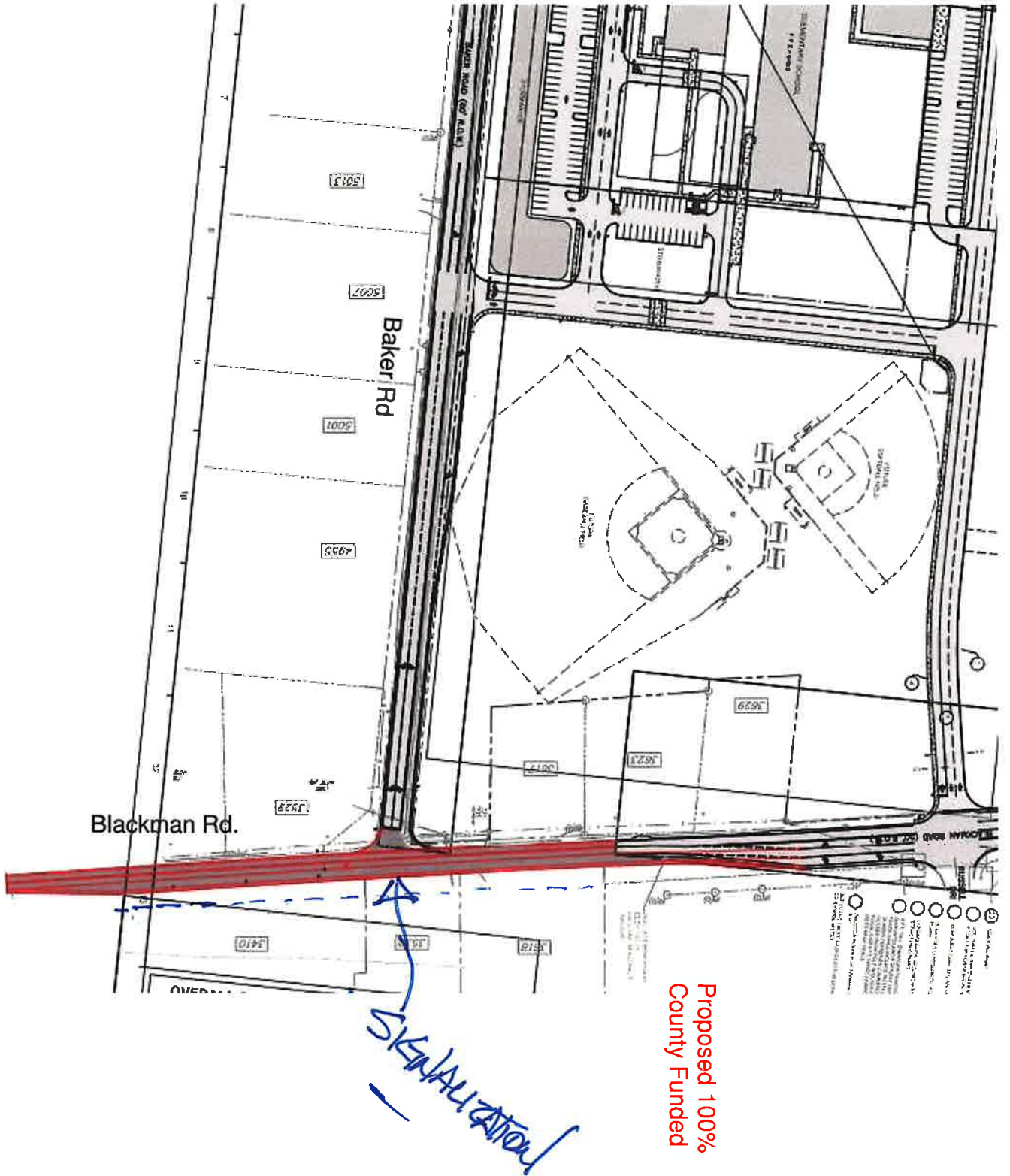
NO.	DESCRIPTION	DATE
1	ISSUE DATE	12-08-2023

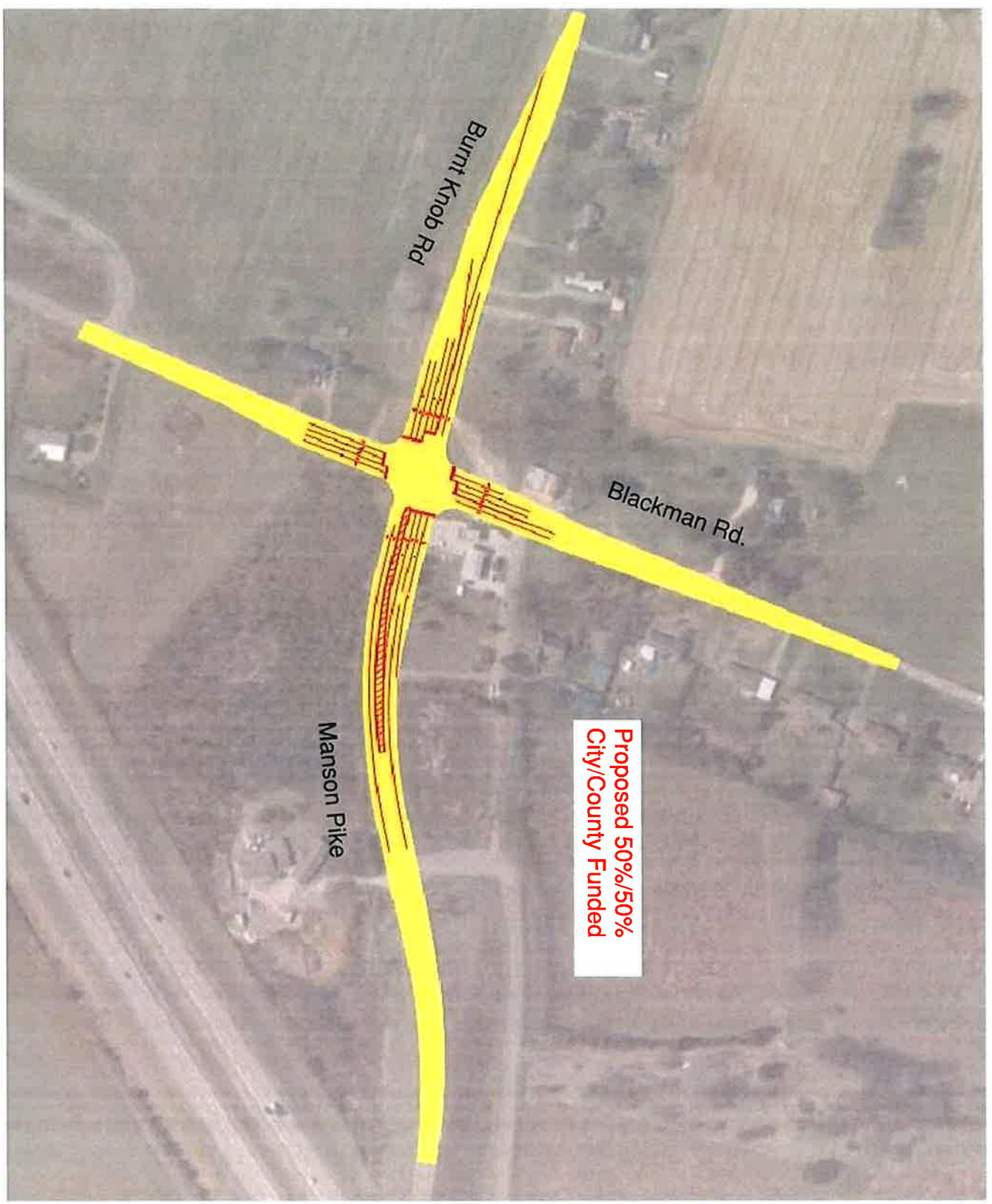
BINKLEY GARCIA

Architecture & Interior Design

1110 Belmont St. Nashville, TN 37203
Nashville, Tennessee 37203
615.259.1111
GARCIA@BINKLEYGARCIA.COM







Burnt Knob Rd

Blackman Rd.

Manson Pike

Proposed 50%/50%
City/County Funded

**DEVELOPMENT AGREEMENT
FOR SEWER SERVICE TO PROPERTY OUTSIDE THE CITY LIMITS**

THIS DEVELOPMENT AGREEMENT (“Agreement”) by and among the CITY OF MURFREESBORO, a Tennessee municipal corporation (the “City”), acting by and through its Water Resources Department (the “Department”), the RUTHERFORD COUNTY BOARD OF EDUCATION, (the “Developer”), and RUTHERFORD COUNTY is entered into as of the last signature date to appear below.

RECITALS

- A. Developer is improving certain property that is located at 1008 John Locke Lane, Murfreesboro, TN and which is designated as a portion of tax parcel number 071-030.00 (the “Property”).
- B. The Property is located outside the current boundaries of the City, and Developer desires to develop the Property as a school complex.
- C. Developer desires that the Department provide sanitary sewer service (“Service”) to the Property.
- D. Developer is willing to construct, inspect, and maintain a private sanitary sewer system (the “Private Facilities”) on the Property up to the point where the Private Facilities connect to the Department’s public system at an approved location at a capacity required to serve the school complex on the Property.
- E. The Department is willing to provide Service to the Property upon its review and acceptance of properly designed and installed infrastructure that the Department in its sole discretion determines is adequate and appropriate to properly handle the Service and that will not have a detrimental impact on the services provided to other Department customers or the financial condition of the Department.

AGREEMENT

For and in consideration of the mutual benefits accruing to each party hereinafter set forth, the parties hereto agree as follows:

1. Project Engineering. Developer will retain the services of qualified civil and plumbing engineering consultants licensed in the State of Tennessee to design the sanitary sewer service, mainlines, road improvements, and all other related facilities (the “Project”) for the Development.

1.1 Plans and specifications prepared by Developer’s engineer must conform to all applicable statutes, codes, regulations, and criteria, including, but not limited to, the latest edition of: the Department’s Standard Specifications for Construction; the Department’s Policies, Procedures & General Design Requirements; the State of Tennessee Design Criteria for Sewage Works, 2018 International Plumbing Code (as amended by the City and set forth in Chapter 23 of the Murfreesboro City Code), Chapter 33 of the Murfreesboro City Code; and any other sewer requirement applicable to the Project as determined by the Department or the State (“Project Standards”).

1.2 Developer shall commission a Traffic Impact Study for the Project which shall include in

its scope, at a minimum, the areas of Blackman Road and Baker Road, with the length of each road studied to be based upon the reasonable judgment of the engineer/firm performing the Traffic Impact Study.

Done &
Request in
December

1.3 Developer must coordinate all sewer designs with the Department Engineer and/or City Engineer, as appropriate, and submit the design for review and approval to the Department Engineer for not less than a two-week period for review; provided, however, the Department's and the City's workload may require additional review time. *No work may begin on any portion of the Project that pertains to the Private Facilities prior to Department/City review and approval of Developer's required submissions.*

1.4 Submissions for review must be complete and contain at a minimum:

- a. All materials specifically requested by the Department;
- b. Master plans;
- c. Engineering reports;
- d. Preliminary surveys;
- e. Waste plumbing plans to meet all Fats, Oils and Grease (FOG) requirements.
- f. Gravity sewer service and mainline plans to include sewer pump station and force main;
- g. Detailed site plans;
- h. Traffic Impact Study for the Project and road improvement plans;
- i. Sewer main profiles and a detailed survey layout of the sewer which includes the field location of an appropriate benchmark(s), location of sewer manholes, preparation of sewer line cut sheets;
- j. Detail sheets;
- k. Project specifications;
- l. Hydraulic calculations; and
- m. Full cost estimates/take-offs.

No
Issue

1.5 Developer must timely inform the Department of any material changes to the plans after approval and any field changes which would materially affect the design.

NO
Issue

1.6 Developer acknowledges that the Department's approval of the Private Facilities is solely for the purpose of providing sewer service to the buildings and other facilities referenced in Developer's submissions to the Department. Developer agrees that it will not connect the Private Facilities to any building or other facility not proposed in Developer's submissions to the Department without the review and approval of the designs for such additional buildings, facilities, and/or connection(s) by the Department. Developer further agrees to submit the documents requested by the Department as part of such additional review-and-approval process.

2. Construction & Inspection.

- 2.1 The Department must be allowed to inspect all sewer construction and witness all testing related to plumbing, FOG interceptors, gravity sewer service lines, gravity sewer mains, sewer pump station, and force main.
- 2.2 Developer, at its sole expense, is responsible for construction of the Private Facilities in conformity with the Standards, the plans and specifications submitted to and approved initially by the Department but ultimately by the Tennessee Department of Environment and Conservation; the Department will not accept or connect the Private Facilities, or any parts thereof, that do not comply with all requirements.
- a. Connections of the new construction to existing sanitary sewer may be performed by the Department at the Department's option, the cost of which will be paid by Developer to the Department.
- b. The Department may require prepayment of estimated costs for labor and materials performed or provided by the Department.
- 2.3 Developer must maintain erosion barriers and take other steps to prevent the erosion and tracking of materials from the site onto adjoining parcels, streams, and public right-of-way.
- 2.4 Additionally, Developer is solely responsible for:
- a. Obtaining all permits from other governmental agencies and utilities; no charge or fee set forth herein incorporates any permit or other fees required by other governmental agencies, and/or utilities;
- b. Obtaining bids and award of contracts for construction of the accepted design;
- c. Preparation, verification, approval, and payment of periodic payment requests made by Developer's contractor; and
- d. Obtaining any off-site easements and/or rights-of-way that may be required.
- 2.5 Developer may be required as a condition for the provision of Service to transfer or provide certain easement rights to the City, as reasonably determined by the Department and Developer, to or over certain portions of the Property. If the easements require dedication to the City for the public benefit with attendant rights and duties allocated between the parties., the Developer will, at Developer's expense, provide the Department with legal descriptions, exhibits, or other title information for any required documents, and such legal documents will be prepared by the City Legal Department and approved as to form by the City Attorney and the attorney for the Developer.

2.6 Coordination.

- a. If the Property is located within the service area of Consolidated Utility District ("CUD"), Developer must coordinate all water line design, hydraulics, and installation with CUD.
- b. Developer is solely responsible for coordination of its construction activities with other utilities.
- c. Developer is solely responsible for securing approval of the County, or State, as

Done
Not in city

No issue

Jeff Reed

Done

appropriate, for any construction activity that may affect a roadway or right of way, and Developer agrees at all times to properly mark the construction area with barriers, barricades, fences, guards and flagmen as required by the *Manual on Uniform Traffic Control Devices*, Part 6 (“MUTCD”) and undertake any other measure necessary, prudent, or recommended to minimize the danger to the public, all of which are incorporated into and considered by the parties to be part of the Project Standards.

- (i) On streets which are not barricaded to block all traffic, Developer agrees to place and maintain a drum type barricade as described in MUTCD, stabilized with sandbags, on each manhole cover and/or casting which extends more than two inches above the existing street surface.
- (ii) Without limiting Developer’s obligation to conform with all provisions of MUTCD, Developer agrees to place and maintain signs as provided in Part 6 of the MUTCD.

2.7 Private Facilities Operation & Maintenance.

Take
will be like
others

- a. Developer shall be required to provide for the long-term operation, maintenance, and repair of the Private Facilities and further ensure that the Private Facilities remains in proper working condition, all at Developer’s sole expense.
- b. Developer shall be required to maintain the Private Facilities by employing a State of Tennessee Licensed Collection System Operator to keep the system in good working order.
- c. Developer shall install a remote monitoring system acceptable to the Department on the pump station serving the Private Facilities. The Department will bear the cost of the monthly service for the monitor; however, the licensed collection system operator shall be notified of all alarms associated with the station.
- d. The Department shall have the right to enter the Property at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the Private Facilities and its appurtenances. By arrangement with Developer, the Department may install and maintain equipment to monitor the performance of the Private Facilities. Developer shall be solely responsible for the costs associated with any necessary flushing or other maintenance/repair operations by the Department.
- e. If the Department finds that Developer has not maintained the system, the Department may order Developer to make repairs to bring the system up to standards. If the work is not performed within the time specified by the Department, Developer understands and agrees that the Department may enter the Property and take steps necessary to repair or maintain the Private Facilities.
- f. Neither the City nor the Department shall be obligated to maintain or repair the Private Facilities, and this Agreement shall not be construed to impose any such obligation on the City and/or the Department.
- g. If the City and/or the Department incur expenses in repairing or maintaining the Private Facilities, and Developer fails to pay the City and/or the Department for the above

expenses within 45 days of a written notice, the City and/or the Department may collect said expenses from Developer through appropriate legal action, and Developer shall be liable for the reasonable expenses of collection, including court costs and attorney's fees.

- h. To the extent permitted by applicable law, Developer hereby releases the City, its officers, agents or employees, for any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the City from the construction, presence, existence, maintenance, operation, or failure of the Private Facilities subject to this Agreement. In the event a claim is asserted against the City, or its officers, agents, or employees, the City shall notify Developer, who shall defend at Developer's expense any suit based on such claim. If any judgment or claim against the City, or its officers, agents or employees, shall be allowed, Developer shall pay all reasonable costs and expenses in connection therewith. The City will not indemnify, defend or hold harmless in any fashion Developer from any claims arising from any failure, regardless of any language in any attachment or other document that Developer may provide.
- i. Other than providing an access point for Service to the public sewer to Developer at an approved location, the Department shall have no responsibility for or liability in connection with the supply of water or the proper operation of the Private Facilities for the Property.
- j. Developer represents, warrants, and confirms, and the City acknowledges, that the Private Facilities described and/or contemplated herein are and shall remain the private and separate property of Developer, shall not be considered property of the Department or the City, and shall not be deemed integrated into the Department's system. No parties other than Developer, and for no other purpose than for the servicing of the Property and schools constructed thereon, shall be allowed to use or benefit from the Private Facilities without the express written consent of the City, said consent to be at the City's sole discretion without regard to reasonableness or other standards. To ensure sufficient capacity is maintained in the Private Facilities for the Developer's needs, the City shall not permit any other person or entity other than the Developer to use or benefit from the Private Facilities without the express written consent of Developer.
- k. Developer shall, at its sole expense, relocate any portion of the Private Facilities as may be required from time to time for roadway or other public improvements, and/or reimburse City for design, inspection, and relocation expenses for the Private Facilities in conjunction with any future roadway or other public improvement.

3. Charges and Fees.

3.1 Developer will pay to the Department, prior to construction, standard sewer connection fees of \$24 per student and any special sanitary sewer assessment district fees. $135 = 27,240$

3.2 The Department will inspect the Project for compliance with the final plans and specifications and Developer will pay to the Department a resident inspection fee of \$1.00 per linear foot based on actual footage of sewer installed, to include plumbing, gravity sewer service, gravity sewer main and sewer force main.

4. Road and Traffic Improvements.

Done 4.1 The City represents, and Developer acknowledges, that Blackman Road and improvements thereto form a part of the City's 2040 Major Transportation Plan. Improvements to Blackman Road include, without limitation, widening of portions of the existing road and connection with a future interchange with Interstate 24. In acknowledgment thereof, Developer agrees to dedicate fifty feet (50') along the edge of the Property adjacent to Blackman Road as right-of-way for the purpose of road widening. In the event a greater amount of right-of-way or easement interest is required to widen and otherwise improve Blackman Road for slope easements, drainage easements or temporary construction easements, Developer shall cooperate in good faith with Rutherford County and/or the City to grant the same for no payment to the Developer so long as the additional area does not interfere with utilities for the schools for the Property or the Developer's reasonable use of the Property.

Done 4.2 When the Developer constructs a school on the Property, the Developer agrees to construct left and/or right turn lanes on Blackman Road and/or Baker Road for any schools built on the Property with entrances on said roads. The Developer and City acknowledges that the Traffic Study conducted by Developer is based on both an elementary and middle school being located on the Property, and that the schools are not likely to be constructed at the same time. Accordingly, the Property may be developed in phases and certain road improvements may not be completed until two schools are constructed on the Property. The Developer agrees that before the opening of a second school on the Property, the Developer will have constructed all the short-term road improvements, as well as any improvements for internal traffic circulation, recommended in the Traffic Impact Study for the Property.

Done 4.3 Developer shall construct any necessary improvements for Baker Road in Developer's reasonable discretion; provided, however, that at a minimum, Developer shall construct left- and right-turn lanes at the terminus of Baker Road at its intersection with Blackman Road.

I do not Agree-But He signed 4.4 Developer acknowledges that the City will not approve the connection of the Private Facilities serving the second school constructed on the Property to the Department's public force main until the construction on the road improvements described in section 4.2 and 4.3 have been substantially completed.

5 **Compliance with Other Laws.** Compliance with the Agreement and the City's other applicable development regulations shall not excuse Developer from complying with all applicable regulations and requirements of Rutherford County and the State of Tennessee.

6 **Outside Rates.** Developer understands that the rate for sewer service to properties outside the City limits are higher than for service to properties inside the City limits; Developer agrees to pay the rate as established and amended from time to time by the City Council.

7 **Indemnification.** Developer will be responsible for any and all claims arising from or associated with Developer's acts and omissions or those of Developer's engineers, contractors, partners, officers, employees, consultants, agents, invitees, or other affiliates, associates, or permitted or non-permitted parties.

8. **Notice.** Notifications required under this agreement must be sent first class mail or hand delivered to the following addresses and will be deemed to have been delivered upon receipt:

If to the City:

Murfreesboro Water Resources Department
Engineering Annex
220 N.W. Broad Street
P.O. Box 1477
Murfreesboro, TN 37133-1477

With a copy to:

City of Murfreesboro
Attn: City Attorney
111 W. Vine St.
Murfreesboro, TN 37130

If to Developer:

Rutherford County Board of Education
Contact: Dr. James Sullivan
Address: 2240 Southpark Drive
Murfreesboro, TN 37128
Phone: 615-893-5812
Email: sullivanja@rcschools.net

With a copy to:

Contact: Jeff Reed
Address: 16 Public Square N
Murfreesboro, TN 37130
Phone: 615-893-5522
Email: jreed@mborolaw.com

If to County:

Rutherford County, Tennessee
County Mayor's Office
One Public Sq.
Room 101
Murfreesboro, TN 37130

9. **Covenants Run with the Land.** All obligations and undertakings of Developer shall be deemed to be covenants running with the land and shall be fully binding on all successors and assigns of Developer.

10. **Miscellaneous.** In the event either party breaches the terms of this Agreement, the Court may award the prevailing party reasonable attorney's fees and court costs associated with enforcement of the Agreement in addition to any other relief either party is entitled. This instrument constitutes the entire agreement of the parties notwithstanding any prior statements, understanding, or agreements, and it may be amended only in writing acknowledged by authorized agents of each of the parties. This Agreement may not be assigned by either party without the express consent of the other and is binding upon the parties hereto, their heirs, successors, and assigns. This Agreement may only be interpreted under and subject to the laws of the State of Tennessee. The venue for resolution of any dispute is solely Rutherford County, Tennessee and the parties hereby waive all rights to a trial by jury.

11. Rutherford County joins in the execution of this Agreement for the sole purpose of consenting to the terms of the Agreement.

IN WITNESS WHEREOF, the parties sign this Agreement on the day and year last written below.

RUTHERFORD COUNTY BOARD OF EDUCATION

CITY OF MURFREESBORO

By: 
Signature

By: 
Signature

Tammy Sharp
Print Name

SHANE MCFARLAND
Print Name

Its: Chairman

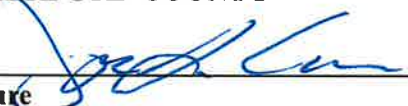
Its: MAYOR

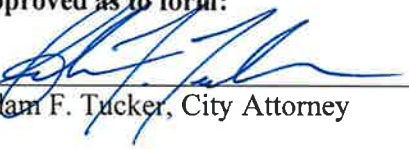
Date: May 11, 2023

Date: MAY 10, 2023

RUTHERFORD COUNTY

Approved as to form:

By: 
Signature


Adam F. Tucker, City Attorney

Joe S. Com
Print Name

Its: County Mayor

Date: 5/11/2023

APPROVED BY:

Murfreesboro City Council MAY 10, 2023

Rutherford County Board of Education May 11, 2023

Rutherford County Commission MAY 11, 2023



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

Licenses

License Term – 60
 Months

Third Party Services- Alpha \$43,750.00

Third Party Services Credit- Alpha (\$43,750.00)

Shipping and Handling \$1,272.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$5,651.10

First Year Payment \$64,883.10

Payments Beginning Year Two \$63,611.10

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



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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.



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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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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: _____