

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

**SEPTEMBER 21, 2023
5:30 P.M.**

AGENDA

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

Recommended Motion - to approve the agenda as presented.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: Sept. 5, 2023, Special Called Board Meeting Minutes**
- B. Minutes: Sept. 7, 2023, Board Meeting Minutes**
- C. Community Use of Facilities**

**FACILITIES USE
9/21/2023**

Fees

Blackman High	Tennessee Soccer Club, game, stadium, 9/21/23 – 5/19/24, \$150 per game
Christiana Middle	Hwy 231 South Church of Christ, youth conference, auditorium, 10/8/23, \$285
Oakland High	One Entertainment Group, LLC, game, stadium, 9/17/23, \$805, **retro review
Oakland High	Tennessee Soccer Club, practice, stadium, 12/1/23 – 2/28/24, \$115 per hour
Riverdale High	RCX Sports League LLC, flag football, stadium, 10/8/23 – 12/3/23, \$100 per hour

Riverdale High	Southern Force Fleming 07', practice, sports field, 9/10/23 – 5/26/24, \$18 per hour
Rock Springs Middle	M.A.D. Mavericks Baseball, practice, sports field, 11/5/23 – 3/31/24, \$18 per hour
Rockvale High	KPS TN, cultural event, gym & cafeteria, 10/14/23, 10/21/23 & 11/4/23, \$420 per day
Smyrna Middle	True Gospel Missionary Baptist Church, services, library, 8/27/23 – 8/25/24, \$15 per day per room, **retro review
Stewarts Creek High	United Volleyball Club, volleyball, gym, 9/24/23, \$18 per hour
Stewarts Creek High	United Volleyball Club, volleyball, gym, 10/8/23, 10/21/23 & 10/22/23, \$18 per hour

No Fees

Eagleville	City of Eagleville, parking, parking lot, 9/23/23 no fees
Lascassas Elementary	Rutherford County Planning & Engineering Dept., meeting, library, 9/25/23 – 10/18/2023, no fees
Lascassas Elementary	Middle Tennessee Council BSA, meeting, cafeteria, 9/19/23, no fees
McFadden	Girl Scouts of Middle TN, meetings, cafeteria/workroom, 9/25/23 – 5/22/24, no fees
Walter Hill	Restoration Church, services, classrooms, 5/7/23 – 5/26/24, no fees, *In-Kind Agreement, **retro review

Note: Facility use prior to 9/21/23 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

D. Bids:**Bid #3696 – Stage Curtains****Bid #3697 – School Sign (Brown’s Chapel)****Request to Purchase a Gator****E. School Salary Supplements and Contract Payments:**

Name: Certified	NTE Amount	School	Funded By	Description
Andrew Brewer	\$6,000.00	Oakland High	Oakland Swim Boosters	Swimming Coach
Isabelle Tackett	\$1,500.00	Oakland Middle	School Funds - Cheerleading	Assistant Cheer Coach
David England	\$500.00	Riverdale	School Funds - Band	Band Contest Judge
Glenn Suggs	\$500.00	Riverdale	School Funds - Football	Assistant Football Coach
Kyle Teague	\$2,000.00	Riverdale	School Funds - Track	Assistant Track Coach
Keith Stanley	\$160 / Saturday	Rock Springs Elementary	Use of Facilities - Universal Sports League	Open for and clean after Universal Sports League
David Hutson	\$2,580.00	Rockvale High	School Funds - Theatre	Rehearsals - Tech - Set construction
Jacob Wulf	\$2,500.00	Rockvale High	School Funds - Culinary Arts Fundraiser	Catering for sports teams and events
Nathan Bennet	\$500.00	Rockvale Middle	School Funds - Swimming	Assistant Swimming Coach
Jason Bratten	\$700.00	Smyrna Middle	School Funds - Boys and Girls Basketball	Clock keeper / Scoreboard / PA Announcer
Phillip Kigaita *3	\$150.00	Stewarts Creek Middle	SCM Music Boosters	Instruction for Quick Start School event
Justin Miller	\$5,000.00	Siegel High	Siegel HS Band Boosters	Lessons / Marching Band Tech
Megan Walters	\$5,000.00	Siegel High	Siegel HS Band Boosters	Help with visual, movement, + musicianship

Luke Sheppard *6	\$1,000.00	Smyrna High	School Funds - Various	Bus Driver
Garrett Doo *1	\$150.00	Stewarts Creek High	School Funds - Band	Musical Instructor - Choral Clinic
Sydney Moore	\$2,500.00	Stewarts Creek High	School Funds - Volleyball	Assistant Volleyball Coach
Justin Morton *1	\$300.00	Thurman Francis	School Funds - Boys and Girls Soccer	Mowing Smyrna Middle School Soccer field
Non-Faculty	NTE Amt.	School	Funded By	Description
John Heathcott	\$2,500.00	Blackman High	School Funds - Wrestling	Opening facilities during offseason months and other coaching duties
Michael King	\$2,500.00	Oakland High	School Funds - Band	Drum Major tech
Michael Lowery	\$2,000.00	Oakland High	School Funds - Musical Theatre	Scenic Design and Construction
Scott Tanner *4	\$1,500.00	Oakland High	Oakland High School Band Boosters	Visual Staff - Marching Band (amount approved is now \$3,000)
Benjamin Rattavong	up to \$50 per service	Rockvale High	School Funds - Band	Providing specific musical instruction on applied instrument
Katherine Aydelott	\$5,000.00	Siegel High	Siegel HS Band Boosters	Teaching 30 minute individual lessons
Carolina Herrera	\$25/30 min or \$40/60 min	Siegel High	Siegel HS Band Boosters	Private Horn lessons
Rebecca Lynn Murphy	\$5,000.00	Siegel High	Siegel HS Band Boosters	Flute lessons
Aric Johnson	\$1,300.00	Stewarts Creek High	School Funds - Football	Freshman Football Coach
Peyton Jones	\$1,300.00	Stewarts Creek High	School Funds - Football	Freshman Football Coach
Jamon Brady *3	\$300.00	Thurman Francis	School Funds - Boys and Girls Soccer	Lining and moving goals / nets at Smyrna Middle School Soccer field
Classified	NTE Amt.	School	Funded By	Description
Somok Chanthavong *2	Hourly	Cedar Grove	Smyrna Junior Basketball League	Custodial work for Smyrna Junior Basketball League

Tammy Faulk *2	Hourly	Christiana Elementary	Jr Pro Basketball	Custodial work for Jr Pro Basketball
William Lattimer *2	Hourly	LaVergne High	School Funds - Various Athletic	Clock keeper

- 1 Approved previously for an amount \$500 or greater
- 2 Overtime rate for special events
- 3 Anticipate amounts over \$500 this school year
- 4 Amend prior approval
- 5 Less than \$500 but part of event total
- 6 Must have the approval of the Transportation Department
- 7 Classified Employee Coach
- 8 Regular Rate - Part time employee

F. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coaches are for the 2023-24 school year:

NAME	SCHOOL	SPORT
Earle, Jimmy	Central Magnet	Tennis
Nelms, Josh	Central Magnet	Baseball
Brown, Andrew	Rockvale High	Swimming
Morris, Davon	Rockvale High	Cheer
Smotherman, Brian	Rockvale High	Archery
Young, Brittini	Rockvale High	Swimming
Carpenter, Bryan	Rockvale Middle	Archery
Frazier, Terri	Rockvale Middle	Girls Basketball
Jenkins, Joseph	Siegel High	Boys Soccer
Haven, Bryce	Stewarts Creek High	Wrestling
Helton, Scott	Stewarts Creek High	Wrestling
Jones, Brandy	Stewarts Creek High	Bowling
Moore, Austin	Stewarts Creek High	Boys/Girls Basketball
Aydelott, Katherine	Siegel High	Band
Herrera, Carolina	Siegel High	Band
Murphy, Rebecca Lynn	Siegel High	Band
Rattavong, Ben	Rockvale High	Band
Webb, Garen	Siegel High	Band

Recommended Motion – to approve the consent agenda as presented.

6. SAFETY

Brink Fidler of Defend Systems would like to present to the Board.

7. VISITORS

8. RUTHERFORD PROUD

RCS Gifted Academy: Courtney Brown with RCS Gifted Education Services will give a presentation about 30 RCS teachers who attended the Gifted Academy at MTSU this summer.

9. HUMAN RESOURCES (TAB 2)

Wes Dozier from Gallagher presented the 2024 insurance options to the Board during the Board Work Session on September 5, 2023. We will now discuss each option.

Recommended motion - to approve one of the five options as presented.

10. RESOLUTION (TAB 3)

Resolution for State Law Requiring Lockdown Training for Substitute Teachers. There is currently no state law requiring substitute teachers to have any lockdown or school security training. Most schools have substitute teachers within their schools on a daily basis. The attached Resolution asks the legislature for the State of Tennessee to adopt a requirement for all substitute teachers to have lockdown training.

Possible Motion - Motion to adopt the Resolution requesting that the State legislature adopt a requirement for lockdown training for all substitute teachers.

Lockdown Training for Substitute Teachers. There is currently no requirement for substitute teachers to have lockdown or school security training. Most of our schools will have some number of substitute teachers on a daily basis. It would enhance school security for substitute teachers to have lockdown and school security training.

Recommended Motion - Motion to require all substitute teachers in the Rutherford County school system to obtain lockdown and school security training by a date determined by the Director of Schools, and that all new substitute teachers receive such training.

11. LEGAL (TAB 4)

Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for two zero-tolerance offenses - possession of a handgun

and marijuana in the school parking lot.

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

Director of Schools' Recommendation: Deny admission.

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

Transfer Student Under Discipline (2)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for a zero-tolerance offense – possession of THC vapes.

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

Director of Schools' Recommendation: Deny admission.

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

12. SPECIAL EDUCATION (TAB 5)

Services Agreement between HopSkipDrive, Inc. and the Rutherford County Schools. HopSkipDrive will provide transportation services for individual students on an as needed basis specified in each student's Individual Education Program. This agreement will start from the signing of this document until July 26, 2024. Fees per transport include a base fare of \$40 and \$2.50 per mile fee. Special Education funds will be used for these services.

Recommend Motion - to approve this agreement between HopSkipDrive, Inc. and Rutherford County Schools.

13. FINANCIAL MATTERS (TAB 6)

Fund 177 Fund Balance Amendment

Each July 1st, outstanding purchase orders in this fund are liquidated. The funds go to the fund balance, which in this fund is account 34685, Committed for Capital Projects. These purchase orders are for projects that were not finished by June 30. This amendment takes those funds out of 34685, Committed for Capital Projects, and re-budgets the expenditures for the carry over projects that were approved last year, but haven't been completed. This year we have \$13,577,898 in funds to re-budget.

Recommended motion – to amend the 2023/24 Capital Projects Budget, Fund 177, by reducing account 34685, Committed for Capital Projects by \$13,577,898 and by increasing Maintenance and Repair Services – Buildings, account 91300-335, Other Contracted Services, account 91300-399, and Building Purchases, account 91300-732 for a combined total of the same \$13,577,898 as presented.

14. INSURANCE UPDATE

15. FINANCIAL REPORT

16. DIRECTORS UPDATE

17. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

18. FEDERAL RELATIONS NETWORK (FRN) UPDATE

19. OPEN POSITIONS

20. GENERAL DISCUSSION

21. ADJOURNMENT

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

MINUTES OF SEPTEMBER 7, 2023

Board Members Present

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

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mrs. Frances Rosales.

3. MOMENT OF SILENCE

The Moment of Silence was observed for the citizens of Florida that are in the eye of the hurricane.

4. APPROVAL OF AGENDA

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

Vote: All yes
Motion passes.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: Aug. 22, 2023, Special Called Board Meeting Minutes**
- B. Minutes: Aug. 24, 2023, Board Meeting Minutes**
- C. Community Use of Facilities**

FACILITIES USE

9/7/2023

Fees

Barfield Elementary	Centerpointe Apostolic Church, service, library & cafeteria, 8/3/23 – 8/29/24, \$84 per day
Eagleville	Christian Life Church, community outreach gathering, auditorium, 9/27/23, \$285
Oakland High	Leadoff Baseball, practice, gym, 8/8/23 – 7/31/24, \$18 per hour, **retro review
Oakland High	TN Tempo FC Academy, practice, stadium/track, 11/14/23 – 2/29/24, \$115 per hour
Oakland High	Murfreesboro Lao Soccer Club, practice, stadium/track, 8/15/23 – 10/30/23, \$115 per hour, **retro review
Oakland High	TN Thunderbolts, practice, sports field, 8/8/23 – 7/31/24, \$18 per hour, **retro review
Oakland High	TN Force Softball, practice, sports field, 8/15/23 – 6/30/24, \$18 per hour, **retro review
Oakland High	Fury – Platinum (Higgs), softball practice, sports field, 7/1/23 – 6/30/24, \$18 per hour, **retro review
Oakland Middle	Alliance Volleyball Club, practice, main gym & annex gym, 10/17/23 – 5/12/24, \$18 per hour per gym
Riverdale High	Eclipse Winter Guard, auditions & practices, gym, 9/17/23 – 4/14/24, \$580 per day
Rock Springs Elementary	Royal Lao Classical Dancers, practice, cafeteria, 8/20/23 – 11/5/23, \$18 per hour **retro review
Rock Springs Elementary	Stewarts Creek Youth Football & Cheerleading Assoc., practice, gym, 8/21/23 – 12/1/23, \$18 per hour, **retro review

D. School Salary Supplements and Contract Payments:

Name: Certified	NTE Amount	School	Funded By	Description
Anna Brainerd	\$1,500.00	Blackman High	School Funds - Cross Country	Assistant Cross Country Coach
John Crosby	\$2,800.00	Blackman High	School Funds - Football	Summer weight + conditioning program
Matthew Kriesky	\$2,800.00	Blackman High	School Funds - Football	Summer weight program
Juliet Oncale	\$500.00	Blackman High	School Funds - General Athletics	Assistant AD duties during summer months
Juliet Oncale	\$2,000.00	Blackman High	School Funds - General Fund	Friday School Administrator
Richard Bolden *6	\$2,000.00	Eagleville	Various School Accounts	Bus Driver
Chad Leeman *6	\$2,000.00	Eagleville	Various School Accounts	Bus Driver
Christopher Lynch *6	\$2,000.00	Eagleville	Various School Accounts	Bus Driver
Michael McClaran *6	\$2,000.00	Eagleville	Various School Accounts	Bus Driver
Karyl Paul	\$1,200.00	Eagleville	School Funds - MS Volleyball	Assistant MS Volleyball Coach
David Ruckert *6	\$3,000.00	LaVergne High	School Funds - Various	Bus Driver
Andrew Brewer *3	\$50 / game	Oakland Middle	School Funds - Football	Announcing / Running scoreboard
Christie Bingham	\$2,000.00	Riverdale	Riverdale Softball Boosters	2022/2023 Softball Camp
Christy Bingham	\$4,000.00	Riverdale	Riverdale Softball Boosters	Softball Coaching

Christy Bingham	\$4,000.00	Riverdale	Riverdale Softball Boosters	2023/2024 Softball Camp
Barry Marton	\$5,000.00	Riverdale	School Funds - Various	Mowing and Maintenance
Ashley Mintz	\$2,000.00	Riverdale	Riverdale Softball Boosters	2022/2023 Softball Camp
Ashley Mintz	\$4,000.00	Riverdale	Riverdale Softball Boosters	Assistant Softball Coach
Ashley Mintz	\$4,000.00	Riverdale	Riverdale Softball Boosters	2023/2024 Softball Camp
Elizabeth Proctor	\$2,000.00	Riverdale	Riverdale Softball Boosters	2022/2023 Softball Camp
Elizabeth Proctor	\$4,000.00	Riverdale	Riverdale Softball Boosters	Assistant Softball Coach
Elizabeth Proctor	\$4,000.00	Riverdale	Riverdale Softball Boosters	2023/2024 Softball Camp
Robert Staats *6	\$5,000.00	Riverdale	School Funds - Various	Bus Driver
Seth White	\$600.00	Riverdale	School Funds - Volleyball	Weight training
Kevin Jones *6	\$2,000.00	Rockvale Middle	School Funds - Various	Bus Driver
Rebekah McCain	\$500.00	Rockvale Middle	School Funds - Cross Country	Assistant Cross Country Coach
Jasmine Smith	\$4,000.00	Rockvale High	School Funds - Girls Basketball	Assistant Girls Basketball Coach
Carrie Jerkins	\$2,000.00	Rocky Fork Middle	School Funds - Volleyball	Assistant Volleyball Coach
Dallas Hill	\$500.00	Siegel High	School Funds - Football	Scoreboard Operator
Larry Smith *3	\$400.00	Siegel High	Use of Facilities - Alzheimer's Association	Site Director for Alzheimer's Walk
Stephanie Berger	\$1,000.00	Siegel Middle	School Funds - Volleyball	Assistant Volleyball Coach

Julie Peters	\$1,500.00	Siegel Middle	School Funds - Cross Country	Assistant Cross Country Coach
Caitlen Wester *3	\$300.00	Smyrna High	School Funds - Volleyball	Volleyball assistance during summer
Leslie Greer	\$3,000.00	Stewarts Creek High	School Funds - General Fund	Managing buses - Scheduling, cleaning, + taking in for service
Toney Neal *6	\$5,000.00	Stewarts Creek High	School Funds - Various	Bus Driver
Athletic Trainers	\$25 / hour	All Schools	School Funds + Booster Funds	Special Events coverage by Athletic Trainers
Name: Non-Faculty	NTE Amount	School	Funded By	Description
Steelton Flynn	\$1,500.00	Blackman High	School Funds - Cross Country	Assistant Cross Country Coach
Macie Pringle	\$1,000.00	Blackman High	School Funds - Volleyball	Practice + conditioning in non-season months
Kristie Selvidge	\$1,500.00	Blackman High	School Funds - Cross Country	Assistant Cross Country Coach
Olivia Gregg	\$500.00	Blackman Middle	School Funds - Archery	Assistant Archery Coach
Austin Suttles	\$1,000.00	Blackman Middle	School Funds - Tennis	Assistant Tennis Coach
Malaya Amaro	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Aniyya Cowan	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Scotlyn Craig	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Brittany Franks	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Lane Freise	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Grayson Gibson	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer

Brooklyn Hathaway	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Alli Grace Jackson	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Lily Johnson	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Addison Jones	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Sophie Lamb	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Ella Marlow	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Kaitlyn Marlow	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Reagan McGinnis	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Camden McGinnis	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Karis Morrison	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Sam Roberts	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Thomas Solomon	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Aubrey Williams	\$1,000.00	Eagleville	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Charlotte Daugherty	\$400.00	Oakland High	Oakland High School Band Boosters	Percussion Instruction
Kaylee Joslyn	\$5,000.00	Oakland High	Oakland High School Band Boosters	Choreography + Instruction for Color Guard

Hudson Smith *1*7	\$250.00	Oakland High	Oakland High Football Boosters	Assistant Football Coach
Scott Tanner	\$1,500.00	Oakland High	Oakland High School Band Boosters	Visual Staff - Marching Band
Amanda Shirk	\$1,000.00	Oakland Middle	School Funds - Drama Performance	Director for Shows
Emma Bess	\$1,500.00	Riverdale	School Funds - Track	Assistant Track Coach
JaKayla Craig	\$5,000.00	Riverdale	Riverdale Band Boosters	Choreography + Instruction - Marching Band + Winter Guard
Sydney Williams	\$4,000.00	Riverdale	School Funds - Softball + Riverdale Softball Boosters	Assistant Softball Coach
Sydney Williams	\$4,000.00	Riverdale	School Funds - Softball + Riverdale Softball Boosters	2023/2024 Softball Camp
David Humbertson	up to \$50 per service	Rockvale High	School Funds - Band	Low Brass Lessons
Kevin Phillips	\$1,000.00	Rockvale High	School Funds - Football	Assistant Football Coach
Melissa Rowe *7	\$500.00	Rockvale Middle	School Funds - Cross Country	Assistant Cross Country Coach
Danza Hill *7	\$1,200.00	Rocky Fork Middle	School Funds - Girls Basketball	Assistant Girls Basketball Coach
William Moore	\$25 / lesson	Stewarts Creek Middle	School Funds - Band	Percussion Instruction
Anna Smith	\$32 / lesson	Smyrna High	School Funds - Choir	Private Voice Lessons
Dennis Jungman	2,000.00	Whitworth Buchanan	School Funds - Baseball	Assistant Baseball Coach - Field Maintenance
Name: Classified	Not to Exceed	School	Funded By	Description

Ronald Jones *2	Hourly	Blackman High	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2023 / 2024 school year
Torrie Britton *2	Hourly	John Coleman	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2023 / 2024 school year
Maria del Hernandez Cruz *2	Hourly	John Coleman	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2023 / 2024 school year
Richard Leslie *2	Hourly	John Coleman	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2023 / 2024 school year
Taylor Leslie *2	Hourly	John Coleman	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2023 / 2024 school year
Terri Waldron *2	Hourly	John Coleman	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2023 / 2024 school year
Tara Zielinski *2	Hourly	John Coleman	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2023 / 2024 school year
Leonard Lake *8	Hourly	Rock Springs Elementary	Use of Facilities - Royal Lao Classical Dancers	Additional custodial work for the 2023 / 2024 school year
Andrea Orellana *2	Hourly	Rock Springs Elementary	Use of Facilities - Royal Lao Classical Dancers	Additional custodial work for the 2023 / 2024 school year
Kerry Malone *2	Hourly	Rockvale Middle	School Funds - Football	Football Announcer
Dennis Page *2	Hourly	Rockvale Middle	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2023 / 2024 school year

Amanda Richardson *2	Hourly	Smyrna Elementary	Use of Facilities - Smyrna Junior Basketball League	Custodial work for Smyrna Junior Basketball League
Cheryl Brimer *2	Hourly	Stewartsboro	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2023 / 2024 school year
Marjorie Cameron *2	Hourly	Stewartsboro	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2023 / 2024 school year

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- 7 Classified Employee Coach
- 8 Regular Rate - Part time employee

E. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coaches are for the 2023-24 school year:

NAME	SCHOOL	SPORT
Daugherty, Charlotte	Oakland High	Band
Humbertson, David	Rockvale High	Band
Joslyn, Kaylee	Oakland High	Band
Moore, Williams Slade	Stewarts Creek Middle	Band
Shirk, Amanda	Oakland Middle	Theatre
Smith, Anna Kristine	Smyrna High	Choir
Apland, Clayton	Blackman High	Wrestling
Rice, Wilson	Blackman High	ROTC
Hunt, Amanda	Blackman Middle	Swimming
Lannom, Joe	Blackman Middle	Bowling
Krepp, Phillip	Buchanan	Archery
Wolff, Amos	Buchanan Elementary	Archery

Arnold, Andrew	Central Magnet	Baseball
Fann, Kristin	Central Magnet	Girls Basketball
Griggs, Bobby	Central Magnet	Baseball
Heller, John	Central Magnet	Swimming
King, Vincent	Central Magnet	Archery
Newman, Zachary	Central Magnet	MS Baseball
Nobles, Mark	Central Magnet	Archery
Phillips, Julie	Central Magnet	Archery
Richardson, Jeremy	Central Magnet	Archery
Russell, Teresa	Central Magnet	Volleyball
Speight, Jill	Central Magnet	Tennis
Summar, Brian	Central Magnet	Baseball
Wagner, Kyndal	Central Magnet	Swimming
Walker, Lori	Central Magnet	Swimming
Cook, Miyah	Oakland High	Girls Basketball
Meek, Briana	Oakland High	Choreographer
Pankey, Karim	Oakland Middle	Football
Hodges, Chase	Riverdale High	Wrestling
Jones, Kobi	Riverdale High	Girls Basketball
Watkins, Craig	Riverdale High	Halftimers
Crawford, Harry	Rockvale Middle	Boys Basketball
Nelson, Tracy	Rockvale Middle	Baseball
Sharif, Haneef	Rockvale Middle	Track
Smith, Martin	Rocky Fork Middle	Boys Basketball
Richardson, Donnie	Smyrna High	Bowling
Merryman, Jesse	Stewarts Creek High	Track
Smith, Kristofer	Stewarts Creek High	Baseball
Lozano, Lenny	Thurman Francis	Baseball
Zurawski, Jeremy	Thurman Francis	Tennis

Request to Purchase:

Riverdale High School would like to purchase a golf cart not to exceed \$15,000.00. To be funded from Riverdale High School.

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

Vote: All yes

Motion passes.

6. VISITORS

Ms. Brenda Johnson, parent of children at Blackman Middle School and Blackman High school, shared her experience with truancy procedures.

7. RCS & SPECIAL KIDS CONTRACT (TAB 2)

Contractual Agreement with Special Kids, Inc: The contract with Special Kids, Inc. is for Special Education related and nursing services. These services will provide speech/language, occupational therapy, physical therapy, and nursing services to Rutherford County School students in Special Kids facilities. Hourly rates for therapy are \$82.50 per hour. Daily rates for nursing services are \$185.00 per day. The total cost not to exceed \$45,000.00 during the 2023-2024 school year and will be paid for out of GP Special Education funds.

Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve the Contractual Agreement with Special Kids, Inc. not to exceed \$45,000.00 during the 2023-2024 school year, will be paid from GP Special Education funds as presented.

**Vote: All yes
Motion passes.**

8. FINANCIAL MATTERS

This request is to fund ten additional ESL teaching positions in order to bring RCS in compliance with the State of Tennessee ESL requirements. TDOE requires a staffing ratio of 35:1 for ESL students and RCS is not meeting this ratio in relation to total number of ESL students to teachers. This funding will be derived from an increase in TISA revenue to support new student enrollment.

Motion made by Ms. Sharp and seconded by Mrs. Maxwell, to approve ten new ESL positions to meet state requirement of 35:1 for ESL students.

**Vote: All yes
Motion passes.**

9. HUMAN RESOURCES (TAB 3)

Wes Dozier from Gallagher will present insurance options to the Board for 2024 at the work session.

Motion made by Mr. Young and seconded by Ms. Sharp, to postpone approval of one of the five options as presented, until September 21, 2023. Director of Schools recommendation is Option 4 or Option 5.

Vote: All yes

Motion passes.

Dr. Sullivan stated the enrollment period was scheduled to begin October 1 through October 15. To allow further review of proposed insurance options, enrollment period has been moved to October 9 through October 23.

10. CURRICULUM AND INSTRUCTION (TAB 4)

The Curriculum and Instruction CTE Department would like to allocate approximately \$15,000.00 of Perkins 2023-2024 funds to support Rutherford Works (RW) Ambassador Leads at 22 of our Middle and High Schools. The purpose of the RW Ambassador Leads program would be to develop the instructional capacity of teachers, counselors, and assistant principals within our district to support the Rutherford Works partnership. The Leads would be responsible for attending in-person/virtual meetings and implementing the following opportunities at their schools: Work Ethic Distinction, YouScience, WBL, Industry Tours, College & Career Fair, 8th Grade Career Pathway Fair, and assist with the ACT WorkKeys Assessment.

The allocations are:

Each participant receives a \$500.00 stipend for attendance and participation in Professional Development sessions led by Rutherford Works and the CTE Curriculum & Instruction Department.

Motion made by Mrs. Maxwell and seconded by Ms. Sharp, to approve allocating approximately \$15,000.00 of Perkins Basic Grant funds to support Rutherford Works Ambassador Leads as presented.

Vote: All yes

Motion passes.

11. ENGINEERING AND CONSTRUCTION (TAB 5)

Request for Blackman Middle Track Shed: Principal Jessica Jackson is requesting to purchase a shed to store Track and Cross-country equipment. The project cost is \$6,500.00 and to be funded through Track and Cross-country funds. Engineering and Construction has reviewed the request and recommends approval.

Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve the purchase of a shed for Blackman Middle for use by the Track and Cross-country teams at no cost to the Board as presented.

Vote: All yes

Motion passes.

Request for Blackman Middle baseball nets: Principal Jessica Jackson has requested to purchase nets for the baseball back stops to increase fan protection. The cost for the requested nets will be

from the school Baseball funds. Engineering and Construction has reviewed the request and recommends approval.

Motion made by Mrs. Rosales and seconded by Mr. Tidwell, to approve the Blackman Middle Baseball request for a backstop net at no cost to the Board as presented.

**Vote: All yes
Motion passes.**

Request for Rockvale High Football Turf: Principal Steve Luker is requesting to begin the process of raising funds for the installation of a turf football surface. The anticipated cost at this time is \$1,000,000.00 and will be funded through donations and fund raising. This request is at no cost to the Board. Engineering and Construction has reviewed this request and finds it to be similar to other school's request and recommends approval.

Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve the Rockvale High Turf project at no cost to the Board as presented.

**Vote: All yes
Motion passes.**

The Engineering and Construction Department has been working with our staff and County Finance to provide a Design and Construction schedule to help the County facilitate the funding cycle for the Batey Property. The schedule is presented for approval to send to Health and Education and the commission for approval for funding. We are requesting to begin site grading and the building pad in the fall of this year and begin the balance of construction in March of 2024.

Motion made by Mr. Tidwell and seconded by Mrs. Rosales for the Batey Property schedule to be presented to Health and Education for approval as presented.

**Vote: All yes
Motion passes.**

12. INSURANCE UPDATE

Open enrollment has been moved to October 9-23, 2023.

13. DIRECTORS UPDATE

Dr. Sullivan shared that media outlets were at Central Office today to receive information regarding proposed concepts for transitional plans. Additional sessions will be held for public input on September 18th at LaVergne High School, September 19th at Stewarts Creek High and September 20th at Siegel High School.

14. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Rosales is working on a proposal to send to Governor Lee’s advisors. She has submitted her proposal to Dr. Sullivan and Dr. Chastain.

15. FEDERAL RELATIONS NETWORK (FRN) UPDATE

16. OPEN POSITION UPDATE BY SCHOOL

Nothing new to report.

17. GENERAL DISCUSSION

Mr. Tidwell shared the story of Eagleville student, Blain Poynor, and his successful win of a national contest called “The Shakedown”. This story is available on our website, rcschools.net.

Dr. Sullivan stated financial reports will resume by next board meeting.

18. ADJOURNMENT

Motion made by Mrs. Darby and seconded by Mrs. Maxwell to adjourn the meeting at 5:54 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

Minutes of September 5, 2023, Special Called Meeting

Board Members Present

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

1. **CALL TO ORDER** at 5:30 p.m. by Jeff Reed
2. **PLEDGE OF ALLEGIANCE** led by Tammy Sharp
3. **MOMENT OF SILENCE**
4. **VISITORS**

Caleb Lay thanked Dr. Sullivan and Tammy Sharp for working together and their many accomplishments leading the school district.

Mr. Reed opened the floor for Board Member statements:

- Tammy Sharp expressed her gratitude for the personal support.
- Frances Rosales asked for new leadership to help unify the Board.

5. **ELECTION OF CHAIRMAN**

Shelia Bratton was nominated by Mr. Young and seconded by Mrs. Rosales

Mrs. Darby was nominated by Mr. Tidwell

Roll Call Vote:

Coy Young: Shelia Bratton
Caleb Tidwell: Katie Darby
Katie Darby: Abstain
Claire Maxwell: Shelia Bratton
Frances Rosales: Shelia Bratton

Tammy Sharp: Shelia Bratton
Mrs. Shelia Bratton named Board Chair

6. ELECTION OF VICE-CHAIRMAN

Claire Maxwell nominated by Mrs. Rosales

Mr. Tidwell nominated by Mrs. Darby

Roll Call Vote:

Caleb Tidwell: Abstain

Katie Darby: Caleb Tidwell

Claire Maxwell: Claire Maxwell

Shelia Bratton: Claire Maxwell

Frances Rosales: Claire Maxwell

Coy Young: Claire Maxwell

Tammy Sharp: Caleb Tidwell

Mrs. Claire Maxwell named Vice Chair

7. ADJOURNMENT at 5:41 p.m. by Mr. Reed

Approval of Agenda Minutes

Shelia Bratton, RCS BOE Chairman

Date

Dr. James Sullivan, RCS Director of Schools

Date

Bid #3696 - Stage Curtains

Schools	Kendall Stage Curtain
Homer Pittard Campus	\$ 7,980.00
Smyrna Elementary	\$ 11,695.00

Mailed to 9 vendors
8 vendors did not respond

Recommend: Motion to award to Kendall Stage Curtains for overall lowest and best bid.

To be funded through GP

Bid # 3697
LED School Sign
Browns Chapel Elementary

Description	Blink Marketing	Golden Rule Signs	Joslin & Son Sign	United Signs	Witt Sign
Illuminated LED School Sign	\$ 26,312.50	\$ 26,800.00	\$ 28,587.00	\$ 26,958.00	\$ 32,187.66
Demolition and Disposal of Existing Sign and Foundation	\$ 1,200.00	\$ 600.00	\$ 5,902.80	\$ 1,965.00	Using Foundation

Mailed to 18 vendors
13 vendors did not respond

Recommend: Motion to award to Golden Rule Signs for overall lowest and best bid.

To be funded through GP

Request to Purchase:

Stewarts Creek High School would like to purchase a Utility Vehicle (Gator) not to exceed \$25,000.00

To be funded from Stewarts Creek High

Rutherford County Schools 10 Month

BCBST / Cigna (P / OAP)

	2023 Current Contribution					2024 Option 1 Proportional (same % as 2023)					2024 Option 2 Midpoint				
	RCS	Employee	2023 10 Month Rate	Employer %	Employee %	RCS	Employee	2024 10 Month Rate	Employer %	Employee %	RCS	Employee	2024 10 Month Rate	Employer %	Employee %
PREMIER PPO															
Employee Only	\$718.08	\$179.52	\$897.60	80.00%	20.00%	\$756.48	\$189.12	\$945.60	80.00%	20.00%	\$737.28	\$208.32	\$945.60	77.97%	22.03%
Employee + Child(ren)	\$1,143.36	\$285.84	\$1,429.20	80.00%	20.00%	\$1,209.60	\$302.40	\$1,512.00	80.00%	20.00%	\$1,176.48	\$335.52	\$1,512.00	77.81%	22.19%
Employee + Spouse	\$1,535.04	\$383.76	\$1,918.80	80.00%	20.00%	\$1,683.84	\$420.96	\$2,104.80	80.00%	20.00%	\$1,609.44	\$495.36	\$2,104.80	76.47%	23.53%
Employee + Spouse + Child(ren)	\$1,828.80	\$457.20	\$2,286.00	80.00%	20.00%	\$1,921.92	\$480.48	\$2,402.40	80.00%	20.00%	\$1,875.36	\$527.04	\$2,402.40	78.06%	21.94%
STANDARD PPO															
Employee Only	\$756.00	\$84.00	\$840.00	90.00%	10.00%	\$795.96	\$88.44	\$884.40	90.00%	10.00%	\$775.98	\$108.42	\$884.40	87.74%	12.26%
Employee + Child(ren)	\$1,066.56	\$266.64	\$1,333.20	80.00%	20.00%	\$1,129.92	\$282.48	\$1,412.40	80.00%	20.00%	\$1,098.24	\$314.16	\$1,412.40	77.76%	22.24%
Employee + Spouse	\$1,434.24	\$358.56	\$1,792.80	80.00%	20.00%	\$1,574.40	\$393.60	\$1,968.00	80.00%	20.00%	\$1,504.32	\$463.68	\$1,968.00	76.44%	23.56%
Employee + Spouse + Child(ren)	\$1,707.84	\$426.96	\$2,134.80	80.00%	20.00%	\$1,796.16	\$449.04	\$2,245.20	80.00%	20.00%	\$1,752.00	\$493.20	\$2,245.20	78.03%	21.97%
LIMITED PPO															
Employee Only	\$726.18	\$71.82	\$798.00	91.00%	9.00%	\$764.40	\$75.60	\$840.00	91.00%	9.00%	\$745.30	\$94.70	\$840.00	88.73%	11.27%
Employee + Child(ren)	\$1,012.80	\$253.20	\$1,266.00	80.00%	20.00%	\$1,071.36	\$267.84	\$1,339.20	80.00%	20.00%	\$1,042.08	\$297.12	\$1,339.20	77.81%	22.19%
Employee + Spouse	\$1,364.16	\$341.04	\$1,705.20	80.00%	20.00%	\$1,494.72	\$373.68	\$1,868.40	80.00%	20.00%	\$1,429.44	\$438.96	\$1,868.40	76.51%	23.49%
Employee + Spouse + Child(ren)	\$1,623.36	\$405.84	\$2,029.20	80.00%	20.00%	\$1,704.00	\$426.00	\$2,130.00	80.00%	20.00%	\$1,663.68	\$466.32	\$2,130.00	78.11%	21.89%
LOCAL CDHP/HSA															
Employee Only	\$670.32	\$35.28	\$705.60	95.00%	5.00%	\$707.94	\$37.26	\$745.20	95.00%	5.00%	\$689.14	\$56.06	\$745.20	92.48%	7.52%
Employee + Child(ren)	\$1,002.24	\$111.36	\$1,113.60	90.00%	10.00%	\$1,063.80	\$118.20	\$1,182.00	90.00%	10.00%	\$1,033.02	\$148.98	\$1,182.00	87.40%	12.60%
Employee + Spouse	\$1,355.40	\$150.60	\$1,506.00	90.00%	10.00%	\$1,488.24	\$165.36	\$1,653.60	90.00%	10.00%	\$1,421.82	\$231.78	\$1,653.60	85.98%	14.02%
Employee + Spouse + Child(ren)	\$1,609.20	\$178.80	\$1,788.00	90.00%	10.00%	\$1,694.52	\$188.28	\$1,882.80	90.00%	10.00%	\$1,651.86	\$230.94	\$1,882.80	87.73%	12.27%

BCBST / Cigna (S / Local Plus)

	2023 Current Contribution					2024 Option 1 Proportional (same % as 2023)					2024 Option 2 Midpoint				
	RCS	Employee	2023 10 Month Rate	Employer %	Employee %	RCS	Employee	2024 10 Month Rate	Employer %	Employee %	RCS	Employee	2024 10 Month Rate	Employer %	Employee %
PREMIER PPO															
Employee Only	\$655.68	\$163.92	\$819.60	80.00%	20.00%	\$684.48	\$171.12	\$856	80.00%	20.00%	\$670.08	\$185.52	\$856	78.32%	21.68%
Employee + Child(ren)	\$1,080.96	\$270.24	\$1,351.20	80.00%	20.00%	\$1,128.00	\$282.00	\$1,410	80.00%	20.00%	\$1,104.48	\$305.52	\$1,410	78.33%	21.67%
Employee + Spouse	\$1,410.24	\$352.56	\$1,762.80	80.00%	20.00%	\$1,539.84	\$384.96	\$1,925	80.00%	20.00%	\$1,475.04	\$449.76	\$1,925	76.63%	23.37%
Employee + Spouse + Child(ren)	\$1,704.00	\$426.00	\$2,130.00	80.00%	20.00%	\$1,777.92	\$444.48	\$2,222	80.00%	20.00%	\$1,740.96	\$481.44	\$2,222	78.34%	21.66%
STANDARD PPO															
Employee Only	\$693.42	\$68.58	\$762.00	91.00%	9.00%	\$722.90	\$71.50	\$794	91.00%	9.00%	\$708.17	\$86.23	\$794	89.15%	10.85%
Employee + Child(ren)	\$1,004.16	\$251.04	\$1,255.20	80.00%	20.00%	\$1,048.32	\$262.08	\$1,310	80.00%	20.00%	\$1,026.24	\$284.16	\$1,310	78.32%	21.68%
Employee + Spouse	\$1,309.44	\$327.36	\$1,636.80	80.00%	20.00%	\$1,430.40	\$357.60	\$1,788	80.00%	20.00%	\$1,369.92	\$418.08	\$1,788	76.62%	23.38%
Employee + Spouse + Child(ren)	\$1,583.04	\$395.76	\$1,978.80	80.00%	20.00%	\$1,652.16	\$413.04	\$2,065	80.00%	20.00%	\$1,617.60	\$447.60	\$2,065	78.33%	21.67%
LIMITED PPO															
Employee Only	\$655.20	\$64.80	\$720.00	91.00%	9.00%	\$682.50	\$67.50	\$750	91.00%	9.00%	\$668.86	\$81.14	\$750	89.18%	10.82%
Employee + Child(ren)	\$950.40	\$237.60	\$1,188.00	80.00%	20.00%	\$989.76	\$247.44	\$1,237	80.00%	20.00%	\$970.08	\$267.12	\$1,237	78.41%	21.59%
Employee + Spouse	\$1,239.36	\$309.84	\$1,549.20	80.00%	20.00%	\$1,350.72	\$337.68	\$1,688	80.00%	20.00%	\$1,295.04	\$393.36	\$1,688	76.70%	23.30%
Employee + Spouse + Child(ren)	\$1,498.56	\$374.64	\$1,873.20	80.00%	20.00%	\$1,560.00	\$390.00	\$1,950	80.00%	20.00%	\$1,529.28	\$420.72	\$1,950	78.42%	21.58%
LOCAL CDHP/HSA															
Employee Only	\$608.77	\$18.83	\$627.60	97.00%	3.00%	\$635.54	\$19.66	\$655	97.00%	3.00%	\$622.16	\$33.04	\$655	94.96%	5.04%
Employee + Child(ren)	\$942.40	\$93.20	\$1,035.60	91.00%	9.00%	\$982.80	\$97.20	\$1,080	91.00%	9.00%	\$962.60	\$117.40	\$1,080	89.13%	10.87%
Employee + Spouse	\$1,228.50	\$121.50	\$1,350.00	91.00%	9.00%	\$1,340.98	\$132.62	\$1,474	91.00%	9.00%	\$1,284.74	\$188.86	\$1,474	87.18%	12.82%
Employee + Spouse + Child(ren)	\$1,485.12	\$146.88	\$1,632.00	91.00%	9.00%	\$1,549.55	\$153.25	\$1,703	91.00%	9.00%	\$1,517.34	\$185.46	\$1,703	89.11%	10.89%

2024 Option 3 Midpoint; P less 1%					2024 Option 4 Midpoint; P less 2%					2024 Option 5 Midpoint; P less 3%					2024 Option 6 Pass 100% of Increase				
RCS	Employee	2024 10 Month Rate	Employer %	Employee %	RCS	Employee	2024 10 Month Rate	Employer %	Employee %	RCS	Employee	2024 10 Month Rate	Employer %	Employee %	RCS	Employee	2024 10 Month Rate	Employer %	Employee %
\$729.91	\$215.69	\$945.60	77.19%	22.81%	\$722.53	\$223.07	\$945.60	76.41%	23.59%	\$715.16	\$230.44	\$945.60	75.63%	24.37%	\$718.08	\$227.52	\$945.60	75.94%	24.06%
\$1,164.72	\$347.28	\$1,512.00	77.03%	22.97%	\$1,152.95	\$359.05	\$1,512.00	76.25%	23.75%	\$1,140.11	\$371.89	\$1,512.00	75.40%	24.60%	\$1,143.36	\$368.64	\$1,512.00	75.62%	24.38%
\$1,593.35	\$511.45	\$2,104.80	75.70%	24.30%	\$1,577.26	\$527.54	\$2,104.80	74.94%	25.06%	\$1,561.15	\$543.65	\$2,104.80	74.17%	25.83%	\$1,535.04	\$569.76	\$2,104.80	72.93%	27.07%
\$1,856.60	\$545.80	\$2,402.40	77.28%	22.72%	\$1,837.85	\$564.55	\$2,402.40	76.50%	23.50%	\$1,819.10	\$583.30	\$2,402.40	75.72%	24.28%	\$1,828.80	\$573.60	\$2,402.40	76.12%	23.88%
\$768.22	\$116.18	\$884.40	86.86%	13.14%	\$760.46	\$123.94	\$884.40	85.99%	14.01%	\$752.70	\$131.70	\$884.40	85.11%	14.89%	\$756.00	\$128.40	\$884.40	85.48%	14.52%
\$1,087.26	\$325.14	\$1,412.40	76.98%	23.02%	\$1,076.28	\$336.12	\$1,412.40	76.20%	23.80%	\$1,065.29	\$347.11	\$1,412.40	75.42%	24.58%	\$1,066.56	\$345.84	\$1,412.40	75.51%	24.49%
\$1,489.27	\$478.73	\$1,968.00	75.67%	24.33%	\$1,474.24	\$493.76	\$1,968.00	74.91%	25.09%	\$1,459.19	\$508.81	\$1,968.00	74.15%	25.85%	\$1,434.24	\$533.76	\$1,968.00	72.88%	27.12%
\$1,734.48	\$510.72	\$2,245.20	77.25%	22.75%	\$1,716.96	\$528.24	\$2,245.20	76.47%	23.53%	\$1,699.44	\$545.76	\$2,245.20	75.69%	24.31%	\$1,707.84	\$537.36	\$2,245.20	76.07%	23.93%
\$737.83	\$102.17	\$840.00	87.84%	12.16%	\$730.38	\$109.62	\$840.00	86.95%	13.05%	\$722.93	\$117.07	\$840.00	86.06%	13.94%	\$726.18	\$113.82	\$840.00	86.45%	13.55%
\$1,031.66	\$307.54	\$1,339.20	77.04%	22.96%	\$1,021.24	\$317.96	\$1,339.20	76.26%	23.74%	\$1,010.82	\$328.38	\$1,339.20	75.48%	24.52%	\$1,012.80	\$326.40	\$1,339.20	75.63%	24.37%
\$1,415.15	\$453.25	\$1,868.40	75.74%	24.26%	\$1,400.86	\$467.54	\$1,868.40	74.98%	25.02%	\$1,386.55	\$481.85	\$1,868.40	74.21%	25.79%	\$1,364.16	\$504.24	\$1,868.40	73.01%	26.99%
\$1,647.05	\$482.95	\$2,130.00	77.33%	22.67%	\$1,630.40	\$499.60	\$2,130.00	76.54%	23.46%	\$1,613.77	\$516.23	\$2,130.00	75.76%	24.24%	\$1,623.36	\$506.64	\$2,130.00	76.21%	23.79%
\$682.24	\$62.96	\$745.20	91.55%	8.45%	\$675.35	\$69.85	\$745.20	90.63%	9.37%	\$668.46	\$76.74	\$745.20	89.70%	10.30%	\$670.32	\$74.88	\$745.20	89.95%	10.05%
\$1,022.69	\$159.31	\$1,182.00	86.52%	13.48%	\$1,012.36	\$169.64	\$1,182.00	85.65%	14.35%	\$1,002.02	\$179.98	\$1,182.00	84.77%	15.23%	\$1,002.24	\$179.76	\$1,182.00	84.79%	15.21%
\$1,407.60	\$246.00	\$1,653.60	85.12%	14.88%	\$1,393.38	\$260.22	\$1,653.60	84.26%	15.74%	\$1,379.16	\$274.44	\$1,653.60	83.40%	16.60%	\$1,355.40	\$298.20	\$1,653.60	81.97%	18.03%
\$1,635.34	\$247.46	\$1,882.80	86.86%	13.14%	\$1,618.82	\$263.98	\$1,882.80	85.98%	14.02%	\$1,602.30	\$280.50	\$1,882.80	85.10%	14.90%	\$1,609.20	\$273.60	\$1,882.80	85.47%	14.53%

2024 Option 3 Midpoint; P less 1%					2024 Option 4 Midpoint; P less 2%					2024 Option 5 Midpoint; P less 3%					2024 Option 6 Pass 100% of Increase				
RCS	Employee	2024 10 Month Rate	Employer %	Employee %	RCS	Employee	2024 10 Month Rate	Employer %	Employee %	RCS	Employee	2024 10 Month Rate	Employer %	Employee %	RCS	Employee	2024 10 Month Rate	Employer %	Employee %
\$670.08	\$185.52	\$856	78.32%	21.68%	\$670.08	\$185.52	\$856	78.32%	21.68%	\$670.08	\$185.52	\$856	78.32%	21.68%	\$655.68	\$199.92	\$856	76.63%	23.37%
\$1,104.48	\$305.52	\$1,410	78.33%	21.67%	\$1,104.48	\$305.52	\$1,410	78.33%	21.67%	\$1,104.48	\$305.52	\$1,410	78.33%	21.67%	\$1,080.96	\$329.04	\$1,410	76.66%	23.34%
\$1,475.04	\$449.76	\$1,925	76.63%	23.37%	\$1,475.04	\$449.76	\$1,925	76.63%	23.37%	\$1,475.04	\$449.76	\$1,925	76.63%	23.37%	\$1,410.24	\$514.56	\$1,925	73.27%	26.73%
\$1,740.96	\$481.44	\$2,222	78.34%	21.66%	\$1,740.96	\$481.44	\$2,222	78.34%	21.66%	\$1,740.96	\$481.44	\$2,222	78.34%	21.66%	\$1,704.00	\$518.40	\$2,222	76.67%	23.33%
\$708.17	\$86.23	\$794	89.15%	10.85%	\$708.17	\$86.23	\$794	89.15%	10.85%	\$708.17	\$86.23	\$794	89.15%	10.85%	\$693.42	\$100.98	\$794	87.29%	12.71%
\$1,026.24	\$284.16	\$1,310	78.32%	21.68%	\$1,026.24	\$284.16	\$1,310	78.32%	21.68%	\$1,026.24	\$284.16	\$1,310	78.32%	21.68%	\$1,004.16	\$306.24	\$1,310	76.63%	23.37%
\$1,369.92	\$418.08	\$1,788	76.62%	23.38%	\$1,369.92	\$418.08	\$1,788	76.62%	23.38%	\$1,369.92	\$418.08	\$1,788	76.62%	23.38%	\$1,309.44	\$478.56	\$1,788	73.23%	26.77%
\$1,617.60	\$447.60	\$2,065	78.33%	21.67%	\$1,617.60	\$447.60	\$2,065	78.33%	21.67%	\$1,617.60	\$447.60	\$2,065	78.33%	21.67%	\$1,583.04	\$482.16	\$2,065	76.65%	23.35%
\$668.86	\$81.14	\$750	89.18%	10.82%	\$668.86	\$81.14	\$750	89.18%	10.82%	\$668.86	\$81.14	\$750	89.18%	10.82%	\$655.20	\$94.80	\$750	87.36%	12.64%
\$970.08	\$267.12	\$1,237	78.41%	21.59%	\$970.08	\$267.12	\$1,237	78.41%	21.59%	\$970.08	\$267.12	\$1,237	78.41%	21.59%	\$950.40	\$286.80	\$1,237	76.82%	23.18%
\$1,295.04	\$393.36	\$1,688	76.70%	23.30%	\$1,295.04	\$393.36	\$1,688	76.70%	23.30%	\$1,295.04	\$393.36	\$1,688	76.70%	23.30%	\$1,239.36	\$449.04	\$1,688	73.40%	26.60%
\$1,529.28	\$420.72	\$1,950	78.42%	21.58%	\$1,529.28	\$420.72	\$1,950	78.42%	21.58%	\$1,529.28	\$420.72	\$1,950	78.42%	21.58%	\$1,498.56	\$451.44	\$1,950	76.85%	23.15%
\$622.16	\$33.04	\$655	94.96%	5.04%	\$622.16	\$33.04	\$655	94.96%	5.04%	\$622.16	\$33.04	\$655	94.96%	5.04%	\$608.77	\$46.43	\$655	92.91%	7.09%
\$962.60	\$117.40	\$1,080	89.13%	10.87%	\$962.60	\$117.40	\$1,080	89.13%	10.87%	\$962.60	\$117.40	\$1,080	89.13%	10.87%	\$942.40	\$137.60	\$1,080	87.26%	12.74%
\$1,284.74	\$188.86	\$1,474	87.18%	12.82%	\$1,284.74	\$188.86	\$1,474	87.18%	12.82%	\$1,284.74	\$188.86	\$1,474	87.18%	12.82%	\$1,228.50	\$245.10	\$1,474	83.37%	16.63%
\$1,517.34	\$185.46	\$1,703	89.11%	10.89%	\$1,517.34	\$185.46	\$1,703	89.11%	10.89%	\$1,517.34	\$185.46	\$1,703	89.11%	10.89%	\$1,485.12	\$217.68	\$1,703	87.22%	12.78%

**RESOLUTION SUPPORTING THE ADOPTION OF STATE LAWS REQUIRING
SUBSTITUTE TEACHERS TO BE TRAINED IN LOCKDOWN PROCEDURES**

WHEREAS, the safety of students and staff is paramount to the goals and objectives of the Rutherford County Board of Education (the “Board”) and educators across the state of Tennessee;

WHEREAS, incidents of school violence and emergencies that require lockdown procedures have become an unfortunate reality in today's educational landscape;

WHEREAS, substitute teachers play a crucial role in maintaining a safe and secure learning environment, especially during emergencies, as they may be called upon to take charge of a classroom in the absence of regular classroom teachers;

WHEREAS, it is essential to ensure that all substitute teachers have the knowledge and training necessary to respond effectively to lockdown situations and other emergency scenarios;

NOW, THEREFORE, BE IT RESOLVED BY THE RUTHERFORD COUNTY BOARD OF EDUCATION THIS _____ DAY OF _____, 2023, AS FOLLOWS:

1. The Board expresses its full support for the adoption of state laws that require substitute teachers to be trained in lockdown procedures.
2. The Board respectfully requests our state legislature to prioritize the safety of students and staff by enacting such legislation, allocating the necessary resources to establish training standards and executing training programs effectively, and provide specific adequate funding from the State for all costs of the same.

RUTHERFORD COUNTY BOARD OF EDUCATION

Shelia Bratton, Chairman

Claire Maxwell, Vice-Chairman

Katie Darby, Member

Frances Rosales, Member

Tammy Sharp, Member

Caleb Tidwell, Member

Coy Young, Member

ATTESTED TO:

Dawn Williams, Secretary

MEMORANDUM

DATE: August 28, 2023
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for two zero-tolerance offenses – possession of handgun and marijuana in the school parking lot.

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

Director of Schools' Recommendation: Deny admission.

MEMORANDUM

DATE: September 7, 2023
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (2)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for a zero-tolerance offense – possession of THC vapes.

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

Director of Schools' Recommendation: Deny admission.

TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (the “*Agreement*”) is entered into as of July 20, 2023 (the “*Effective Date*”) by and between HOPSKIPDRIVE, INC., a Delaware corporation (the “*Contractor*”), and Rutherford County Schools (the “*Organization*”)(each a “*Party*” and collectively the “*Parties*”).

1. **Services.** During the term of this Agreement, Contractor will provide transportation coordination services (the “*Services*”) to the Organization as described on Exhibits A and D attached to this Agreement by arranging transportation by drivers who use the HopSkipDrive Platform (“*Drivers*” or “*Driver*”) for certain riders who attend the Organization (the “*Riders*” or “*Rider*”). The Organization will subscribe to use Contractor’s website, mobile and web applications (each, an “*Application*”), content, products, and related services (collectively, the “*Platform*”), available on a Software-as-a-Service basis, to utilize the Services, subject to any additional terms and conditions applicable to the use of such Platform as may be notified to the Organization from time to time.
2. **Compensation.** As consideration for the Services to be provided by Contractor and other obligations, the Organization shall pay to Contractor according to the terms specified in Exhibit B.
3. **Term and Termination.**
 - a. **Term.** The term of this Agreement shall be from the Effective Date until July 26, 2024, subject to the termination and other provisions contained herein. Expiration of the term of this Agreement shall not affect any claim or liability of either Party with respect to any (i) amount which is owing at the time of such expiration, regardless of when such amount becomes payable, and (ii) breach of this Agreement occurring prior to such expiration, regardless of when such breach is discovered.
 - b. **Termination.** Either Party may terminate this Agreement at any time upon thirty (30) days prior written notice, provided that such notice period may be shortened with the mutual written consent of the Parties. In the event of such termination, Contractor shall be paid as outlined in Exhibit B for any portion of the Services that has been performed prior to the termination.
 - c. **Survival.** Upon expiration or termination of this Agreement, Sections 7-10 of this Agreement shall survive.
4. **Independent Contractor.** Contractor’s relationship with the Organization will be that of an independent contractor.
 - a. **Method of Provision of Services.** Contractor shall be solely responsible for determining the method, details and means of performing the Services.

- b. **No Benefits.** Contractor acknowledges and agrees that Contractor and its employees, subcontractors or affiliates will not be eligible for any Organization employee benefits and, to the extent Contractors or its employees, subcontractors or affiliates otherwise would be eligible for any Organization employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its employees, subcontractors and affiliates) hereby expressly declines to participate in such Organization employee benefits.
- c. **Withholding.** Contractor shall have full responsibility for applicable withholding taxes for all compensation paid to Contractor, its partners, agents or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's business organization and Contractor's partners, agents and employees, including state worker's compensation insurance coverage requirements and any US immigration visa requirements.

5. **Relationship between the Organization and its Families.**

- a. Contractor shall contact the adult parents and legal guardians of the Organization's Riders (each, a "***Family***" and collectively, the "***Families***") regarding any material issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, Organization shall designate an emergency contact(s) during the onboarding process (the "**Organization Notification Contact**"). In the event Organization needs to change the Organization Notification Contact, it shall communicate those changes to Contractor in writing and provide Contractor with five (5) business days to make the requested changes. Once the requested changes are made, Contractor shall provide Organization with written notice that the contact change has occurred (the "**Organization Notification Contact Change**"). Until the Organization receives the Organization Notification Contact Change, Contractor shall continue to use the contact information previously provided by Organization. Organization Notification Contact Changes shall not be considered amendments for purposes of this Agreement.
- b. Organization acknowledges that Contractor's Terms of Use specifically indicate that minors are not permitted to use Contractor's accounts. Organization shall communicate to the adult parents and legal guardians of the Organization's riders (each a "***Family***" and collectively, the "***Families***") and their Riders that minors are not permitted to use the Platform or contact Contractor's Customer Support team to request changes to their rides.
- c. Organization shall provide Contractor with accurate contact information for caregivers and ensure that such caregivers consent to be contacted with alerts and updates on scheduled rides. Caregivers will receive notifications to facilitate the smooth and safe operation of the Services, which may include notifications relating to scheduled rides, trip status updates, and schedule adjustments or modifications.

6. **License.**

- a. Subject to all limitations and restrictions contained herein, Contractor grants Organization and its authorized users a limited, non-exclusive, non-sublicensable, and non-transferable right to access the Platform on a Software-as-a-Service basis, solely to utilize the Services during the term of this Agreement. In no event will Organization:
 - i. Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform;
 - ii. Modify, translate or create derivative works based on the Platform;
 - iii. Copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform;
 - iv. Hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or
 - v. Remove or obscure any proprietary notices or labels of Contractor or any of its third party licensors on the Platform.

By signing this Agreement, Organization irrevocably acknowledges that, subject to the licenses granted herein, Organization has no ownership interest in the Platform, or any related software or other materials provided to Organization. Contractor owns all right, title, and interest in the Platform, and any related software and materials provided to Organization, subject to any limitations associated with intellectual property rights of third parties. Contractor reserves all rights not specifically granted herein.

- b. Organization may from time to time provide suggestions, comments for enhancements or functionality or other feedback to Contractor with respect to the Platform and Services. Contractor has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality for the benefit of all clients using the Services. Contractor shall own all right, title and interest to any such developments to the Platform or Services made by or on behalf of Contractor in response to any such feedback of Organization.
- c. Organization acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Contractor for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Organization further agrees that Contractor will be entitled to injunctive relief in the event Organization uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement.

7. **Liability; Indemnity; Insurance.**

- a. EACH PARTY'S ENTIRE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES INCURRED UP TO THE AMOUNTS PAID FOR THE SERVICE FOR THE

TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM HAS ARISEN, REGARDLESS OF THE BASIS OF THE CLAIM. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM AND IRRESPECTIVE OF WHETHER SUCH PARTY SHALL HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY THEREOF.

- b. Contractor shall indemnify, defend and hold the Organization harmless from any third-party demands, claims or losses, including but not limited to reasonable attorney's fees ("Losses"), to the extent caused by a material breach by Contractor of any of its obligations under this Agreement. Contractor will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by the Organization. To the extent allowed by law, Organization shall indemnify, defend and hold Contractor harmless from any third-party Losses, to the extent caused by a material breach by Organization of any of its obligations under this Agreement. Organization will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by Contractor. This provision shall survive the termination or expiration of this Agreement.
- c. Contractor shall maintain minimum required insurance coverage as set forth on Exhibit C. Contractor agrees to furnish Organization with a Certificate of Insurance evidencing such insurance coverage and shall deliver to Organization, within five (5) days of the mutual execution of this Agreement, an endorsement reflecting Organization as an additional insured as to Contractor's policies set forth on Exhibit C.

8. **Representations, Warranties, and Disclaimers**

a. **Representations and Warranties.**

i. Each Party represents and warrants to the other Party that:

- 1. Such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder;
- 2. The execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party; and
- 3. This Agreement constitutes a legal, valid and binding obligation when signed by both parties.

ii. Organization represents and warrants that:

- 1. It has the right to provide Contractor with all of the necessary data and personally identifiable information for the purposes contemplated by this Agreement;

2. It will use best efforts to prevent unauthorized access to or use of the Platform and notify Contractor promptly of any such unauthorized use and access;
3. It is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of Organization's Riders; and
4. It will use the Platform only in accordance with the documentation and applicable laws and regulations.

b. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. CONTRACTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY IT. CONTRACTOR DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES PROVIDED ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. ORGANIZATION WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF CONTRACTOR TO ANY THIRD PARTY.

9. **Confidentiality.** The Parties acknowledge that all non-public, confidential, or proprietary information provided by either Party (a "***Disclosing Party***") to the other Party or its affiliates (a "***Recipient***"), or to any of such Recipient's employees, officers, directors, partners, shareholders, agents, attorneys, accountants, financing sources, investors, consultants, or advisors (collectively, "***Representatives***"), in connection with this Agreement and the Services, whether disclosed orally or disclosed or accessed in written, electronic, graphic or machine readable information or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" ("***Confidential Information***") shall be held in strictest confidence, and shall not be used, except to the extent necessary to perform such Party's obligations under this Agreement. For the avoidance of doubt, information regarding Drivers is considered Confidential Information. Each Party shall maintain confidentiality of all such Confidential Information and shall not disclose any Confidential Information to any third parties without obtaining the prior written consent of the Disclosing Party. A Party shall be entitled to disclose Confidential Information to a third party to the extent necessary to facilitate the performance of its obligations under this Agreement, provided that such third parties are bound by confidentiality obligations similar to those set forth in this Section. The obligation of confidentiality does not apply to data or information that:

- a. Is or becomes generally available to the public (other than through the Recipient's unauthorized disclosure);
- b. Was in the Recipient's possession prior to the time the Disclosing Party disclosed the information to the Recipient;
- c. Is compelled to be disclosed pursuant to any applicable laws or regulations, rules, or orders of court or other government authorities with valid jurisdiction over the relevant matter (provided attempts are made, to the extent practicable, to legally limit such disclosure);
- d. Is disclosed to the Recipient by a third party who has no duty of confidentiality to the Disclosing Party; or
- e. Is furnished to others by the Disclosing Party without confidentiality restrictions similar to those in this Agreement.

10. **Miscellaneous.**

- a. **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Parties.
- b. **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
- c. **Notices.** Any notice required or permitted by this Agreement shall be sent electronically in writing to the primary email address provided for Contractor below, the primary mailing address for Organization as provided on the signature page, or as subsequently modified by written notice. Such electronic transmission shall be deemed delivered, if received during business hours (09:00 – 17:00, Monday to Friday) on the day of receipt or if received outside of business hours, on the next business day (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered. Any notice required or permitted by this Agreement to be served in writing shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid to the address below, or as subsequently modified by written notice.

Contractor
Primary email address: legal@hopskipdrive.com

- d. **Choice of Law & Venue.** All matters arising out of or relating to this Agreement (with the exception of Arbitration which is described below) are governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Tennessee. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Tennessee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

- e. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then:
 - i. Such provision shall be excluded from this Agreement;
 - ii. The balance of the Agreement shall be interpreted as if such provision were so excluded; and
 - iii. The balance of the Agreement shall be enforceable in accordance with its terms.
- f. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
- g. **Force Majeure.** Neither the Organization nor Contractor is responsible for any failure to perform its obligations hereunder if it is prevented or delayed in performing those obligations by an event of force majeure, which events shall include without limitation natural disasters, pandemics, endemics, riots, wars, illness of a Driver, a Driver's mechanical problems, or any other similar cause ("***Force Majeure Event***"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the Parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either Party may terminate this Agreement by giving written notice thereof to the other Party. Upon the occurrence of any Force Majeure Event, the affected Party will give the other Party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.
- h. **Arbitration.** Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in, the State of Tennessee, in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply Tennessee law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

- i. **Publicity/Marketing.** Contractor shall have the right to publicize that it is a transportation services provider for the Organization. Additionally, subject to applicable laws regarding privacy of Rider information, Organization grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. “True and verifiable results” include but are not limited to cost savings realized by Organization, the number of Riders served, and the number of rides conducted. True and verifiable results do not include personal information about Riders or families. Organization consents to Contractor’s use of Organization’s name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor’s Services, provided that such use of the Organization’s name, logo and/or trademark is solely for purposes of identifying Organization as a user of Contractor’s Services.
- j. **Compliance with Laws.** Each Party shall comply with the federal, state, and local laws and regulations applicable to the Party in the performance of this Agreement.
- k. **Criminal History Record Information.** Pursuant to applicable laws, all Drivers who will have direct, in-person contact with Riders shall undergo a criminal background check.
- l. **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.
- m. **Family Educational Rights and Privacy Act.** To the extent applicable, Organization hereby designates Contractor as a “school official” with “legitimate educational interests” in the Organization’s records, as those terms have been defined under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), as amended from time to time (“*FERPA*”) and its implementing regulations. The Parties acknowledge that Contractor will create, access, and maintain Student Educational Records (as defined under FERPA) to perform the Services. Organization hereby grants permission to Contractor and independent contractors using the Platform to use Student Educational Records for maintaining and providing the Services, and for the avoidance of doubt, such independent contractors shall not be deemed third parties for purposes of access to Student Educational Records.
- n. **Assignment.** Neither Party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other Party’s prior written consent; provided however, that either Party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or

otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this section will be null and void.

- o. **Attorney's Fees**. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- p. **No Third-Party Beneficiaries**. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Agreement on the respective dates set forth below.

HopSkipDrive, Inc.

Rutherford County Schools

By:

(Signature)

By:

(Signature)

Name:

(Printed Name)

Name:

(Printed Name)

Title:

Title:

Address: P.O. Box 64256, Los Angeles, CA 90064

Address: 2240 Southpark Dr
Murfreesboro, TN 37128
United States

Date:

Date:

EXHIBIT A

DESCRIPTION OF SERVICES

Organization may create an account on Contractor's platform and request rides for Organization's students through such accounts. Contractor shall arrange requested rides with Drivers on an ongoing and as-needed basis. Rides will be completed based on pricing outlined in Exhibit B of this Agreement.

EXHIBIT B

FEE

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor as outlined herein:

ITEM	DESCRIPTION	PRICING
Base Fare – Per 1 Way Trip	Base Fare is a fixed cost per trip mobilization fee. Allows Organization to book rides at least 8 hours in advance.	\$40.00
Per Mile Fee	Contractor maintains accurate daily records of student names, pickup and drop off location and time, which includes mileage. The total mileage charge for each ride is calculated based on the mileage travelled by the vehicle multiplied by the Per Mile Fee (" Mileage Charge ") and added to the Base Fare.	\$2.50
Charge for additional rider from same household with same points of origin and destination	No additional fee or charge will be applied for this ride type.	\$0
PCD+	For Riders requiring a consistent driver, HopSkipDrive offers the option of requesting a Primary CareDriver for a Ride Series. A Ride Series is created when a Rider requires a ride on a regular schedule, from the same pick-up location to the same drop-off location at the same time.	Not Applicable
Regulatory Fees	Not Applicable	
Cancellation/no show fee	There is a \$0 cancellation fee when a ride is canceled 8 hours or more before the scheduled ride pick up time. Rides canceled between 0-1 hours before the scheduled ride pick up time incur a cancellation fee of 100% Base Fare + Mileage Charge based on the expected distance of ride. Rides canceled between 1-8 hours before the scheduled pick up time will incur a cancellation fee of 50% Base Fare + Mileage Charge based on the expected distance of ride.	
Fuel Surcharge	When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. For example, if the price of gasoline according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found on the following website: https://www.eia.gov/	
Price Adjustments	The pricing for each renewal term (if any) shall be determined prior to each renewal term	

	by the Parties, who shall use their best efforts to agree in writing upon such revised pricing.
Surcharges/Taxes	Amounts required to be paid may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of the Organization (except that the Organization will not be responsible for any taxes on Contractor's income). Contractor shall be entitled to pass through all such applicable taxes and surcharges without the need to amend this pricing schedule.
Damage Fees	Organization acknowledges and agrees that Contractor may assess damage fees to Organization for damage to a Driver's vehicle caused by a Rider, and Organization agrees to pay such damage fees. Damages include any actual physical damage or professional cleaning required as a result of a Rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage and supported by written evidence such as receipts or photographs.
Wait Time Fees	Organization is encouraged to ensure that Riders are at the appropriate pick-up location at the time of pick-up for purposes of rider safety and efficiency in pick-up procedures. When a Driver cannot readily locate a Rider, the Driver shall wait up to ten (10) minutes after the scheduled arrival time, provided that such wait is permitted by Organization's pick-up procedures. During that time, the Driver will attempt to contact the Organization and caregivers. If pick-up delays become a consistent challenge, Organization will work with Contractor to update pick-up times. If no remedy can be made through updating pick-up times, Contractor reserves the right to charge Organization \$10.00 per vehicle for wait times that exceed 10 minutes. In all cases, if, after 15 minutes the Driver has not located the Rider, the Driver shall depart and Organization will be charged 100% of the estimated ride charge.
Payment Terms	<p>Organization shall pay Contractor within thirty (30) days of Organization's receipt of an invoice according to the instructions contained in the invoice. Contractor may, but shall not be required to, accept payments for services which do not conform to the instructions contained on its invoices. In the event Contractor does not receive or accept payment based on Organization's failure to follow the payment instructions contained on Contractor's invoices, Organization shall remain liable for all monies owed pursuant to this agreement.</p> <p>Contractor shall provide Organization with an invoice via email to the contact designated by Organization during the onboarding process (the "Invoice Notification Contact") within thirty (30) days of the end of each month during which Services were provided. Organization shall notify Contractor in writing of any change to the Invoice Notification Contact, and allow Contractor at least five (5) business days to confirm in writing that the requested change has been made. Such changes shall not be considered amendments for purposes of this Agreement.</p>
Late Payment	Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization's failure to provide timely payment may be deemed a material breach of the agreement and Contractor shall be entitled to terminate the agreement, cease the

services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor's failure to declare any late payment a breach shall not constitute a waiver of Contractor's rights hereunder to declare any subsequent late payment a breach.

EXHIBIT C

MINIMUM INSURANCE COVERAGE

Contractor Minimum Insurance:

Automobile Liability: \$1,000,000 single limit/\$1,000,000 UM/UIM

General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate

Sexual Misconduct: \$1,000,000 limit/\$2,000,000 aggregate

Employer's Liability: \$2,000,000

EXHIBIT D
HOPSKIPDRIVE STANDARD OPERATING PROCEDURE (SOP)

RIDE REQUESTS: The Contractor will coordinate transportation services for routes entered into the HopSkipDrive Platform by the Organization 8-hours or more in advance. The Organization may modify any route within 2-hours of scheduled pickup time for a ride.

COMMUNICATION WITH ORGANIZATION AND CAREGIVERS: Organization shall provide Contractor with accurate contact information for CareGivers and ensure that such CareGivers consent to be contacted with alerts and updates on scheduled rides. CareGivers will receive notifications to facilitate the smooth and safe operation of the services, which may include notifications relating to scheduled rides, trip status updates, and schedule adjustments or modifications. Contractor will contact the District for approval of such schedule adjustments or modifications.

REPORTING: Contractor shall provide Organization with monthly performance reports that highlight and summarize financial and ride performance metrics. Organization will have access to live and historical data via the HopSkipDrive Platform.

VEHICLE REQUIREMENTS:

Operating Condition: Any vehicle being used to provide services on the HopSkipDrive Platform must be in good operating condition and meet industry and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.

Minimum Requirements: Any vehicle used to provide services on the HopSkipDrive Platform must be a four-door vehicle, no more than ten years old, and pass a 19-point inspection by a licensed mechanic.

Wheelchair Accessible Vehicles: Minimum Vehicle Requirements for four-door vehicles on the HopSkipDrive platform do not currently support standard wheelchair accessibility requirements. HopSkipDrive will support foldable wheelchairs that can be stored in a standard-sedan storage compartment.

PASSENGER SAFETY REQUIREMENTS:

Seat Belts & Booster Seats: Any vehicle used to provide services on the HopSkipDrive Platform must have a seat belt for each passenger and driver. Vehicles must have backless booster seats-necessary for said transportation of passengers.

Car Seats & Restraints: The Contractor enforces a “no touch” policy for all drivers on the HopSkipDrive Platform. In the event a Rider requires use of a carseat, car seats must be supplied by the Organization and installed and removed by a qualified adult. Additional safety equipment must be supplied by the Organization and installed and removed by a qualified adult. Contractor cannot approve

the use of safety equipment that requires seat belt locks or other features that would require drivers to risk not adhering to the stated “no touch” policy or adds additional risk to Rider safety in an emergency situation.

DRIVER REQUIREMENTS:

Valid Driving License: Any driver providing transportation services on the HopSkipDrive Platform must have a valid and current Driver’s License.

DMV Records Check: The Contractor conducts a Department of Motor Vehicle (DMV) Records’ Check on the historical driving record of all drivers. Any drivers: (i) who have accrued more than three (3) moving violations for any reason in the last two (2) years, and/or (ii) who have had a DUI, DWI, or any controlled substance- related violation in the last seven (7) years, are prohibited from providing transportation services on the HopSkipDrive Platform.

Ongoing DMV Monitoring: Drivers on the HopSkipDrive Platform also enroll in ongoing monitoring of their Motor Vehicle Records so that the Contractor is alerted of any new potentially disqualifying motor vehicle record activity that is made available in the relevant State.

Criminal Background Checks: Contractor shall adhere to Tenn. Code § 49-5-413 with respect to the criminal background checks of drivers. All drivers will consent to fingerprint-based background checks consistent with the aforementioned code. Similarly, consistent with Tenn. Code § 49-5-413(d)(2)(D), a driver who satisfies the background check requirements for one contract is deemed to satisfy the background check requirements for any subsequent contracts. Meaning specifically, if a Contractor’s CareDriver clears the background check requirements of one school district partner in Tennessee, the CareDriver shall not be required to undergo additional background checks with subsequent school district partners.

Drug and Alcohol Testing: The Contractor has a zero tolerance policy when it comes to driving under the influence. Drivers on the HopSkipDrive Platform are subject to drug and/or alcohol testing if the Contractor reasonably suspects them of using, possessing or being under the influence of alcohol or drugs while they are performing services through the use of the HopSkipDrive Platform. Any driver who engages in these behaviors will be immediately removed from the HopSkipDrive Platform.

Onboarding: All new drivers on the HopSkipDrive Platform receive onboarding. The driver onboarding includes information on the Contractor’s policies, procedures and standard operating procedures relating to the following topics,: drug-free workplace requirements; pre-trip and post-trip equipment and safety inspections; defensive driving; emergency procedures; disability awareness and sensitivity; relationships with school personnel and the general public; data privacy; and other pertinent information.

All drivers on the HopSkipDrive Platform receive weekly telematics information and are provided with resources related to safe driving practices. Drivers exhibiting unsafe driving patterns are subject to deactivation.

TRUST & SAFETY:

Incident Management: In the event of an incident, the Contractor has a Standard Operating Procedure for Collisions. Drivers are expected to safely pull their vehicle over to the side of the road to assess the situation, and to contact 911 immediately if there are injuries to any parties involved. Drivers are then to contact the Contractor to report any collision.

Incident Reporting: The Contractor contacts the ride organizer's point of contact on file to determine if they would like emergency services called to the scene regardless of any reported injuries to the Rider. The Contractor also contacts the caregiver to inform them of the situation and status of the Rider.

Organization Emergency Contacts: The Organization shall designate an emergency contact(s) during the onboarding process for the Contractor to contact in the event of a serious incident in connection with the Services, including without limitation an accident.

Rutherford County Schools
 2023/24 Fund 177 Budget
 Major Capital Projects
 Budget Amendment

8/23/2023
 Amendment #1
 Capital Projects

Object	Description	Original	Decrease	Increase	Amended
34685	Comm for Capital Proj.	19,455,196	13,577,898	-	5,877,298

Revenues:		Original Budget	Decrease	Increase	Amended Budget
40110	Current Property Tax	14,961,206	-	-	14,961,206
40120	Trustee's Collect. - Prior Year	117,560	-	-	117,560
40130	Clerk & Master Collections	64,970	-	-	64,970
40140	Interest & Penalty	27,220	-	-	27,220
40150	Pick-Up Taxes	21,656	-	-	21,656
40161	Pay in Lieu of Taxes - TVA	959	-	-	959
	Total County Property Taxes	15,193,571	-	-	15,193,571
40270	Business Tax	494,990	-	-	494,990
40285	Development Tax	2,400,000	-	-	2,400,000
	Total Local Taxes	2,894,990	-	-	2,894,990
	44570 Contributions & Gifts				
Total Revenue & Operating Transfers		18,088,561	-	-	18,088,561

Object	Description	Original Budget	Increase	Decrease	Amended Budget
72310-510	Board Of Education Trustee's Commission	575,000	-	-	575,000
	Total Board of Education	575,000	-	-	575,000
91300	Education Capital Projects				
335	Maint. & Repair Serv. - Bldgs.	17,513,561	11,908,421	-	29,421,982
399	Other Contracted Services		167,108	-	167,108
732	Building Purchases		1,502,369	-	1,502,369
	Total Education Capital Projects	17,513,561	13,577,898	-	31,091,459
	Total Expenditures	18,088,561	13,577,898	-	31,666,459

Each July 1 outstanding purchase orders in this fund are liquidated. The funds go to fund balance which in this fund is account 34685, Committed for Capital Projects. These purchase orders are for projects that were not finished by June 30. This amendment takes those funds out of 34685, Committed for Capital Projects, and re-budgets the expenditures for the carry over projects that were approved last year, but haven't been completed. This year we have \$13,577,898 in funds to re-budget.

Recommended motion – to amend the 2023/24 Capital Projects Budget, Fund 177, by reducing account 34685, Committed for Capital Projects by \$13,577,898 and by increasing Maintenance and Repair Services – Buildings, account 91300-335, Other Contracted Services, account 91300-399, and Building Purchases, account 91300-732 for a combined total of the same \$13,577,898 as presented.

 Director of Schools

 Chairman of the Board