

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

**OCTOBER 12, 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. 21, 2023, Board Meeting Minutes**
- B. Community Use of Facilities**

**FACILITIES USE  
10/12/2023**

**Fees**

LaVergne High	Grand Slam Tournaments, baseball tournament, sports field, 9/23/23 – 9/24/23, \$290 per day
Oakland High	Liga Latinoamericana de Murfreesboro, soccer games, stadium, 10/14/23 – 3/31/24, \$115 per hour
Oakland High	Murfreesboro Venom, softball practice, sports field, 9/11/23 – 7/31/24, \$18 per hour *retro review
Oakland Middle	First Baptist Church, fall festival, classroom, gym & cafeteria, 11/11/23, \$435

Oakland Middle	Shepherd23, charity auction, cafeteria, 3/16/24, \$18 per hour
Riverdale High	Riverdale Jr. Warriors, practice, stadium/track, 8/20/23 – 11/30/23, \$100 per hour, *retro review
Rock Springs Elementary	McFarlin Pointe HOA, meeting, cafeteria, 11/13/23, \$18 per hour
Rock Springs Elementary	Pinnacle Point HOA, meeting, cafeteria, 10/17/23, \$18 per hour
Rock Springs Elementary	Universal Sports League, basketball practices & games, gym, 11/27/23 – 3/3/24, \$18 per hour
Siegel High	East Coast Sox, baseball practice, sports field, 8/28/23 – 6/30/24, \$18 per hour
Siegel High	Tennessee Soccer Club, games, stadium, 9/15/23 – 7/1/24, \$150 per game, *retro review
Smyrna Middle	North Rutherford Soccer/Stones River FC, tournament, sports fields, 11/18/23 – 11/19/23, \$290 per day per field
Stewarts Creek High	United Volleyball Club, volleyball, gym, 11/5/23, \$18 per hour

### No Fees

Barfield Elementary	Cub Scout Pack 0197, meetings, cafeteria, 9/18/23 – 2/26/23, no fees *retro review
Blackman High	Middle TN Vocal Association, regional audition, classrooms, auditorium, cafeteria, 10/20/23 – 10/21/23, no fees
Brown's Chapel Elementary	Smyrna Junior Basketball League, practice & games, gym, 10/30/23 – 3/1/24, no fees
Lascassas Elementary	Girl Scouts of Middle Tennessee, Interest Night, cafeteria, 9/25/23, no fees, *retro review

Rock Springs Elementary	Middle Tennessee Council BSA, meeting, cafeteria, 9/26/23 – 5/30/24, no fees *retro review
Roy Waldron	BSA Cub Scout Pack 2223, meetings, cafeteria, 9/18/23 – 5/20/24, no fees, *retro review
Siegel High	Siegel High School Band Boosters Club, band competition, gym, stadium/track, campus, 10/21/23, no fees
Smyrna Middle	Smyrna Junior Basketball League, practice & games, gym, 2/20/24 – 2/23/24, no fees
Stewarts Creek High	Tennessee Iron, baseball practice, sports field, 9/22/23 – 6/30/24, no fees, *retro review, **In-Kind Agreement

Note: Facility use prior to 10/12/23 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.**

**C. Bids:**

- Bid #3698 - Tech Parts and Supplies,
- Bid #3699 - Washington DC Trip (Thurman Francis),
- Bid #3700 - Small Wares (School Nutrition),
- Bid #3701 - Paving,
- Bid #3702 - Canopy Covers,
- Bid #3704 - Gym Divider Curtain (Stewarts Creek High),
- Bid #3705 - Band Instruments,
- Bid #3706 - Welding Equipment,
- Request for Purchase for vehicles and Request to piggyback other county bids.

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

Name: Certified	NTE Amount	School	Funded By	Description
Courtney Gregory	\$4,000.00	Blackman High	BHS Cheer Boosters	Football Competition Cheer Coach
Greg Jones*1	\$300.00	Blackman High	School Funds - Boys Basketball	Worked for Individual Camp

Juliet Oncale*1	\$300.00	Blackman High	School Funds - Boys Basketball	Worked for Individual Camp
Heather Wortman	\$4,000.00	Blackman High	BHS Cheer Boosters	Football Competition Cheer Coach
Barry Chiupka	\$500.00	Blackman Middle	School Funds - Girls Soccer	Assistant Girls Soccer Coach
Lacy Nau	\$2,700.00	Central Magnet	School Funds - Boys/Girls Cross Country	Assistant Coach for Boys/Girls Cross Country
Craig Reavis	\$1,700.00	Central Magnet	School Funds - Basketball	Clock Operator for Girl + Boys, HS + MS Basketball
Kayala Hoppenjans*6	\$2,500.00	LaVergne High	School Funds - Various	Bus Driver
Marcus Bryson	\$15 / hour	Oakland High	School Funds - Indoor Facility	Indoor Facility Supervision
Diane Howard	\$2,500.00	Oakland High	School Funds - Volleyball	Assistant Volleyball Coach
Chris Gray*3	\$300.00	Rock Springs Middle	School Funds - Girls + Boys Basketball	Scoreboard / Announcing
Jamie Hill*3	\$300.00	Rock Springs Middle	School Funds - Girls + Boys Basketball	Official Score Keeper
Megan Walters	\$5,000.00	Siegel High	Siegel HS Band Boosters	Help with visual, movement, and musicianship
Connie Allen	\$1,000.00	Siegel Middle	School Funds - Girls Basketball	Assistant Girls Basketball Coach
<b>Name: Non-Faculty</b>	<b>NTE</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Amanda Hunt	\$500.00	Blackman Middle	School Funds - Swimming	Assistant Swimming Coach
Bobby Griggs, Jr	\$3,000.00	Central Magnet	School Funds - HS Baseball	Assistant HS Baseball Coach
William Nelms	\$1,500.00	Central Magnet	School funds - HS Baseball	Assistant HS Baseball Coach
Cedric Roberts*7	\$1,500.00	Christiana Middle	School Funds - Boys Basketball	Assistant Boys Basketball Coach
Isabelle Chinchay	\$1,250.00	Riverdale	School Funds - Girls Soccer	Assistant Girls Soccer Coach
Derek Fuqua	\$2,200.00	Riverdale	School Funds - Track	Assistant Track Coach

Carrie Jenkins*7	\$2,000.00	Rocky Fork Middle School	School Funds - Volleyball	Assistant Volleyball Coach
Jacob Marlow	\$25 / lesson	Rocky Fork Middle School	School Funds - Band	Private Lessons
Jordan Turnage*7	\$2,000.00	Rocky Fork Middle School	School Funds - Volleyball	Assistant Volleyball Coach
Mary Braschler	\$3,000.00	Siegel High	School Funds - Chorus	Pianist for shows
Garen Webb	\$30 / lesson	Siegel High	Siegel HS Band Boosters	Private Instruction
Anthony Williford	\$60/Full lesson or \$30/ Half lesson	Siegel High	Siegel HS Band Boosters	Lessons in music technique and interpretation
Namu Keys	\$1,500.00	Stewarts Creek High	School Funds - Football	Assistant Football Coach
Joe Beckman	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Brent Burris	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Mark Casey	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Ron Pence	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Joseph Roche	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Matthew Stratton	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
James Sturgeon	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
William VanDelinder	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
David Veda	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication

Delois Wiggins	\$5,000.00	Stewarts Creek High	School Funds - Band Contest	Competition Adjudication
Madison Dempsay	\$23 / per practice session	Thurman Francis	School Funds - Swimming	Lifeguard for all TFAA swim team practices held at Smyrna High School
<b>Name: Classified</b>	<b>NTE</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Garrett Fee*2	Hourly	Blackman High	School Funds or Outside Groups	Additional custodial work for the 2023 / 2024 school year
Hayden Iwanciw*2	Hourly	Cedar Grove	Smyrna Junior Basketball League	Custodial work for Smyrna Junior Basketball League
Jacob Reynolds*2	Hourly	Whitworth Buchanan	School Funds or Outside Groups	Additional custodial work for the 2023 / 2024 school year
Robert Sanderson*2	Hourly	Whitworth Buchanan	School Funds or Outside Groups	Additional custodial work for the 2023 / 2024 school year
Autumn Seabaugh*2	Hourly	Whitworth Buchanan	School Funds or Outside Groups	Additional custodial work for the 2023 / 2024 school year
Michelle Warrick*2	Hourly	Whitworth Buchanan	School Funds or Outside Groups	Additional custodial work for the 2023 / 2024 school year

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

**A. 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
Enzor, Cora	Blackman High	Girls Basketball
Hobbs, Jody	Blackman High	Archery
Jones, Andrea	Blackman High	Girls Wrestling
Nelson, Herman	Blackman High	ROTC
Peoples, Dane	Blackman High	Wrestling
Drugmand, Darya	Central Magnet	Swimming
LaPointe, Gregory	Central Magnet	Girls Basketball
McLemore, Jay	Eagleville	Wrestling
Howland, Colby	Oakland High	Baseball
Aaron, Jason	Oakland Middle	Softball
Metcalf, Ralph	Riverdale High	Track
Arocho, William	Rockvale High	Wrestling
Lowery, Jesse	Rockvale High	Theatre
Vinson, Chad	Rockvale High	Boys Basketball
Vongsa, Dylan	Rockvale High	Wrestling
Bennett, John	Rocky Fork Middle	Wrestling
Marlow, Jacob	Rocky Fork Middle	Band
Elliott, Grace	Siegel High	Wrestling
Smith, Bobby	Siegel High	Archery
O'Sullivan, Nate	Siegel High	Wrestling
Williford, David	Siegel High	Band
Knepper, Jessica	Siegel Middle	Softball
Urban, Jason	Siegel Middle	Archery
Blanchard, Brooklyn	Smyrna High	Girls Basketball
Escobar Roca, Jordi	Smyrna High	Boys Soccer
Arrington, Steven	Stewarts Creek High	Tennis
Mitchell, Charles	Stewarts Creek High	Baseball
Gateley, Holly	Whitworth-Buchanan	Archery
Hite, Jeff	Wilson Elementary	Archery

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

## 6. BOY SCOUTS

Brown's Chapel Boy Scouts to perform their color guard ceremony.

## 7. VISITORS

- Teacher appeal to the Board
- Dia Davis, Technical Assistance Director with the TN Tiered Supports Center, would like to present the RTI-A + RTI-B Groundbreakers Award to Rutherford County Schools.

## 8. RUTHERFORD PROUD

### National Merit Semifinalists

Rutherford County Schools has nine representatives nominated as semifinalists for the National Merit Scholarship Program.

These academically talented high school seniors have an opportunity to continue in the competition for some 7,140 National Merit Scholarships worth nearly \$28 million that will be offered next spring.

To be considered for a Merit Scholarship award, semifinalists must fulfill several requirements to advance to the finalist level of the competition. About 95 percent of the semifinalists are expected to attain finalist standing, and about half of the finalists will win a National Merit Scholarship, earning the Merit Scholar title.

## 9. SPECIAL EDUCATION

Dr. Annie Ralston will give the board an update from the first quarter regarding On-the-Job Injury Numbers, Re-Set Room Data, Restraint Data, and Skyward Discipline Data.

## 10. CALENDAR

The calendar committee met to discuss the 2024-2025 SY calendar. They took a survey of four options to the principals and 53.7% of the votes chose option 4, which is detailed below:

- Teachers only needing 6 hours of PD on their own
- Full week of Thanksgiving off
- Teachers coming back from Winter Break on Monday, January 6<sup>th</sup>
- Students coming back from Winter Break on Wednesday, January 8<sup>th</sup>
- Last day of school is Friday, May 30<sup>th</sup>

**Recommended Motion – to approve the 2024-2025 SY calendar as presented.**

## 11. LEGAL (TAB 2)

### Out of County Transfer (1)

The Board has been requested to admit a transfer student under discipline from another school



system. The student was remanded to alternative school for vaping in the classroom. According to Policy 6.318, the Board may deny admission of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny admission.

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

Out of County Transfer (2)

The Board has been requested to admit a transfer student under discipline from another school system. The student was remanded to alternative school for possession of a vape pen and marijuana.

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

Director of Schools' Recommendation: Deny admission.

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

Out of County Transfer (3)

The Board has been requested to admit a transfer student under discipline from another school system. The student was expelled for reckless endangerment.

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

Director of Schools' Recommendation: Deny admission.

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

Out of County Transfer (4)

The Board has been requested to admit a transfer student under discipline from another school system. The student was expelled for possession of THC.

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

Director of Schools' Recommendation: Deny admission.

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

Out of County Transfer (5)

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

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

Director of Schools' Recommendation: Deny admission.

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

## **12. ENGINEERING AND CONSTRUCTION (TAB 3)**

Request for Blackman Middle Softball: Dr. Jessica Jackson is requesting to install and pour a concrete pad for the girls' softball team to be utilized for a batting cage. The cost for this project is estimated to be \$18,000.00 and to be funded from the Softball program, the Richard Siegel Grant, and donations from the community. Engineering and Construction has reviewed the request and recommends approval.

**Recommend Motion - to approve Blackman Middle School's request to install a concrete pad for girls' softball as presented at no cost to the Board.**

Request for a walking track at Smyrna West: Jenna Stitzel is requesting to provide a walking track at Smyrna West. Funding will be \$9,000.00 from a grant and \$7,000.00 from Coordinated School Health. Engineering and Construction is working with CSH and the contractor to provide a track that meets this need and approves the request.

**Recommend Motion - to approve the request from CSH to provide a walking track at Smyrna West as presented at no cost to the Board.**

Request for Engineering and Construction to engage Barge Cauthen for the Central Magnet athletic fields design. The City of Murfreesboro has notified RCS that Central Magnet will no longer be able to utilize City fields for their athletic teams. Engineering and Construction is recommending utilizing Barge Cauthen to design softball and baseball facilities for Central Magnet utilizing property at Whitworth Buchanan. Barge Cauthen was the designer of record for

this campus. The requested fee for this project will be \$125,000.00, or about 5.5% of the estimated \$2,500,000.00 construction estimate. Engineering would recommend including \$25,000.00 for reimbursables for a total of \$150,000.00.

**Recommend Motion - to approve the design services of Barge Cauthen and Associates to design the athletic facilities for Central Magnet for a fee of \$150,000.00 as presented.**

**13. INSURANCE UPDATE**

**14. FINANCIAL REPORT**

**15. DIRECTORS UPDATE**

- Project BASIC Group to answer questions at the Board Work Session

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

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

**18. OPEN POSITIONS**

**19. GENERAL DISCUSSION**

**20. ADJOURNMENT**

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

**MINUTES OF SEPTEMBER 21, 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**

A Moment of Silence was observed, and a birthday greeting was given to Mr. Tidwell.

**4. APPROVAL OF AGENDA**

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

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

**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
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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:**

<b>Name: Certified</b>	<b>NTE Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
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
<b>Non-Faculty</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
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 Rattnavong	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 Soccer field
<b>Classified</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
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
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- 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:**

<b>NAME</b>	<b>SCHOOL</b>	<b>SPORT</b>
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, Brittni	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
Rattनावong, Ben	Rockvale High	Band
Webb, Garen	Siegel High	Band

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

**Vote: All yes  
Motion passes.**

## **6. SAFETY**

Brink Fidler of Defend Systems presented to the Board. Mr. Fidler played an audio police dispatch recording of an active shooting. He emphasized the importance of active violence mitigation training and educating everyone involved in an emergent event.

## **7. VISITORS**

There were no visitors.

## **8. RUTHERFORD PROUD**

RCS Gifted Academy: Courtney Brown with RCS Gifted Education Services gave a presentation involving 30 RCS teachers who attended the Gifted Academy at MTSU this summer and their ongoing training.

## **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.

After multiple discussions, Dr. Sullivan stated that Option 1 is an affordable option. Option 1 is a 2.6 million increase to our budget. Half of the increase will be portioned into this school year's budget and the other half will be portioned into next school year's budget.

Dr. Sullivan stated that a committee will be formed to further evaluate insurance options for future years.

**Recommended motion made by Mr. Young and seconded by Mrs. Rosales, to approve Option 1 of the five options presented.**

### **Roll Call Vote:**

**Mr. Young- Yes**  
**Mr. Tidwell- Yes**  
**Mrs. Darby- Yes**  
**Mrs. Maxwell -Yes**  
**Ms. Sharp- Yes**  
**Mrs. Rosales- Yes**  
**Mrs. Bratton- Yes**

**Vote: Unanimous**  
**Motion passes.**

## **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.

**Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to adopt the Resolution requesting that the State legislature adopt a requirement for lockdown training for all substitute teachers.**

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

**Mrs. Rosales shared that she interviewed with Channel 2 news today and Mr. Sean Martin, Assistant Director of School Safety, will be interviewed tomorrow to discuss this topic. She**

**is hopeful a news article will be written and we will see some movement in the General Assembly.**

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.

**Motion made by Mrs. Rosales and seconded by Mrs. Darby, to table and postpone until October 26, 2023, and discuss the requirement of 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.**

**Additional details are forthcoming.**

**Vote: All yes  
Motion passes.**

## **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.

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

**Vote: All yes  
Motion passes.**

### 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.

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

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

## **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.

**Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve this agreement between HopSkipDrive, Inc. and Rutherford County Schools.**

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

## **13. FINANCIAL MATTERS (TAB 6)**

Fund 177 Fund Balance Amendment

Each July 1<sup>st</sup>, 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.

**Motion made by Mr. Tidwell and seconded by Mrs. Darby, 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.**

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

## **14. INSURANCE UPDATE**

Dr. Anthony stated that she will have an insurance update from the County General soon. Open enrollment dates will begin October 1, 2023 through October 22, 2023.

## **15. FINANCIAL REPORT**

Dr. Sullivan spoke to the board about line items in the Fund 141, General Purpose report.

TISA has not made any modification to enrollment. By adding students, we should be receiving additional funds.

Free and Reduced Lunch numbers are much higher whereas before numbers may have been underreported due to incomplete form submissions and amount of Atlas students.

## **16. DIRECTORS UPDATE**

We held three Public Input Meetings this week and have already received over 350 surveys.

Principal meetings were also held this week for middle, elementary and high schools. Meetings discussed the increase in enrollment of ESL students. Dr. Sullivan also went over ADM money, monies sent to the schools.

The Fall District Meeting is being held this Monday, September 25<sup>th</sup>.

The Health and Education meeting is being held on Tuesday, September 26<sup>th</sup>.

Curriculum Team meetings were held today with 500 Lead Teachers.

The proposed 2024 Academic Calendar will be ready to vote on by the first Board Meeting in October.

Read Across America is tomorrow, September 22<sup>nd</sup>.

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

Nothing new to report.

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

Nothing new to report.

## **19. OPEN POSITIONS**

Nothing new to report.

**20. GENERAL DISCUSSION**

Mr. Young stated that he is grateful to Planned Rutherford for allowing Rutherford County Schools a voice and are looking for strategic ways in helping our schools. Mayor Carr asked Mr. Young to be a representative for RCS and asked Dr. Sullivan to be part of the Steering Committee.

Mrs. Darby gave the Board, just for informational purposes, a list of realtors for assisting in locating land in Rutherford County for future schools.

Ms. Sharp informed the Board that there will be a festival tomorrow at LaVergne High.

**21. ADJOURNMENT**

Motion made by Mrs. Darby to adjourn the meeting at 6:29 P.M.

Approval of Agenda Minutes

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Bid #3698 - Technology Parts and Supplies**

Item Number	Part Number	Description	B & H Photo	Bulbtronics	Camcor	CDW-G	Central Technologies	GHA	Howard Technology	Nashville's Media	NSAV	Pyramid School	Scott Electric
<b>Epson Projectors &amp; Accessories</b>													
1	V11HA03020	Epson PowerLite 118 LCD Projector	\$ 509.00		\$ 458.05	\$ 465.00		\$ 547.50	\$ 463.00		\$ 649.00		
2	V13H010L97	Epson PowerLite 118 Replacement Lamp	\$ 62.00	* \$60.00	\$ 64.01	\$ 65.00		\$ 65.00	\$ 61.00		* \$62.00	* \$69.98	* \$58.00
3	V13H010L96	Epson PowerLite 107 Replacement Lamp		* \$60.00		* \$50.00			^ \$93.00		* \$62.00	* \$69.98	* \$47.00
4	V13H010L88	Epson PowerLite 98H Replacement Lamp	\$ 83.00	* \$54.66	\$ 81.70	* \$90.00			\$ 81.00		* \$79.00	* \$69.98	* \$51.00
5	V13H010L71	Epson BrightLink 485Wi Projector Lamp				* \$52.00			^ \$1577.00		* \$79.00		* \$50.00
6	V12H467020	Epson Active Wall Speakers ELPS02	\$ 161.00		\$ 124.46	\$ 125.00		\$ 169.24	\$ 121.00		\$ 209.00		
7	PJF2-UNV-S	Peerless Universal Ceiling Mount Kit	\$ 109.00			\$ 102.59	\$ 135.00		\$ 106.60	* \$82.00			
<b>Logitech Products</b>													
8	920-008671	Logitech MK540 Keyboard & Mouse Combo			\$ 41.24	**\$39.00		\$ 40.59	**\$39.00				
9	980-000802	Logitech Z150 2-Piece Speaker System			\$ 23.40	\$ 24.00		\$ 35.28	\$ 19.75				
10	981-000014	Logitech H390 USB Headset			\$ 24.75	\$ 26.00		\$ 23.71	\$ 20.00				
11	960-001257	Logitech C920s Pro HD Webcam			\$ 55.57	\$ 60.00		\$ 59.23	\$ 49.00				

**Bid #3698 - Technology Parts and Supplies**

Item Number	Part Number	Description	B & H Photo	Bulbtronics	Camcor	CDW-G	Central Technologies	GHA	Howard Technology	Nashville's Media	NSAV	Pyramid School	Scott Electric
<b>Document Cameras &amp; Display Items</b>													
12	V12H758020	Epson DC-21 High Resolution Document Camera	\$ 515.00		\$ 467.98	\$ 475.00		\$ 568.99	\$ 465.00				
13	DC125	Lumens DC125 Ladibug Document Camera	* \$256.79		\$ 148.29	* \$190.00			\$ 188.00				
14	SBWD960A	ScreenBeam 960 Wireless Display Receiver			\$ 280.75	\$ 275.00	\$ 277.00		\$ 268.00				
15	SBWD1000ED U	Screenbeam 1000 EDU Wireless Display Receiver			\$ 461.68	\$ 460.00	\$ 462.00		\$ 446.00				
<b>Printers &amp; Scanners</b>													
16	1G5L3A#B1H	HP OfficeJet Pro 9015e All-In-One Inkjet			\$ 196.88	\$ 255.00		\$ 185.41	\$ 181.00				
17	D9L64A#B1H	HP OfficeJet Pro 8210 Inkjet			\$ 130.68	\$ 159.00		\$ 121.96	\$ 119.00				
18	B11B261202	Epson WorkForce DS-530 II Scanner			\$ 322.77	\$ 345.00		\$ 314.25	\$ 311.00				
19	B11B250201	Epson WorkForce DS-870 Scanner			\$ 799.75	\$ 695.00		\$ 635.35	\$ 467.00				
<b>Laptop &amp; iPad Carts</b>													
20	CHRGEX30i	Aver Laptop/Tablet Charging Cart 30	\$ 1,549.95			\$ 1,050.00		\$ 1,377.42	\$ 1,369.00				
21	CS-1610-BL	Jar Systems Essential 16 Charging Station							\$ 353.00				
<b>Turning Technologies Items</b>													
22	CB-A-84-00526-07	MobiView Teacher Tablet								\$ 299.00			



**Bid #3698 - Technology Parts and Supplies**

Item Number	Part Number	Description	B & H Photo	Bulbtronics	Camcor	CDW-G	Central Technologies	GHA	Howard Technology	Nashville's Media	NSAV	Pyramid School	Scott Electric
23	IW-A-11-00735-05-FULL	Workspace Full\Single User								\$ 99.00			
24	IW-A-11-00735-05-FULL-BLDG	Workspace Full\Building (25 Licenses)								\$ 999.00			
<b>Projector Screen &amp; Accessories</b>													
25	206172 & 227212	Draper Luma 2 Screen, 8ft w/ 6" Mounting Bracket			\$ 595.33	\$ 490.00		\$ 523.26	\$ 464.75	\$ 725.00		\$ 699.95	
26	227214	Draper 10" - 14" Mounting Bracket			\$ 33.79	\$ 25.00		\$ 31.03	\$ 23.25	\$ 59.00		\$ 39.95	

Mailed to 99 vendors

88 vendors did not respond

\* Alternate/3rd Party or Compatible Item Bid

^ Incorrect Item Bid

\*\*Tie Bid

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

To be funded through GPS, Federal Program, Building Program and Individual Schools.

**Bid # 3699**  
**Washington, DC Trip**  
**Thurman Francis Arts Academy**  
**(May 6, 2024 - May 10, 2024)**

Item #	Description	Bob Rogers Travel	Martin School Travel
1	55-64 Quad Occupancy		\$ <b>1,035.00</b>
2	65-74 Quad Occupancy		\$ <b>1,035.00</b>
3	75-80 Quad Occupancy	\$ 1,189.00	\$ <b>1,035.00</b>

Mailed to 14 vendors  
12 vendors did not respond

Recommend: Motion to award to Martin School Travel for overall lowest and best bid.

To be funded through Thurman Francis School.

**Bid #3700**  
**Small Wares (School Nutrition Dept.)**

<b>Vendor</b>	<b>Percentage Off Catalog Price</b>
Ahimsa	3%
Birmingham Restaurant Supply	15%
<b>Sam Tell and Son Inc.</b>	<b>20% - 65%</b>

Mailed to 18 vendors  
15 vendors did not respond

Recommend: Motion to award to Sam Tell and Son Inc. for overall lowest and best bid.

To be funded through the School Nutrition Department.

**Bid #3701**  
**Paving**

Item #	Description	Sessions Paving Company
1	Asphalt Paved over existing Gravel (per sq ft)	\$ 2.10
2	Asphalt Paved w/6" of Gravel and Excavation (per sq ft)	\$ 3.25
3	Re-Surfacing Asphalt (per sq ft)	\$ 1.45
4	Concrete Curbing (per linear ft)	\$ 22.00
5	Grinding of Asphalt (per sq ft)	\$ 2.15
6	Excavation (per yard)	\$ 245.00
7	Raised Concrete Crosswalk with Stripping (per linear ft)	\$ 310.00
8	Raised Pavement Crosswalk with Stripping (per linear ft.)	\$ 185.00

Mailed to 22 vendors  
21 vendors did not respond

Recommend: Motion to award to Sessions Paving for overall lowest and best bid.

To be funded with Maintenance Department

### Bid # 3702 - Canopy Covers

Item #	Description	Home Building Products	The Plantation Room
1	Pr Sq Ft Cost \$ _____ for .032 Flat pan canopy attached, ___' projection X ___' wide (max. 12' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 8' height clearance per square foot	\$ 27.48	\$ 20.00
2	Pr Sq Ft Cost \$ _____ for .032 Flat pan canopy attached, ___' projection X ___' wide (max. 12' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 10' height clearance per square foot	\$ 28.32	\$ 20.50
3	Pr Sq Ft Cost \$ _____ for .032 Flat pan canopy attached, ___' projection X ___' wide (max. 12' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 8' height clearance per square foot	\$ 29.10	\$ 24.00
4	Pr Sq Ft Cost \$ _____ for .032 Flat pan canopy attached, ___' projection X ___' wide (max. 12' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 10' height clearance per square foot	\$ 29.90	\$ 24.50
5	Cost Pr Post \$ _____ Add for digging hole for concrete around post. Post must be a minium of 18" deep in the ground.	\$ 85.00	\$ 35.00
6	Cost Pr Lft \$ _____ Add for 2" x 3" downspout	\$ 3.12	\$ 6.00

Mailed to 8 vendors

6 vendors did not respond

Recommend: Motion to award to Home Building Products for overall best bid. The Plantation Room limits the size.

To be funded through Maintenance, GP, and CP Funds

**Bid #3704 - Gym Divider Curtain (Stewarts Creek High)**

<b>Description</b>	<b>Toadvine Enterprises</b>
Gym Divider Curtain	<b>\$ 29,994.00</b>

Mailed to 20 vendors  
19 vendors did not respond

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

To be funded through Maintenance or Capital Projects

**Bid #3705 - Band Instruments and Equipment**

Item #	Description	Model	Amro Music	Midwest	Perfektion	Romeo Musics	Stenway Piano	Steve Weiss	Taylor Music	West Music
1	Guitar	Yamaha FG800 Dolid Top Acoustic Guitar	\$ 170.00		\$ 195.00	\$ 232.00				\$ 185.72
2	Guitar	Epiphone DR-100 Dreadnaught Acoustic Guitar			\$ 150.00					
3	Electric Guitar	Yamaha PAC112V Electric Guitar	\$ 228.00		\$ 279.00	\$ 234.00				\$ 266.47
4	Bass Guitar	Yamaha TRBX174EW Mango Wood 4-String Electric Bass Guitar	\$ 198.00		\$ 225.00	\$ 271.00				
5	Ukulele	Kala Learn to Play Ukulele Starter Kit KALA-LTP-S			\$ 66.00					
6	Ukulele	Makala Dolphin Soprano Ukulele MK-SD			\$ 51.00					\$ 47.64
7	Flute	Gemeinhardt 2SP Student Model Flute with Case	\$ 375.00						\$ 277.00	
8	Flute	Yamaha 362 Intermediate Flute with Case	\$ 1,041.00		\$ 1,490.00				\$ 919.00	\$ 1,107.00
9	Oboe	Yamaha YOB-241 Oboe with Case	\$ 1,711.00		\$ 2,750.00				\$ 1,595.00	\$ 1,835.00
10	Oboe	Howarth S20C Oboe with Case								
11	Bb Clarinet	Yamaha YCL-255 Standard Bb Clarinet	\$ 534.00		\$ 749.00				\$ 393.00	\$ 555.00
12	Bass Clarinet	Selmer 1430LP Bass Clarinet with Case	\$ 2,223.00		\$ 2,550.00				\$ 2,066.00	\$ 2,387.00
13	Bass Clarinet	Yamaha YCL-221 Bass Clarinet with Case	\$ 2,145.00		\$ 2,450.00				\$ 2,022.00	\$ 2,300.00
14	Alto Saxophone	Yamaha YAS-26 Standard Also Saxophone with Case	\$ 1,268.00		\$ 2,050.00				\$ 966.00	\$ 1,349.00
15	Alto Saxophone	Selmer 300 Series Alto Saxophone with Case	\$ 1,043.00		\$ 1,980.00				\$ 969.00	\$ 1,087.00
16	Tenor Saxophone	Yamaha YTS-26 Tenor Saxophone with Case	\$ 1,587.00		\$ 2,850.00				\$ 1,211.00	\$ 1,704.00
17	Tenor Saxophone	Yamaha YTS-480 Intermediate Tenor Saxophone with Case	\$ 2,384.00		\$ 3,100.00				\$ 2,233.00	\$ 2,560.00
18	Baritone Saxophone	Yamaha Baritone Saxophone YBS-480 with Case	\$ 5,174.00		\$ 6,250.00				\$ 4,822.00	\$ 5,560.00
19	Baritone Saxophone	Selmer SBS411 Baritone Saxophone with Case	\$ 4,690.00						\$ 4,377.00	\$ 5,045.00
20	Baritone Saxophone	Yanagisawa BW01 Baritone Saxophone with Case	\$ 6,733.00						\$ 6,404.00	\$ 7,332.00
21	Trumpet	Bach BTR301 USA Student Series Bb Trumpet with Case	\$ 604.00		\$ 1,390.00				\$ 555.00	\$ 616.00
22	French Horn	Holton H179 French Horn with Case	\$ 4,752.00		\$ 5,850.00				\$ 4,424.00	\$ 5,113.00
23	French Horn	Conn 8D French Horn with Case	\$ 4,752.00		\$ 5,850.00				\$ 4,424.00	\$ 5,113.00
24	Trombone	Bach TB301 Student Series Trombone with Case	\$ 6,097.00		\$ 1,250.00				\$ 555.00	\$ 660.00
25	Trombone	Yamaha YSL-447G Trombone with Case	\$ 1,286.00		\$ 1,550.00				\$ 1,188.00	\$ 1,338.00
26	Euphonium	Yamaha YEP-201 3-Valve Euphonium with Case	\$ 1,695.00		\$ 2,180.00				\$ 1,588.00	\$ 1,817.00
27	Euphonium	Yamaha YEP321S 4-Valve Euphonium with Case	\$ 2,441.00	\$ 2,322.00	\$ 2,900.00				\$ 2,277.00	\$ 2,618.00
28	Tuba	Yamaha YBB-105 WC 3/4 Size Tuba with Case	\$ 3,384.00	\$ 6,205.00	\$ 4,350.00				\$ 3,161.00	\$ 3,633.00
29	Tuba	Jupiter JTU700 3/4 Size Tuba with Case	\$ 2,662.00		\$ 3,850.00				\$ 2,433.00	\$ 2,842.00
30	Tuba	Yamaha YBB201WC Tuba with Case	\$ 5,209.00	\$ 5,039.00	\$ 7,150.00				\$ 4,866.00	\$ 5,599.00
31	Tuba	Yamaha YBB321WC Tuba with Case	\$ 5,714.00	\$ 5,515.00	\$ 7,850.00				\$ 5,244.00	\$ 6,144.00

**Bid #3705 - Band Instruments and Equipment**

Item #	Description	Model	Amro Music	Midwest	Perfektion	Romeo Musics	Stenway Piano	Steve Weiss	Taylor Music	West Music
32	Mellophone	Yamaha Marching Mellophone YMP-204MS, Silver-Plated with Case	\$ 1,656.00	\$ 1,564.00	\$ 2,150.00				\$ 1,533.00	\$ 1,757.00
33	Marching Baritone	Yamaha Marching Baritone YBH-301MS, Silver-Plated with Cae	\$ 2,268.00	\$ 2,164.00	\$ 2,900.00				\$ 2,111.00	\$ 2,437.00
34	Sousaphone	Jupiter 1100 Performance Series JSP1100S Sousaphone with Case	\$ 6,562.00		\$ 8,950.00				\$ 5,966.00	\$ 7,011.00
35	Sousaphone	Yamaha YSH-411S Sousaphone with Case	\$ 8,571.00		\$ 10,500.00				\$ 7,997.00	\$ 9,213.00
36	Sousaphone	Conn 20K Series Sousaphone, Silver Plate, with Case	\$ 10,278.00		\$ 13,450.00				\$ 9,696.00	\$ 11,059.00
37	Marimba	Adams 5-Octave Synthetic Marimba on Marching Frame - MAKF50	\$ 17,557.00					\$ 16,540.00	\$ 16,466.00	\$ 16,721.49
38	Marimba	Yamaha 4.3 Octave Synthetic Marimba YAM-YMRD2400	\$ 5,640.00					\$ 5,430.00	\$ 5,333.00	\$ 5,715.79
39	Cymbals	18" Zildjian K Symphonic Light, Brilliant Crash Cymbal Pair - K2014	\$ 373.00		\$ 780.00			\$ 546.00		\$ 670.19
40	Drum Set	Yamaha Stage Custom Birch 5-Piece Shell Pack -Homey Amber - 20" Kick	*\$619.00		\$ 749.00	\$ 773.00		*\$619.00		\$ 646.00
41	Drum Hardware	Yamaha HW-780 5-Piece 700 Series Hardware Pack	\$ 235.00		\$ 295.00	\$ 245.00		\$ 229.00		\$ 262.44
42	Cymbal Set	Zildjian A Custom Cymbal Set (14, 16, 19, and 20-in.)	\$ 838.00					\$ 729.00		\$ 863.99
43	Digital Piano	Roland RP501R Digital Piano with Stand	\$ 1,598.00		\$ 1,450.00	\$ 1,550.00	\$ 1,979.99			
44	Digital Piano	Roland RD-88 Digital Piano with Stand and Pedals	\$ 1,198.00			\$ 1,199.00	\$ 1,559.00			
45	Keyboards	Yamaha PSRE273 Keyboards (Yamaha LC4 Music Lab for 16 Students)				\$ 142.00				
46	Keyboards	Alesis Recital Pro 88-Key Digital Piano with Hammer Action Keys			\$ 348.00	\$ 343.00				\$ 379.00
47	Keyboard Stand	Hosa KBT-502 Keyboard Stand	\$ 27.00		\$ 36.00	\$ 23.20				
48	Headphones	Samson SR350 Studio Headphones	\$ 17.00		\$ 15.50	\$ 15.50				\$ 16.14
49	Pedal	Nektar NP-2 Universal Sustain Pedal	\$ 27.00		\$ 21.00	\$ 15.65				
50	Cardiod Microphone	Shure SM81 Cardioid Condenser Microphone, with calble and stand				\$ 422.00				
51	Wireless Microphone	Shure GLXD24R+ Digital Wireless Rack System with SM58 Capsule			\$ 619.00	\$ 544.00				\$ 554.90
52	Acoustic Shells	Stage Right Alla Breve Acoustic Shells (5-Unit Package)								
53	Speaker	Behringer Eurolive B112W 1000W 12-in. Powered Speaker with Bluetooth				\$ 272.00				



**Bid #3705 - Band Instruments and Equipment**

Item #	Description	Model	Amro Music	Midwest	Perfektion	Romeo Musics	Stenway Piano	Steve Weiss	Taylor Music	West Music
54	Music Stands	Manhasset M48 Music Stands	\$ 49.00		\$ 44.00	\$48.95 (must purchase pack of 50)			\$244.00 (pack of 6)	\$ 48.50

Mailed to 31 vendors  
23 vendors did not respond

\*Tie Bids

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

To be funded through the FP and GP funds

**Bid #3706 - Welding Equipment**

Item #	Model and/or Part #	Description	MSC	Fastenal	C & C Oxygen	Volunteer Welding
1	K3520-1	Power Mig 260 Mig Welder	\$ 4,700.41	\$ 3,865.00	\$ 3,150.00	\$ 3,375.99
2	K2535-2	Precision TIG 225 TIG welder Ready-Pak with Cart		\$ 5,149.00	\$ 4,361.00	\$ 4,498.25
3	K-3282-3	Viking 1740 Matte Black Welding Helmet	\$ 192.99	\$ 123.00	\$ 105.00	\$ 112.36
4	K-3683-4	Viking 3350 Daredevil Welding Helmet		\$ 450.00	\$ 365.00	\$ 385.00
5	K-3750-1	OMNISwhield Clear Fac Sheild - Standard		\$ 25.00	\$ 22.50	\$ 22.48
6	K4787-XL	Premium 7 Series Elkskin Stick/MIG Welding Gloves - XL		\$ 27.00	\$ 24.00	\$ 24.15
7	K2979-ALL	Traditional MIG Stick Welding Gloves		\$ 12.50	\$ 11.50	\$ 11.46
8	HYP087183	Lincoln hypertherm Powermax 85 Sync Plasma Cutter		\$ 6,273.00	\$ 3,781.00	
9	0384-0807	Cutting/Welding Outfit CGA-540/CGA-510	\$ 776.33	\$ 645.00	\$ 475.00	
10	HBS-814GH	JET horizontal Metal Cuttig Band Saw with Hydraulic Feed - 8" x 14", 1HP, 110-220V	\$ 4,061.54	\$ 3,276.00	\$ 2,927.00	

Mailed to 10 vendors  
6 vendors did not respond

Recommend: Motion to award to C & C Oxygen for overall lowest and best bid.

To be funded through Career and Technical Department.

**Request to Purchase:**

Several Departments would like to purchase from TN Statewide Contract # 209 the following vehicles:

(4) Four  $\frac{3}{4}$  Ton Trucks with service beds, ladder racks, and liftgate

(1) One cutaway van with utility bed

To be funded from Maintenance Department.

(5) Five Transit Cargo Vans

To be funded from School Nutrition

(11) Eleven Mini Vans or 10 Passenger Vans

(1) One Dual Cab Truck

(1) One Suburban or similar in size

To be funded from CTE Department

(1) One Ford Explorer or similar in size

To be funded from the Safety Department.

**Request to Purchase:**

Rutherford County Board of Education request to piggyback any awarded bids from any County in the State of Tennessee.

## MEMORANDUM

DATE: September 25, 2023  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (1)

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The Board has been requested to admit a transfer student from another school system under discipline. The student was remanded to alternative school for vaping in the classroom.

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 25, 2023  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (2)

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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 a vape pen and marijuana.

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 26, 2023  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (3)

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The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for reckless endangerment.

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 28, 2023  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (4)

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The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for possession of THC.

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 28, 2023  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (5)

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

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

Director of Schools' Recommendation: Deny admission.

Rutherford County Schools

Application for Campus Construction Project

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

1. School Name **Blackman Middle**
2. Principal **Dr. Jessica Jackson**
3. Project Name **Softball batting cage, concrete pad**
4. Assistant Principal who is overseeing the project **Paul Smith**
5. Does project support recreational sports, athletics or education? **Athletics**
6. Does this project meet all gender equity criteria? **Yes**
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.) **Softball**
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate.  
**18,000: No cost to the board**
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. **Grant, labor donation, funds raised through yearly fundraisers.**
10. If a grant or funded by a foundation/donor/charitable organization, what is the foundations name? **Richard Siegel Foundation, Summit Concrete**  
Do construction plans meet criteria for funding?  
**Yes**
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan **N/A**
12. Do you have a site layout showing where this project will be constructed on campus?  
**Yes**
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? **TN one-call will be contacted to mark UTILITIES (Irrigation lines) location will be approved by RUCD assist.**
14. Has MTEMC, CUU, MWSD or other local utilities been contacted for service connection if required? **N/A** **Superv. Eng. INGS OF CONST.**
15. Are plans drawn and stamped by Architect/ Engineer? **N/A**



Principal

**DR. JESSICA JACKSON**

3945 BLAZE DRIVE  
MURFREESBORO, TN 37128

PHONE (615) 904-3860

FAX (615) 904-3861

[WWW.BLM@RCSCHOOLS.NET](mailto:WWW.BLM@RCSCHOOLS.NET)

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Assistant Principals

Seth Burt  
Elizabeth Gorden  
Stephanie Phillips  
Paul Smith

September 12, 2023

To Whom it May Concern,

Blackman Middle School would like to request approval to build a hitting cage beside the softball field. The concrete pad size would be 40x60 at 4 inches thick, and there would be two hitting cage nets within the concrete pad for stability. The funds for this project will be raised by the Blackman Middle School Softball Program, pending the Richard Siegel Foundation grant funding a portion, and Summit Concrete donating a portion of their labor.

Thank you,

Dr. Jessica Jackson  
Principal



**Summit Concrete**  
 1784 W Northfield Blvd #342  
 (615) 295-4547  
 www.summitconcretetn.com

**Proposal #6248**  
 Created: 08/31/2023  
 From: Travis Stalworth

**Proposal For**

**Blackman Middle School Softball**

3945 Blaze Drive  
 Murfreesboro, TN

mobile: 6154273839  
 kelleyme@rcschools.net

**Location**

**3945 Blaze Dr**  
 Murfreesboro, TN 37128

**Terms**

Residential Due Upon Receipt

Softball Batting Cages

INITIAL	ITEM DESCRIPTION	AMOUNT
_____	<b>A) Broom Finish - Description of Work</b> <i>Included</i> Install concrete flatwork (approximately 2,400 square feet) with commercial mix 3,500 PSI. Broom finish with control joints.  Project: 40X60 broom finished pad to fit two new softball batting cages located at Blackman Middle School softball field.	\$ 17,342.99
_____	<b>E) Description of Work - Miscellaneous</b> <i>Included</i> Install/set concrete posts for batting cages (4 poles x 2 x 2 set points equals 18 holes)	\$ 2,250.00
_____	<b>B) Discount</b> <i>Optional</i> If all a concrete is donated (33 yards)	- \$ 150.00
_____	<b>C) Discount</b> <i>Optional</i> If gravel is donated (1 load)	- \$ 600.00
_____	<b>D) Charitable Contribution</b> <i>Included</i> Summit Concrete Charitable Contribution	- \$ 2,000.00

Please use the initial line to mark items as accepted.

"Each one should use whatever gifts he has received to serve others, as faithful stewards of God's grace in its various forms." 1 Peter 4:10

**Signature**

x

Date:

Please sign here to accept the terms and conditions

---





**Summit Concrete**  
1784 W Northfield Blvd #342  
(615) 295-4547  
www.summitconcretetn.com

**Proposal #6248**  
Created: 08/31/2023  
From: Travis Stalsworth

Amount Enclosed: \_\_\_\_\_ Check #: \_\_\_\_\_ Date: \_\_\_\_\_

**Sales Reps**

Travis Stalsworth

**Photos**





**Summit Concrete**  
 1784 W Northfield Blvd #342  
 (615) 295-4547  
 www.summitconcretetn.com

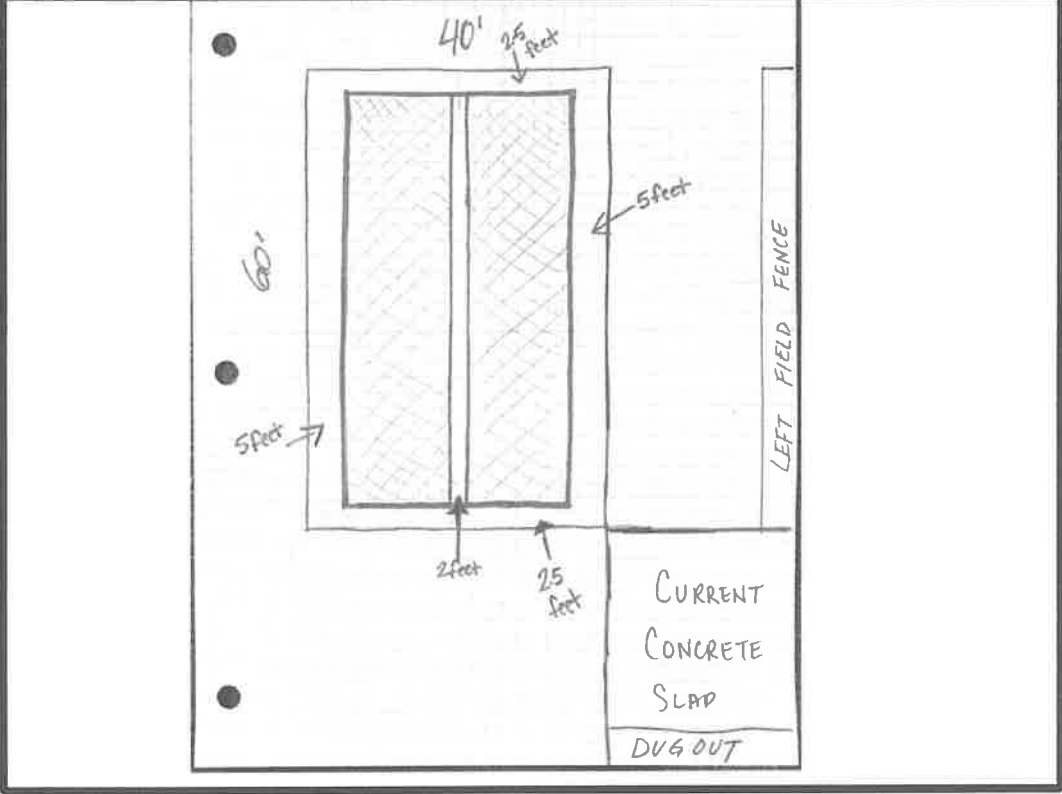
**Proposal #6248**  
 Created: 08/31/2023  
 From: Travis Stalworth

60'x40' Broom finished pad.

Pad will need to be poured approximately 10' left of the dugout due to electrical underground wiring and 15' back away from the fence.

Final location will be determined prior to forming.

BMS ACCESS ROAD



SOFTBALL FIELD

FORTRESS BLVD





**Summit Concrete**  
 1784 W Northfield Blvd #342  
 (615) 295-4547  
[www.summitconcretetn.com](http://www.summitconcretetn.com)

**Proposal #6329**  
 Created: 09/26/2023  
 From: X-Phillip Mullins

**Proposal For**

**Rutherford County Schools**

2240 Southpark Dr  
 Murfreesboro, TN 37128

mobile: (615) 456-4971  
[faulkr@rcschools.net](mailto:faulkr@rcschools.net)

**Location**

12619 Old Nashville Hwy  
 Smyrna, TN 37167

**Terms**

Commercial - 15 Day Terms

Walking Track

ITEM DESCRIPTION	AMOUNT
<b>A) Description of Work - Broom Finish</b> Install concrete flatwork (approximately 2,000 square feet) with commercial mix 3,500 PSI. Broom finish with control joints.  5 x 400 2,000  112.5	<b>\$ 16,000.00</b>

*"Each one should use whatever gifts he has received to serve others, as faithful stewards of God's grace in its various forms." 1 Peter 4:10*

**TOTAL \$ 16,000.00**

**Signature**

x

Date:

Please sign here to accept the terms and conditions

Amount Enclosed: _____	Check #: _____	Date: _____
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**Sales Reps**

X-Phillip Mullins

**Photos**

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**Summit Concrete**  
1784 W Northfield Blvd #342  
(615) 295-4547  
www.summitconcretetn.com

**Proposal #6329**  
Created: 09/26/2023  
From: X-Phillip Mullins



*WE LOOK FORWARD TO WORKING WITH YOU!!!*





## TERMS AND CONDITIONS

**RESIDENTIAL DEPOSIT & PAYMENT TERMS**-50% deposit & signed estimate holds customers spot on Summit Concrete LLC's schedule. Full payment due upon receipt of final invoice (Decorative jobs are 50% deposit, 40% paid when concrete is poured, & remaining 10% owed upon completion of staining & sealing). Summit Concrete LLC requests that all payments be mailed in a matter as to meet the above payment terms. Payment via credit card may be made via Quickbooks. A 3% processing fee will be added to all invoices if payment is made using these terms. Processing fee will be waived if payment is made via mail through check or cash. Please advise a Summit Concrete LLC representative in writing (mail or email) within 7 days from receipt of invoice if there are areas of finished work that customer feels is outside the acceptability standards of the concrete industry. If Summit Concrete LLC does not receive notice within 7 days, it is understood that the work is accepted as is.

**NOTE**-25% of deposit is non-refundable.

**PAYMENT**-If payment is not made, the customer will additionally be responsible for interest at the maximum rate permissible by law, all attorney fees, court costs & any additional costs incurred by Summit Concrete LLC to collect said payment.

**CONTRACTOR PAYMENT TERMS**-Full payment due upon receipt of invoice. Each portion of a job will be billed as work is completed. Payments are due based upon the following:

- Maximum 15 day terms from receipt of invoice.
- Decorative jobs are 90% paid when concrete is poured, & remaining 10% owed upon completion of staining & sealing.

Each billing & job "stand alone" & chargeback/ holdbacks from one bill or one job to another are not permissible. If payment is not made, the customer will additionally be responsible for interest at the maximum rate permissible by law, all attorney fees, court costs & any additional costs incurred by Summit Concrete LLC to collect said payment. Summit Concrete LLC requests that all payments be mailed in a matter as to meet the above payment terms. Payment via credit card may be made via Quickbooks. A 3% processing fee will be added to all invoices if payment is made using these terms. Processing fee will be waived if payment is made via mail through check or cash. Please advise a Summit Concrete LLC representative in writing (mail or email) within 7 days from receipt of invoice if there are areas of finished work that customer feels is outside the acceptability standards of the concrete industry. If Summit Concrete LLC does not receive notice within 7 days, it is understood that the work is accepted as is.

**MAIL**-payments to:  
Summit Concrete LLC  
1784 W Northfield Blvd Suite 342  
Murfreesboro, TN 37129

**PAYMENT**-If payment is not made, the customer will additionally be responsible for interest at the maximum rate permissible by law, all attorney fees, court costs & any additional costs incurred by Summit Concrete LLC to collect said payment.

**WE PROPOSE**-hereby to furnish material & labor, unless otherwise noted, complete in accordance with the above specifications & below terms.

**CHANGE ORDERS**-Any alteration, deviation, addition from above estimate will be charged per applicable Summit Concrete LLC pricing & full payment due upon receipt of final invoice.

**NOT RESPONSIBLE**-for any underground wiring, plumbing, property survey, or permits.

**BACKFILL**-Summit Concrete recommends customer to backfill against concrete immediately following removal of forms to avoid gravel washing out & leaving voids under finished product.

**PROPERTY DAMAGE RELEASE**-Our company will do its best to minimize landscape, yard, & property damage, but owner understands that we assume no liability for damage to said property.

**PROPERTY ACKNOWLEDGEMENT RELEASE**-customer acknowledges & releases the use of pictures of our work on your property for Summit Concrete LLC's use in marketing.

**INSURANCE**-Our company & workers are fully insured (workmen's compensation, general liability, automobile liability)

**CONCRETE**-There is a risk of some imperfection in the color & finish of concrete. Shade variations of cement & aggregate plus variations in the volume of water, the addition of admixtures & other additives may have an effect on the final color & finish. Some areas of imperfections that could occur are included in a list below. This list is not all inclusive, but highlights many items that are industry standard acceptable. Please advise a Summit Concrete LLC representative in writing (mail or email) within 7 days from receipt of invoice if there are areas of finished work that customer feels is outside the acceptability standards of the concrete industry. If Summit Concrete LLC does not receive notice within 7 days, it is understood that the work is accepted as is.

Our goal as a professional contractor is to minimize these imperfections while also advising our customers on realistic things that can happen during the install & finishing process.

- Discoloration on finish
- Small rock pops
- Small holes
- Small areas of exposed aggregate
- Areas of inconsistent brooming
- Small dips that potentially hold small amounts of water
- Small areas where forms are not perfectly straight
- Difficult to reach areas around pipes, stairs, up against house that have holes or aren't finished perfectly

**DECORATIVE**-There is a risk of some imperfection in the design, color, stamp, texture, & finish. The color chosen by customer may not exactly represent the final color. Shade variations of cement & aggregate plus variations in the volume of water, the addition of admixtures & other additives, & lighting (sun vs shade) may have an effect on the final color & finish. Customer understands that Summit Concrete LLC does not select colors & assumes no liability if chosen color by customer is different from color selected on color chart provided. Note that any decorative concrete can be slick when sealed. All repaired cracks have high likelihood of reappearing and transferring through overlay material/ coatings.

**CONTROL JOINTS**-Concrete is a construction material that consists of cement, aggregate (generally gravel & sand), water, & admixtures. During the curing process of the concrete, it will shrink as it dries. Concrete will shrink on average of 1/16 inch for every 10 linear feet. To minimize the cracks we will make sure base is solid/ compacted, add reinforcement if necessary, & add proper control joints to encourage the concrete to crack at predetermined locations. Even with all of this the concrete could develop random cracks all on its own outside of these control joints.

**ACCEPTANCE OF PROPOSAL**-The above prices, specifications, & conditions are satisfactory & are accepted. By allowing Summit Concrete LLC to proceed with work, you agree to these terms (signature not necessary). Quotes are valid for 30 days.



### **Chuck Akers - Owner**

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Chuck was born and raised in Murfreesboro, Tennessee. Chuck has worked for locally owned businesses his entire career before setting out to begin his own business in 2015. Quality and customer satisfaction are two of the most important aspects of Summit Concrete. With a business degree from Middle Tennessee State University, Chuck is qualified to meet any expectation and budget. As a former Blue Raider baseball player, Chuck can often be found watching a ballgame and enjoying the local Murfreesboro Community. Summit Concrete and Chuck are excited about earning your business.

### **Family Values**

Summit Concrete LLC is truly a family run business with strong Christian values at our core. We will strive to treat each customer we serve like family. Chuck and Blair promise to use their business's success to glorify God by providing exceptional service, excellence in quality, and absolute integrity.

### **Chuck and Phillip**

Our team is your team. When you have a vision, you need the best people driving your mission forward and making it into a reality. You want people that can work together to create, engineer, and execute. Summit Concrete of Murfreesboro Tennessee would love to meet you and begin earning your loyalty. When you call Summit Concrete for an estimate you will see one of these two amazing men. They are the best in the business and can assist you in putting your backyard dreams together. We will come evaluate any job, but our most popular are; patios, sidewalks, driveways, pool decks, steps, hot tub pads, slabs, and anything and everything decorative concrete!

Call us today for your free estimate [615-295-4547](tel:615-295-4547).

*"Each one should use whatever gifts he has received to serve others, as faithful stewards of God's grace in its various forms." 1 Peter 4:10*

Mr. Trey Lee  
Chief Operations Officer  
Rutherford County Schools  
2240 Southpark Drive  
Murfreesboro, TN 37128

**Re: Proposal for Professional Civil Engineering Services  
Ball Fields at Whitworth Buchanan Campus  
Murfreesboro, Tennessee  
BCA No. 930**

Dear Mr. Lee:

Barge Civil Associates, LLC. (BCA) appreciates the opportunity to provide this proposal to Rutherford County Schools (RCS) for professional civil engineering services in connection with developing a high school baseball field, softball field, and concession/restroom building on the Whitworth Buchanan Middle School property.

#### **DESCRIPTION OF PROJECT**

BCA understands RCS would like to develop the future high school property which has been determined to have limited development potential due to the formation of wetlands on the property.

#### **SCOPE OF SERVICES**

Based on our understanding of the project and services desired, BCA envisions our Scope of Services to be as follows:

**1. *Site Plan***

BCA will develop a site plan which illustrates the proposed concession/restroom building, baseball field, softball field, 25-30 space parking lot, and other pertinent hardscapes. Detailed enlargements of site components will be provided as necessary.

**2. *Grading Plan***

BCA will provide design of a site grading plan. We will establish grade relationships on the proposed building and surrounding parking area which will include spot shots as necessary for detailed areas. BCA will provide a detailed grading plan for each playing field in accordance with NFHS standards, where practicable.

**3. *Drainage Plans***

BCA will provide design of the required storm drainage system. BCA will perform hydraulic calculations to confirm the capacity in proposed and existing stormwater systems. BCA assumes an underdrain system in the ballfields will be utilized and has included this design in our scope of work.

**4. *Site Utility Plan***

BCA will provide site utility design for typical domestic water sanitary sewer system. BCA assumes water services can be provided without the need of exterior pumps; therefore, we specifically exclude the design of any pumps for these utilities or for groundwater/under slab dewatering systems. Site Lighting and scoreboards are included and the design of electrical and communications systems will be provided by our sub-consultant, IC Thomason.

**5. *Erosion Control Plans***

BCA will provide design for the erosion control provisions and water quality measures mandated by the Tennessee Department of Environment and Conservation (TDEC) and City of Murfreesboro. We will utilize Best Management Practices (BMP's) outlined in Rutherford County Stormwater Regulations.

**6. Stormwater Prevention Pollution Plan**

BCA will develop a Stormwater Pollution Prevention Plan (SWPPP) and make application with TDEC for coverage under the general permit for construction activities, as the project will disturb more than one acre. The owner, general contractor, and subcontractors who will disturb earth are required to be covered under the permit.

**7. Technical Specifications and Civil Details**

BCA will provide the necessary civil details on the drawings and written technical specifications to develop a project manual for bidding purposes.

**8. Building Design**

Using Sub-consultants, GMC, SDG, ICT, and AI Wilkinson, BCA will design and develop construction drawings for a concessions/restroom building near the ballfields. GMC and SDG will develop construction drawings for the ball field dugouts.

**9. Entitlements**

BCA will file necessary documents to obtain entitlements from the City of Murfreesboro and will prepare submittals for permits related to civil work, mainly the grading and public works permits. Payment of all permit fees will be made by RCS.

**10. Contractor Bids**

BCA work will compile a set of construction documents and project manual and work with RCS to develop a bid date, bid advertisement, bid opening, and evaluate bids to select a contractor.

**11. Construction Administration**

BCA and design team will monitor construction and review, observe and comment on work in progress on an as-needed basis. BC&A will also complete the following tasks as part of Construction Administration:

- a. Conduct pre-construction meeting
- b. Review shop drawings
- c. Monthly site field reports
- d. Review monthly pay requests
- e. RFI documentation
- f. Conduct Final punch list meeting

**12. Topographic Survey**

Using a sub-consultant, Cherry Land Surveying, BCA will procure a topographic survey of the existing conditions of the project area. Cherry will collect topographic elevations, hardscapes, utilities, and outline of forested areas.

**13. Landscape Architecture**

Using a sub-consultant, AI Wilkinson, BCA will develop a landscape plan to meet the minimum standards required by the City of Murfreesboro. We will also develop an irrigation plan for watering the ball fields.

**PRESUMPTIONS AND EXCLUSIONS**

The Scope of Services, as outlined herein, addresses only the services required for the design of the proposed project. The following are excluded from BCA's Scope of Services but can be provided as Additional Services if desired.

1. BCA excludes any geotechnical, environmental, or archeological services.
2. BCA excludes all design, planning, or relocation of off-site facilities for vehicular traffic, signalization, or utilities, including but not limited to public sanitary sewer, storm sewer, or water line extensions.
3. BCA excludes the preparation or execution of studies such as: Phase I Assessments, ARAP, wetland delineation and mitigation, hydraulic or floodplain analysis studies, or any special environmental permitting associated with the proposed project.

4. BCA excludes the preparation and/or execution of additional studies, design services, etc., that the City of Murfreesboro, the State of Tennessee, and/or other governmental agencies may require as necessary to obtain their approval as requested by the Client.
5. BCA excludes any title or deed restriction effort involving abandonment of public alleys or easements, as well as railroad rights-of-way.
6. BCA excludes any responsibility for contractors' means, methods, or safety precautions and practices. BCA does not have the authority to supervise or direct the work performed by the Contractor or any of its employees or subcontractors.
7. BCA assumes all zoning approvals are in place and excludes any rezoning or variance effort, other than normal City of Murfreesboro site plan approval process.
9. BCA excludes the cost of any submittal or review fees, fees for purchase of maps or documents from the city, or any recording, permit, or impact fees.
10. BCA excludes the design of any retaining walls.

**FEE**

BCA proposes to perform the above-described tasks in accordance with the Terms and Conditions attached hereto for the following lump sum fee, excluding reimbursables, as follows:

<i>Topographic Survey</i> .....	<i>\$12,000.00</i>
<i>Civil Engineering Design</i> .....	<i>\$40,000.00</i>
<i>Building Design (Arch., Mech., Elec., Plumb., Struct.)</i> .....	<i>\$40,000.00</i>
<i>Landscape Architecture/Field Irrigation</i> .....	<i>\$7,500.00</i>
<i>TDEC SWPPP Permitting</i> .....	<i>\$4,000.00</i>
<i>City of Murfreesboro Entitlements</i> .....	<i>\$6,500.00</i>
<i>Bid Package/Bidding</i> .....	<i>\$4,500.00</i>
<i>Construction Administration</i> .....	<i>\$10,500.00</i>
<b>Total</b> .....	<b>\$125,000.00</b>

**REIMBURSABLE EXPENSES**

BCA shall be reimbursed at a rate of 1.15 times actual cost for actual expenses incurred directly or indirectly in connection with the project. These expenses shall include, but not be limited to: travel to the jobsite, printing, reproduction, overnight or express shipping, purchase of other consultants' agency materials to complete the civil design, or other similar project-related items. **Owner will be responsible for payment of city or state permitting, review and/or application fees required.** Mileage will be billed at the IRS allowable rate.

**ADDITIONAL SERVICES**

Any work, other than the Scope of Services outlined herein, shall be designated Additional Services. At such time as it is determined that these Additional Services are required, BCA reserves the right to amend this proposal or execute a separate agreement that will provide such services. Services desired by Rutheford County Schools, but not specifically outlined herein, can be provided on an hourly basis in accordance with the rates listed in the attached Terms and Conditions.

**VALIDITY OF PROPOSAL:**

This proposal is valid for 90 days.

**ACCEPTANCE OF TERMS AND NOTICE TO PROCEED**

Client accepts the attached terms and conditions under which the scope of services shall be performed. Client agrees that execution of this agreement is a material element of the consideration BCA requires to execute the services, and if services are initiated by BCA prior to execution of this agreement as an accommodation for the client at the client's request, both parties shall consider that commencement of services constitutes formal acceptance of all terms and conditions of this agreement. Additional terms and conditions may be added or changed only by written amendment to this agreement signed by both parties.

Mr. Trey Lee  
September 28, 2023  
Page 4 of 6

Please review this proposal and advise if you have any questions or comments. If you concur with the terms of this proposal, please indicate by signing in the space provided below and returning one executed original to our office as your official notice to proceed.

We thank you for your consideration of Barge Civil Associates, LLC as a member of the design team for this project.

Sincerely,

RUTHERFORD COUNTY SCHOOLS



Jeff Hooper, P.E  
Principal

---

Signature

hmb

---

Title

---

Date

**Acceptance/Assignment:** Client agrees that execution of this Agreement is a material element of the consideration BCA requires to execute the services, and if services are initiated by BCA prior to execution of this Agreement as an accommodation for the Client at the Client’s request, both parties shall consider that the commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement.

**Billings and Payments:** BCA shall submit invoices for services either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. Should BCA's compensation be based on a percentage of total construction cost, no deductions shall be made from BCA's compensation on the account of penalty, liquidated damages, or other sums withheld from payment to Contractors. Accounts unpaid after the 31st day of the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of BCA. The Client shall pay all costs of collection, including reasonable attorney's fees, in the event any or all of an account remains unpaid 90 days after billing.

**Changed or Hidden Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to BCA are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, BCA may call for renegotiation of appropriate portions of this Agreement. BCA shall notify the Client of the changed conditions necessitating renegotiation, and BCA and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

**Code Compliance:** BCA shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the agreement between BCA and the Client. Design changes made necessary by newly-enacted laws, codes and regulations after this date shall entitle BCA to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

**Construction Observation:** BCA shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and BCA. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow BCA to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, BCA shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work. BCA shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. BCA shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. BCA does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

**Design Without Construction Phase Services:** If the Scope of Services under this Agreement excludes project observation or review of the Contractor’s performance or any other construction phase services, and that such services will be provided for by the Client, it is understood and agreed that the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against the Consultant that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless BCA, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of BCA.

**Fees and Hourly Rates:** The total lump sum fee, if applicable, shall be understood to be an estimate and shall not be exceeded by more than ten percent without written approval of the Client. Hourly contracts shall be invoiced using the following rate charges. BCA reserves the right to modify the hourly rates.

Principal Engineer.....	\$225 to \$250
Sr. Civil Engineer.....	\$170 to \$200
Project Engineer .....	\$150 to \$170
Senior Civil Designer.....	\$150 to \$170
Civil Engineer.....	\$135 to \$150
Engineer Intern II.....	\$110 to \$125
Engineer Intern I.....	\$ 95 to \$110
Engineering Technician .....	\$ 90 to \$110
Administrative.....	\$ 85 to \$110

**Governing Law and Jurisdiction:** The Client and BCA agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Nashville, Davidson County, Tennessee.

**Groundwater:** BCA’s scope does not include building foundation drainage design or foundation pumping systems. In addition, BCA does not offer nor provide hydrogeological investigations or engineering services related to groundwater flow rates, patterns, or pressure levels. If basements or other subsurface structures are anticipated, BCA suggests the Owner/Client retain experts in this field to make the appropriate recommendations. BCA will provide design services for conveyance of groundwater at the location, (depth and rate provided by others) as part of our surface-based stormwater design services but will not be held responsible for the determination of said flow rates.

**Hazardous Materials:** Both parties acknowledge that BCA's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event BCA or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to BCA that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of BCA's services, BCA may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

**Insurance:** BCA shall secure and maintain such insurance as will protect it from claims of negligence, bodily injury, death or property damage which may arise from the performance of services under this Agreement. Certificates of insurance may be requested by the Client.

**Indemnification:** BCA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by BCA's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom BCA is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless BCA, its officers, directors, employees and subconsultants (collectively, BCA) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor BCA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

**Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and BCA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of BCA and BCA's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of BCA and BCA's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00 or BCA's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**Ownership of Documents:** All documents produced by BCA under this Agreement shall remain the property of BCA and may not be used by the Client for any other endeavor without the written consent of BCA. The Client agrees to defend, indemnify and hold harmless BCA should any claims, damages and expenses, including attorney's fees, arise out of any unauthorized reuse of the documents by the Client or others acting through or on behalf of the Client.

**Standard of Care:** In providing services under this Agreement, BCA shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. BCA makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

**Stepped Dispute Resolution:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and BCA agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction.

**Suspension of Services for Non-Payment:** If the Client fails to reconcile any invoices 90 days old or otherwise is in breach of this Agreement, BCA may suspend work, terminate the contract, engage lien rights, open dispute resolution measures and/or begin litigation to collect on past due accounts. BCA shall have no liability whatsoever to the Client for any costs or damages as a result of such engagements caused by any breach of this Agreement by the Client. Upon payment in full by the Client, BCA may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for BCA to resume performance.

**Sustainability and Green Design (if applicable):** LEED Certification. If the Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) green-building rating system, BCA makes no warranty or assurance that LEED certification will be attained for or by the Project, and the Client releases BCA from any claims or liabilities arising out of or relating to the failure of the Project to attain or retain any expected LEED certification. The Client assumes all risk for the foregoing and releases BCA from any claims arising out of or relating to the foregoing. In addition, the Client releases BCA from any claims or liabilities associated therewith, as well as any incidental or other consequential damages suffered by the Client, however caused, in any way related to the failure of the Project to attain or retain any anticipated cost benefits, credits, incentives or grants.

**Termination of Services:** This Agreement may be terminated by the Client or BCA should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BCA for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses. The Client shall have the right to terminate this agreement by giving written notice BCA of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

**Validity Period:** Proposals for services are valid for 90 days.

END OF TERMS AND CONDITIONS