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

January 15, 2019 4:30 P.M.

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

**Recommend Approval---motion to** approve the agenda as presented.

- 5. APPROVAL OF CONSENT AGENDA (TAB 1)
  - A. Minutes: December 13, 2018 January 7, 2019

**January 8, 2019** 

- **B.** Community Use of Facilities
- C. Out of County Transfer Students (1)
- D. Clinical Affiliation Agreement Contract-Vanderbilt and RCBOE
- E. MTSU Athletic Training Contract
- F. NHC Athletic Training Contract
- G. Temporary Easement Acquisition for Pipeline Construction-Atmos Energy
- H. Routine Bids:

Bid #3368 – Pool Filter Replacement

Bid #3369 – Central Magnet School New York City Choir Trip

#### **Request to Purchase:**

The Engineering and Construction Department would like to replace and update the Primary and Secondary Playgrounds at Cedar Grove Elementary at a cost of \$208,188.65, and the Primary and Secondary Playgrounds at David Youree Elementary at a cost of \$209,171.75. To be purchased from Great Southern Recreation using TCPN/IPA Contract #R170304-TN-19926. These are approved Projects from Capital Projects Funds.

#### **Request to Purchase:**

Rockvale High School would like to purchase from Bid #3355 a 90-passenger bus from Mid-South Bus Center at a cost of \$103,530.00 each. To be funded with Drivers' Education funds.

I. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Kit Hartsfield	NTE \$700.00	Blackman High	School Funds-	Head Coaching
		School	Football	Duties-Football
John McCreery	NTE \$700.00	Blackman High	School Funds-	Assistant
		School	Football	Coaching Duties-
				Football
Joe Moos	NTE \$200.00	Blackman High	School Funds-	Supervision at
		School	Girls and Boys	Basketball
			Basketball	Games
Joe Moos	NTE \$700.00	Blackman High	School Funds-	Assistant
		School	Football	Coaching Duties-
				Football
Aaron Pitts	NTE \$700.00	Blackman High	School Funds	Assistant
		School	Football	Coaching Duties-
				Football
Anaulom	NTE \$800.00	Blackman High	School Funds-	Assistant
Phimphivong		School	Cross Country	CrossCountry
				Coach
Anaulom	NTE \$3,500.00	Blackman High	School Funds-	Bus Driver
Phimphivong		School	Various Clubs	
(6)			and	
			Organizations	
Jennifer Snell	NTE \$900.00	Eagleville	School Funds-	Jr. Pro Basketball
			Jr. Pro	Assigner
			Basketball	
Allana Pierce	NTE \$2,000.00	Rock Springs	Victory Church	Facility
(4)		Middle		Supervisor-NTE
				amount will now
				be \$4,000

Dyran Birdwell	NTE \$1,800.00	Siegel High	School Funds-	MS Basketball
		School	School Boys Basketball	
			Camp	
Charles Bush	NTE \$1,800.00	Siegel High	School Funds-	MS Basketball
		School	Boys Basketball	Camp-Co-
			Camp	Director
Matthew Rigsby	NTE \$1,200.00	Siegel High	School Funds-	Gym
		School	Boys Basketball	Administrator
			Camp	
Trevor Rundell	NTE \$1,000.00	Siegel High	School Funds-	Playing trumpet
		School	Choir	in Spring
				Musical
Alex White	NTE \$1,000.00	Siegel High	School Funds-	Conductor for
		School	Choir	Spring Musical
Camille Gray	NTE \$1,500.00	Whitworth	School Funds-	Keeping books
		Buchanan	Girls + Boys	for Basketball
			Basketball	
Covin Skelton	NTE \$1,000.00	Whitworth	School Funds-	Basketball Time
		Buchanan	Girls + Boys	Clock/Announcer
			Basketball	
Kevin Gregory	NTE \$2,200.00	Blackman High	School Funds-	Bus Driver
(6)		School	Football	
Darryl Deason	\$300/weekly/Nov-	Siegel High	School Funds-	Stage direction
	March	School	Choir	for Spring
				Musical
Ginny Whaley	NTE \$6,000.00	Siegel High	School Funds-	Choreography
		School	Choir	for Spring
				Musical
Mary Braschler	NTE \$2,000.00	Stewarts Creek	School Funds-	Accompanist
		High	Choir	
Hazel Lewis	Hourly	Central Magnet	Clubs, Athletics	Additional
(2)			+ Outside	Custodial work
			Groups	for the
				2018/2019
				school year

- 1. Unless listed as an hourly rate
- 2. Approved previously for an amount \$500 or greater
- 3. Not less than regular hourly rate or overtime rate if working over 40 hours during the week
- 4. Anticipate amounts over \$500 this school year
- 5. Amend prior approval6. Less than \$500 but part of event total
- 7. Pending approval by Transportation Dept.

#### J. Non-Faculty Volunteer Coaches:

According to 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 2018-2019 school year:

<u>Name</u>	<u>School</u>	<b>Sport</b>
Mary Braschler	Stewarts Creek High	Choir
Darryl Deason	Siegel High	Choir
Karyn Waugh	TFAA	Bowling
Michelle Serrano	TFAA	Bowling
Benjamin Beltzer	Siegel High	Tennis
Jeff Shipley	<b>Stewarts Creek Middle</b>	Softball
<b>Daisy Shipley</b>	<b>Stewarts Creek Middle</b>	Softball
Louis Vondohlon	<b>Stewarts Creek Middle</b>	Baseball
<b>Rodney Edwards</b>	Central Magnet	Softball
Dylan Jenkins	Central Magnet	Baseball

**Recommend Approval---motion to** approve the consent agenda items as presented.

#### 6. **RECOGNITION**

Rutherford County Schools would like to congratulate the following individual on their new position.

• Ms. Monica Wilkerson-Principal of David Youree Elementary School.

#### 7. COLLABORATIVE CONFERENCING COMMITTEE CHANGE

Pursuant to Section 49-5-605, the Board of Education is required to appoint management personnel to serve on a committee following a majority vote in favor of collaborative conferencing. One member of the previously appointed management personnel is resigning her position.

**Recommend Approval---motion to** approve Mrs. Suszane Stansbury as a Board of Education representative for the collaborative conferencing committee as a replacement member for Mrs. Nivia Serrano.

#### 8. APPROVAL OF COMMUNITY USE OF FACILITIES WAIVERS (TAB 2)

Pursuant to Board Policy 3.206 public education schools and institutions, postsecondary education institutions, private universities and colleges, governmental entities or agencies that provide benefits to the Rutherford County School System or have an in-kind relationship approved by the Director of Schools may request the Board of Education to allow an exemption from the use of facilities fee which the Board may allow or deny based upon the details of the specific request.

**Recommended Approval---motion to** approve the following groups as presented.

#### 9. 2019 RCS SUMMER CONFERENCE (TAB 3)

The Instruction Department is requesting approval of a contract with Staff Development for Educators for the annual teacher training RCS Summer Conference to be held on July 23-24, 2019. The theme for the two-day conference this year is *Empower Teachers*. *Empower Students*. The RCS Summer Conference is designed for approximately 1,100 PreK-12 educators and administrators. There are 15 National presenters scheduled and plans for utilizing 33 practitioners from RCS. The total Title II contract expenditure is \$219,150.

**Recommended Approval---motion to** approve a contract with Staff Development for Educators for the 2019 RCS Summer Conference, *Empower Teachers*. *Empower Students*., at a cost of \$219,150 as presented. All expenses will be paid with Title II funds.

- 10. VISITORS
- 11. INSURANCE UPDATE
- 12. DIRECTOR'S UPDATE
- 13. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE
- 14. FEDERAL RELATIONS NETWORK (FRN) UPDATE
- 15. GENERAL DISCUSSION
- 16. ADJOURNMENT

#### RUTHERFORD COUNTY SCHOOL SYSTEM

#### Board of Education Meeting 2240 Southpark Drive Murfreesboro, TN 37128

#### Minutes of December 13, 2018

#### **Board Members Present**

Jim Estes, Chairman
Coy Young, Vice Chairman
Terry Hodge
Tammy Johnson
Jeff Jordan
Lisa Moore
Tammy Sharp
Bill C. Spurlock, Director of Schools

#### 1. CALL TO ORDER

The Chairman called the meeting to order at 5:00 P.M. Mr. Terry Hodge led the Pledge of Allegiance.

#### 2. MOMENT OF SILENCE

The Chairman called for a moment of silence.

#### 3. APPROVAL OF AGENDA

Motion made by Mr. Jordan, seconded by Mr. Young, to approve the agenda as presented.

Vote: All Yes

#### 4. APPROVAL OF CONSENT AGENDA

- A. Minutes: November 29, 2018
- **B.** Community Use of Facilities
- C. Memorandum of Understanding for Saint Thomas Mobile Health Services
- D. Out of County Transfer Student (2)

#### E. Title I Contracts

35 Hour Title I Funded-Extended Contract at Roy Waldron Elementary 35 Hour Title I Funded-Extended Contract at Smyrna Elementary

#### F. Routine Bids:

Bid #3366 – Calculators Bid #3367 - Wood Storage Building

#### **Request to Purchase:**

Finance Department would like to purchase from TN Statewide Contract #209-56448 a total of (4) Four Nissan Altima's from Nissan of Nashville at a cost of \$19,395.00 each for a total cost of \$77,580.00. These will be for Driver's Education at the following schools: (2) Rockvale High School, (1) LaVergne High School, (1) Central Magnet School. To be funded from General Purpose Fund.

#### G. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Greg Baughn	NTE \$700.00	Oakland High	School Funds-	<b>Bus Driver</b>
(6)		School	Football	
Samuel	NTE \$2,000.00	Oakland High	School Funds-	<b>Bus Driver</b>
Sheppard		School	Various Clubs	
(6)			and Athletics	
Scott Thomas	NTE \$1,500.00	Oakland High	Girls	Girls JV
		School	Basketball	Basketball
			Boosters	Coach
Nichole Vaden	NTE \$1,900.00	Oakland High	School Funds-	Ticket Manager
		School	Football	
Kevin Wright	NTE \$1,410.00	Oakland High	School Funds-	<b>Bus Driver</b>
(6)		School	Football	
Kevin Wright	NTE \$900.00	Oakland High	School Funds-	Football
		School	Football	Announcer
Kevin Wright	NTE \$200.00	Oakland High	School Funds-	<b>Bus Driver</b>
(6)		School	Geography	
Sarah Wells	NTE \$1,000.00	Siegel High	School Funds-	Ticket Seller
		School	Football + Girls	
			and Boys	
			Basketball	
Olivia Ponivas	NTE \$1,200.00	Stewarts Creek	School Funds-	Assistant
		Middle School	Softball	Softball Coach
Rosa Palalios	NTE \$1,300.00	Eagleville	School Funds-	Color Guard
			Band	Instructor

Larry Matthews	NTE \$1,200.00	Rocky Fork Middle	School Funds- Football	Assistant Football Coach
Preston Hurley	NTE \$1,200.00	Siegel High School	School Funds- Softball	Painting, Field Maintenance, Mowing
Terry Anderson	NTE \$1,000.00	Smyrna Middle School	School Funds- Football	Assistant Football Coach
Tammy Lowe (2)	Hourly	Christiana Middle School	Various School or Outside Groups	Additional Custodial work for the 2018- 2019 school year
Delana Easley (2)	Hourly	All Schools	School Funds or Booster Funds	Accompanist

- 1. Unless listed as an hourly rate
- 2. Approved previously for an amount \$500 or greater
- 3. Not less than regular hourly rate or overtime rate if working over 40 hours during the week
- 4. Anticipate amounts over \$500 this school year
- 5. Amend prior approval
- 6. Less than \$500 but part of event total
- 7. Pending approval by Transportation Dept.

#### H. Non-Faculty Volunteer Coaches:

According to 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 2018-2019 school year:

<u>Name</u>	<u>School</u>	<b>Sport</b>
Mallory Gonyea	Blackman High School	Soccer
Rosa Palacios	Eagleville School	Band

Motion made by Mr. Hodge, seconded by Mr. Young, to approve the consent agenda items as presented.

**Vote: All Yes** 

#### 5. **RECOGNITIONS**

The following were introduced at the Board Meeting.

• Oakland High School Football

The Oakland Patriots defeated Whitehaven High School 37-0 on November 29<sup>th</sup> to win the TSSAA Division 6-A State Championship. Head Coach-Kevin Creasy.

- TSSAA 2018 Mr. Football Finalist Xavier Myers-Oakland High School
- TSSAA 2018 Mr. Football Kicker of The Year Garrett Taylor-Oakland High School
- TSSAA 2018 Mr. Football Semi-Finalist Woodi Washington-Oakland High School
- TSSAA 2018 Mr. Football Semi-Finalist Ethan Cobb-Eagleville High School
- Oakland High School Football Coach, Kevin Creasy named 2018 Tennessee Titans High School Coach of the Year
- Siegel Boys Cross Country-The Siegel Boys Cross Country Team repeated as TSSAA State Champions in the Large School Division on November 3<sup>rd</sup> at Percy Warner Park in Nashville, TN. Head Coach-Phil Young.
- David Crim-Safe Schools Coordinator

#### 6. SPOTLIGHT ON EDUCATION

Ms. Lindsey Halford, Fine Arts Coordinator, introduced the Siegel High School Band. They recently competed in the Bands of America Grand Nationals competition and received their first national ranking.

7. VISITORS – No visitors.

#### 8. OLD BUSINESS

**Building Plan Discussion** 

The Board discussed the Building Plan. It was the consensus of the Board to approve the Building Plan as presented. There was no opposition.

#### 9. APPROVAL OF COMMUNITY USE OF FACILITIES WAIVERS

Pursuant to Board Policy 3.206 public education schools and institutions, post-secondary education institutions, private universities and colleges, governmental entities or agencies that provide benefits to the Rutherford County School System or have an in-kind relationship approved by the Director of Schools may request the Board of Education to allow an exemption from the use of facilities fee which the Board may allow or deny based upon the details of the specific request.

Motion made by Mrs. Moore, seconded by Mr. Jordan, to approve the community use of facilities seeking waivers as presented.

**Vote: All Yes** 

### 10. RFCU BRANCH/BLACKMAN CTE LEARNING LABORATORY CONTRACT FOR INFORMATION ONLY

There was discussion on starting a Redstone Federal Credit Union Branch at Blackman High School CTE Learning Laboratory. After discussion, the Board requested Mrs. Bush and Mr. Reed to review the proposed contract and come back to the Board for review.

#### 11. FACILITIES

#### LaVergne High School Pool Request

LaVergne High School is requesting to relocate the swimming starting blocks to the deeper end of the pool. This same relocation was completed at Oakland High School by the same pool company LaVergne is requesting to use. The cost for this work will be \$10,500.00 and will be at no cost to the School Board.

Motion made by Mrs. Moore, seconded by Mrs. Johnson, to approve the LaVergne High School request to relocate the starting blocks to the deeper end of the pool as presented.

**Vote: All Yes** 

#### 12. COLLABORATIVE CONFERENCING COMMITTEE

Pursuant to Section 49-5-605, the Board of Education is required to appoint Management personnel to serve on a committee following a majority vote in favor of collaborative conferencing.

	Motion made by Mrs. Johnson, seconded by Mrs. Sharp, to approve the Board of Education representatives for the collaborative conferencing committee as follows:
	Dr. Andrea Anthony Dr. Kay Martin Mr. Bryan Lewis Dr. James Sullivan Mr. Ryan Nance Mrs. Amy Patton Mrs. Nivia Serrano
	Vote: All Yes
13.	INSURANCE UPDATE -No report.
14.	DIRECTOR'S UPDATE - No report.
15.	TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE – No report at the present time.
16.	FEDERAL RELATIONS NETWORK (FRN) UPDATE – No report at the present time.
17.	GENERAL DISCUSSION – No discussion.
There	being no further business, the meeting adjourned at approximately 6:50 P.M.
Jim (	C. Estes, Board Chairman Date

**Date** 

Bill C. Spurlock, Director of Schools

# RUTHERFORD COUNTY SCHOOL SYSTEM Board of Education Meeting 2240 Southpark Drive Murfreesboro, TN 37128 Special Called Board Meeting on Zoning Minutes of January 7, 2019

Board Members Present
Jim Estes, Board Chairman
Coy Young, Vice-Chairman
Terry Hodge
Tiffany Johnson
Jeff Jordan
Lisa Moore
Tammy Sharp
Bill C. Spurlock, Director of Schools

Chairman Jim Estes called the meeting to order at 5:00 P.M. Mr. Steve Luker, Principal of Rockvale High School, led the Pledge of Allegiance. The purpose of the Special Called meeting was to discuss zoning for Rockvale High School and Rocky Fork Elementary.

Mr. Spurlock, Director of Schools, thanked the audience for coming to the meeting and providing information and feedback. He stated that the meeting will start with Rockvale High School rezoning plan followed by Rocky Fork Elementary School rezoning. After reviewing the maps, the audience will be provided three minutes to speak.

Mr. Spurlock stated that after hearing and reviewing the feedback from the previous rezoning meetings, the Board made the following decisions:

Seniors impacted by rezoning will be grandfathered. Rising sophomores through 12<sup>th</sup> grade students currently enrolled in the Blackman Collegiate Academy will be grandfathered.

Mr. Spurlock then turned the meeting over to Shane Morgan to discuss and review the rezoning map for Rockvale High School and the Rocky Fork Elementary School.

Mr. Morgan shared the enrollment numbers as of the last day of school for the previous semester as follows.

Blackman High School	2413
Eagleville High School	908
LaVergne High School	904
Oakland High School	2270
Riverdale High School	2102
Siegel High School	1759
Smyrna High School	1980
Stewarts Creek High School	2234

The following parents expressed their concerns to the Board.

Georgiana Shardt has an 8<sup>th</sup> grader at Blackman Middle School and lives on Rucker Lane south of Highway 96. Daughter is a cheerleader and wants to continue with her friends at Blackman High School.

Mrs. Nowland lives on Confederate Road (Rucker Lane corridor) and wants child to stay in their current school.

Jennifer Lane lives on Pastoral Court (Riverdale). She is concerned about free and reduced lunch percentage for Riverdale based on the proposal.

Natasha Deleon lives on Burn Grass Court (Riverdale). Does not want her children to leave Riverdale (two students).

Allison Smythe lives on south side of Highway 96. She wants dual zoning for her area with a choice between Blackman High School and Riverdale High School.

The Board advised they would take their concerns under consideration and meet on Tuesday, January 8, 2019.

Mr. Estes thanked Board Member Lisa Moore for the outstanding job she did in coordinating and heading up the Joint meeting with the Murfreesboro City School Board, County School Board, and the Legislators on December 19, 2018.

There being no further business the meeting adjourned at approximately 5:45 P.M.

Jim C. Estes, Board Chairman	Date
Rill C Spurlock Director of Schools	 Date

## RUTHERFORD COUNTY SCHOOL SYSTEM Board of Education Meeting 2240 Southpark Drive Murfreesboro, TN 37128

Minutes of January 8, 2019

#### **Board Members Present**

Jim Estes, Chairman
Coy Young, Vice Chairman
Terry Hodge
Tiffany Johnson
Jeff Jordan
Lisa Moore
Tammy Sharp
Bill C. Spurlock, Director of Schools

The Board Chairman called the Special Called Board Meeting on rezoning at 5:00 P.M. in the Board Room. Jeff Sandvig led the Pledge of Allegiance.

Shane Morgan reviewed the proposed zone lines for Rockdale High School and Rocky Fork Elementary School.

The Board Members were given the opportunity to ask questions. There were no visitors signed up to speak.

Motion made by Mr. Young, seconded by Mr. Hodge, to approve Rockvale High School zone lines as presented on January 7, 2019, with the following exceptions:

- 1. Seniors will be grandfathered.
- 2. Rising 10<sup>th</sup> grade through 12<sup>th</sup> grade students currently enrolled in the Blackman Collegiate Academy will be grandfathered.
- 3. Seven Oaks subdivision will remain in the Stewarts Creek zone, and

To approve the Rocky Fork Elementary School Zone lines as presented.

provide their own transportation.	
Vote: All Yes	
There being no further business, the mee P.M.	ting adjourned at approximately 5:20
Jim C. Estes, Board Chairman	Date
Bill C. Spurlock, Director of Schools	 Date

Any student granted a zone exemption or grandfathered will be required to

#### **FACILITIES USE**

January 15, 2019

Oakland High

Jack City Softball, softball practice, 1/15/19-3/31/19 Mon

& Sat 6-8 pm, softball facilities, \$72/wk

Rockvale Elementary

Fine Arts Matter, Let's Dance after school club, 2/7/19-

5/9/19 Thursdays 2:45-3:35 pm, hallway, \$180

Rockvale Elementary

Fine Arts Matter, Guitar Club & Kidz Keys, 2/4/19-5/6/19

Mondays 2:45-3:35 pm, BO3 & Teacher Work Room, \$360

#### **MEMORANDUM**

DATE: January 15, 2019

TO: Bill C. Spurlock

FROM: Lauren Bush

RE: Transfer Student Under Discipline

The Board has been requested to admit a transfer student under discipline from another school system. The student previously attended an alternative school in Davidson County, Tennessee.

The student was placed in an alternative school in Davidson County for fighting and conduct prejudicial to good order.

According to Policy 6.318, the Board must approve all admissions when a student transfers from another school system while under suspension or expulsion. I recommend that the student be admitted and placed in the zoned alternative school, Daniel McKee, subject to her compliance with all other applicable admission requirements.



## Contract Review Request Form This form is required for all contracts other than purchase orders.

**General Information** Contract Title: Clinical Affiliation Agreement- Vanderbilt and RCBOE Requester Department/School: Special Education Department Date Submitted: 1/8/19 Is this a contract renewal? ■Yes □ No Contract Term: 1/1/19-12/31/19 Contract Price: N/A Is this contract for a grant or RFP? □Yes ■ No If yes, please list name/title/e-mail of employee(s) responsible for grant/RFP oversight: What funding source is being used for contract payment: ☐ General Purpose ☐ Federal ☐ Capital Projects ☐ Building Program ☐ Other: Details of the purchase of goods or services, scope of the service, details on any data being shared or stored, and any other relevant information: Clinical affiliation agreement for clinical instruction services and training from the Vanderbilt Department of Hearing and Speech Sciences Required Approvals Is the contract for any curriculum-related goods or services? □ No If yes, has contract been approved by appropriate curriculum coordinator? Yes □ No Coordinator Signature: Date of Coordinator Approval: Does this contract need Board approval? **■**Yes □ No If yes, by what date: 1/15/19 Does this contract involve student data under FERPA? Yes □ No If yes, explain the type of student data and use of data by vendor: Clinical students will work with RCS students directly. Reviewed by Legal: Yauler Bush

## Clinical Affiliation Agreement Between Vanderbilt University And Rutherford County Board of Education

This Clinical Affiliation Agreement ("Agreement") is entered into by and between Vanderbilt University, a Tennessee not-for-profit corporation (hereinafter referred to as "Vanderbilt"), in connection with its Vanderbilt University School of Medicine (hereinafter referred to as "School of Medicine") and Rutherford County Board of Education located in Murfreesboro, TN (hereinafter referred to as "Agency").

Pursuant to this Agreement, the Agency and the School of Medicine agree to cooperate in the implementation of a program ("Program") of clinical instruction and training at the Agency for students enrolled in the Department of Hearing and Speech Sciences of the School of Medicine.

#### I. Term and Termination

- A. This Agreement shall become effective January 1, 2019 and shall continue for a period of one year, ending on December 31, 2019 unless terminated earlier as provided in this Agreement.
- B. This Agreement may be terminated by either party at any time upon not less than thirty (30) days prior written notice by overnight delivery service or certified mail, return receipt requested to the other party, (the address of each party is provided in Section VI, Notices), provided that any student from the School of Medicine who is currently participating in a clinical training program at Agency when notice of termination is given will be permitted to complete his or her program at Agency as previously scheduled. This Agreement shall be terminated immediately if either party's certification, accreditation, or license to operate is repealed or suspended by any applicable licensing or certifying agency, including the Commission on Accreditation of Allied Health Education Programs.
- C. This Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the parties hereto.

#### II. Responsibilities of School of Medicine

A. Assume responsibility, in coordination with Agency, for the assignment of students and the planning of the Program. No student shall be assigned to Agency without the prior consent of the School of Medicine.

- B. Inform students to maintain the confidentiality of all information which relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law and standards of professional ethics.
- C. Provide assurance that health insurance is in effect for students during the term of their assignment at Agency.
- D. Ensure that students are certified in Basic Life Support Health Care Provider CPR.
- E. Ensure that students have received the following immunizations:
  - 1. PPD tuberculin skin test or chest x-ray within one year of clinical experience.
  - 2. Positive serology of immunity to Rubella and Rubeolla or MMR vaccination.
  - 3. Hepatitis B vaccinations or waiver indicating refusal.
  - 4. Positive serology of immunity to varicella or immunization.
- F. Provide training and education programs to all students on the OSHA/Blood Borne Pathogens and HIPAA regulations prior to their clinical rotation.
- G. Perform a criminal background check on students who will have direct contact with patients.

#### III. Responsibilities of Agency

- A. To accept students for clinical experiences in the areas for which placement has been mutually reviewed, planned and arranged. These clinical experiences are to be negotiated between the parties.
- B. Retain full responsibility for patient care services provided by Agency, and for maintaining a sufficient level of staff support to carry out all service functions and patient care services. In no event shall students be used by Agency to perform services in lieu of staff.
- C. Provide orientation to students assigned to Agency for educational experiences, including a review of the onsite rules and procedures of Agency.

- D. Provide immediate first aid for injuries or illnesses, such as needle sticks that occur at Agency. The cost of such immediate first aid will be the responsibility of the student.
- E. Designate a staff member to serve as liaison between Agency and School of Medicine.
- F. Supervision of student(s) will be provided by a designated preceptor to be agreed upon by the School of Medicine and the Agency. Each preceptor shall be assigned no more than two (2) students and shall be responsible for selecting patients for student experience and for providing clinical supervision and guidance. Each preceptor shall be properly credentialed in the discipline in which he or she provides clinical supervision and guidance, including but not limited to certification by the American Speech-Language-Hearing Association.
- G. Provide a reasonable amount of storage space for apparel and personal effects of participating students and reasonable conference room space at Agency for use in clinical conference.
- H. Protective Equipment. Agency will provide all necessary personal protective equipment for students while assigned to Agency, in compliance with OSHA Blood-Borne Pathogen Regulations and the Nuclear Regulatory Commission, as appropriate.

#### IV. Mutual Responsibilities

- A. Confer on problems related to the educational experiences to be provided under this Agreement if any problems arise.
- B. Students are not considered employees of the School of Medicine or of Agency; and therefore, students shall not be entitled to monetary compensation or to employee benefits including workers compensation benefits of Agency or Vanderbilt.
- C. Either party may request withdrawal of a student from an assignment. Such withdrawal shall be upon the terms and conditions agreed to by both parties after consultation between the parties.
- D. The faculty of the School of Medicine and Agency will evaluate the student's performance of the clinical experience in mutual consultation. The preceptor shall participate in student evaluation. Evaluation shall be based on clinical objectives provided by the

- School of Medicine faculty member responsible for applicable course oversight.
- E. The School of Medicine shall procure or cause the student to procure professional liability insurance in a minimum amount of \$1,000,000/\$3,000,000. Agency shall procure and maintain for the term of this Agreement professional liability insurance, in a minimum amount of \$1,000,000/\$3,000,000 in coverage for all its respective employees providing services at Agency. If policy is of a claims made type, such coverage shall be for a minimum of five (5) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement. Proof of this insurance coverage is to be provided upon request.
- F. Each party agrees to notify the other party as soon as possible in writing of any incident, occurrence or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Further, the notified party will have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation.
- G. Each party agrees not to use the other's name or programs in any advertising, promotional material, press release, publication, public announcement, or through other media, written or oral, without the prior written consent of the other party.
- H. Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party.
- Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, has no liability for the acts or omissions of the other party.
- J. The parties shall perform under this Agreement in compliance with all applicable federal and state laws, including without limitation, the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964, and in compliance with applicable standards of the Joint Commission.

#### V. HIPAA Requirements

The parties acknowledge that performance under this Agreement by each party must comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 ("HITECH Act"), and any current and future regulations promulgated under HIPAA or the HITECH Act (HIPAA, HITECH Act and any current and future regulations promulgated under either are referred to as the "Regulations"). Each party warrants that it is familiar with the requirements of the Regulations, and will comply with all the Regulations in connection with their respective performance under this Agreement. The parties will each cooperate with the respective privacy officials and other compliance officers of the other party as necessary for both parties to comply with the Regulations and will sign any documents that are reasonably necessary to maintain compliance with the Regulations.

#### VI. Notices

All notices or other communication provided for in this Agreement shall be given to the parties addressed as follows:

Agency:

Kate Kasuboski Special Education Coordinator Rutherford County Schools 2240 Southpark Drive Murfreesboro, TN 37128

School of Medicine:

Mary Sue Fino-Szumski, Ph.D., M.B.A., CCC-A Director of Clinical Education and Assistant Professor Department of Hearing and Speech Sciences 1215 21<sup>st</sup> Avenue South, Room 8310 Nashville, TN 37232-8242

Either party may change its address or contact person for purposes of this section by written notification to the other party, which change shall be effective upon receipt by such other party.

#### VII. Governing Law and Jurisdiction

This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee. Jurisdiction and venue shall be Davidson County, Tennessee.

#### VIII. Counterpart Signature

This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Agreement.

#### IX. Entire Agreement

This Agreement supersedes all previous contracts or agreements between the parties and constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by the parties hereto.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the last signature date specified below.

#### Vanderbilt University

Bonnie Miller, MD Senior Associate Dean for Health Sciences Education Executive Vice President Educational Affairs Vanderbilt University Medical Center	Date	
Agency		
Kate Kasuboski	-	Date



#### **Contract Review Request Form**

This form is required for all contracts other than purchase orders. **General Information** Contract Title: MTSU Athletic Training Contract Requester Department/School: Finance Department Date Submitted: 1/8/19 Is this a contract renewal? ■Yes □ No Contract Term: 2018-2019 academic year | Contract Price: \$10,500 per year per assistant Is this contract for a grant or RFP? □Yes ■ No If yes, please list name/title/e-mail of employee(s) responsible for grant/RFP oversight: What funding source is being used for contract payment: ■ General Purpose □ Federal □Capital Projects □ Building Program □ Other: Details of the purchase of goods or services, scope of the service, details on any data being shared or stored, and any other relevant information: RCS will pay MTSU for athletic training assistants utilized between the 2018-2019 school year. **Required Approvals** Is the contract for any curriculum-related goods or services? □Yes ■ No If yes, has contract been approved by appropriate curriculum coordinator? □Yes ■ No Coordinator Signature: Date of Coordinator Approval: Does this contract need Board approval? ■Yes □ No If yes, by what date: \_ Does this contract involve student data under FERPA? **■**Yes  $\square$  No If yes, explain the type of student data and use of data by vendor: Athletic trainers will work with students directly. Reviewed by Legal: Laure Bush Date: 1/8/19

C19-6078

### AGREEMENT BETWEEN Rutherford County Schools

#### AND Middle Tennessee State University

THIS AGREEMENT, made this3 day of _April	, 2018, by and
between Rutherford County Schools, hereinafter referred to as "Contractor"	, and Middle
Tennessee State University, hereinafter referred to as "University".	

#### WITNESSETH:

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

A. The University agrees to perform the following services:

Provide athletic training assistance in Rutherford County area high schools in:

- 1. Clinical sports medicine evaluation and treatment.
- 2. Rapport development with local fitness centers through educational and injury assessment programs
- 3. Work with local high schools athletic teams.
- 4. Care and prevention of athletic injuries, evaluation, modality applications, and rehabilitation.
- B. The Contractor agrees to compensate the University as follows:
  - Payment to the Institution will be \$10500 per year per athletic training assistant for 800 clinical hours for the 2018-2019 academic years. (July 1, 2018 June 30, 2019).
  - Payments to the Institution shall be made upon receipt of quarterly invoices and mailed to: Kristi Phillips, Athletic Training Graduate Outreach Program, MTSU Box 96, Murfreesboro, TN 37132.
- C. The parties further agree that the following shall be essential terms and conditions of this agreement.
  - 1. The Contractor warrants that no fee has been nor shall be paid directly or indirectly to any officer or employee of the University or State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Contractor in connection with this Agreement except as provided herein.

2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, The Americans with Disabilities Act of 1990, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, handicap, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

NHC-Rutherford County, being an independent contractor and not an employee of the University, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereto, and otherwise protect and hold the University harmless from any and all liability not specifically provided for in this agreement.

Any and all claims against the University for personal injury or property damage resulting from the negligence of the University in performing any responsibilities specifically required under the terms of the agreement shall be submitted to the Claims Commission of the State of Tennessee. Damages recoverable against the University shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301, et seq.

- 4. The term of this Contract shall be from July 1, 2018 June 30, 2019.
- 5. This Agreement may be terminated by either party by giving written notice to the other, at least 180 days before the effective date of termination. In that event, the University shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
- 6. This Agreement may be modified only by written amendment executed by all parties hereto.
- The parties shall maintain documentation for all charges and services under this Agreement. All books, records, and documents, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by either party or the Comptroller of the Treasury or their duly appointed representatives.

- 8. Neither party shall assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the other party.
- 9. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- 10. First year Graduate Assistant contracts will run from July 1 to May 31 (11 months) while second year contracts will run from June 1 to May 31 (12 months). The first summer students are on campus they will NOT be required to take a summer course. However, any and all subsequent summers will require students be enrolled until contract fulfilled.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signature.

Middle Tennessee State University

Alan R. Thomas

Vice President

Business and Finance

Contractor

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Director Of Schools

Blackman High School Administration is requesting approval to begin construction on the football turf field enhancement project. This request is at no cost to the School Board. Per Bid #3352 approved on October 31, 2018. Engineering and Construction and Finance have reviewed this request and find it acceptable.

Motion made by Mr. Hodge, seconded by Ms. Johnson, to approve the Blackman High School Administration request to begin construction on the synthetic turf field enhancement project per approved bid #3352 as presented. This request is at no cost to the School Board.

Vote: All Yes

#### 11. FINANCIAL MATTERS

**Rutherford County Schools Athletic Training Proposal** 

With the increasing need for more athletic training coverage throughout the school system and with potential absence from the current athletic trainers, it is proposed that a pool of substitute athletic trainers be made available to fill this need. This process will be supervised by Athletic Training Coordinator, Brad Rohling.

The Athletic Trainers shall be:

- Certified, licensed and pass background check.
- Accessible to work events not currently covered (i.e. middle school football, spring multi-site events, for profit events and tournaments).
- Available to provide substitute coverage for current athletic trainers.
- They will be paid through RCS and have their own malpractice insurance cover them while working RCS events.
- Schools will be responsible for providing supplies.
- Charge schools \$30 per hour, pay Athletic Trainers \$20-25/hr.

Motion made by Mr. Young, seconded by Mr. Hodge, to approve the increasing need for athletic training coverage throughout the school system with substitute Athletic Trainers filling this need as presented.

Vote: All Yes

12. INSURANCE UPDATE – No report at the present time.

#### 13. DIRECTOR'S UPDATE

The Director reported that a Proposed Rezoning meeting would be held at Stewarts Creek High School on December 3. He also reminded everyone of the Town Hall Meeting on December 10.



#### **Contract Review Request Form**

This form is required for all contracts other than purchase orders. **General Information** Contract Title: NHC Athletic Training Contract Requester Department/School: Finance/Athletics Date Submitted: 1/8/19 Is this a contract renewal? **■**Yes □ No Contract Term: 7/17/18-5/20/19 Contract Price: \$1050 per month per athletic training assistant Is this contract for a grant or RFP? □Yes ■ No If yes, please list name/title/e-mail of employee(s) responsible for grant/RFP oversight: What funding source is being used for contract payment: ■ General Purpose □ Federal □Capital Projects □ Building Program □ Other: Details of the purchase of goods or services, scope of the service, details on any data being shared or stored, and any other relevant information: RCS will pay NHC for athletic training assistants utilized between the 2018-2019 school year. **Required Approvals** Is the contract for any curriculum-related goods or services? ■ No If yes, has contract been approved by appropriate curriculum coordinator? □Yes □ No Coordinator Signature: Date of Coordinator Approval: Does this contract need Board approval? □Yes □ No If yes, by what date: Does this contract involve student data under FERPA?  $\Box$ Yes  $\square$  No If yes, explain the type of student data and use of data by vendor: Athletic trainers will work directly with students. Reviewed by Legal: Laula Bush \_\_\_\_\_ Date: 1/9/17

#### ATHLETIC TRAINING AGREEMENT

THIS AGREEMENT, made this 1st day of July 2018, by and between National HealthCare Corporation, d/b/a NHC Rehab (hereinafter referred to as "Provider") and Rutherford County Board of Education (hereinafter referred to as "Board").

#### WITNESSETH:

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

A. Provider agrees to perform athletic training assistance at the following schools:

Oakland H.S.

LaVergne H.S.

Siegel H.S.

Stewarts Creek H.S.

Riverdale H.S.

The athletic training services will include the following:

1. Clinical sports medicine evaluation and treatment.

- 2. Work with the TSSAA approved high school athletic teams.
- Care and prevention of athletic injuries, evaluation, modality applications, and rehabilitation.
- B. Board agrees to compensate Provider as follows:
  - Payment to Provider will be \$1050.00 per month for each athletic training assistant (80 hours per month) during the 2018-2019 school year (July 17, 2018 - May 20, 2019)

Maximum amount for 2018-19: TBD

- Payment to Provider for ATC coverage during additional games, invitational tournaments, classics or any hosted play activities (outside the normal schedule) will be billed at \$14.00 per hour. Specific school, name of tournament and number of hours will be provided by Provider.
- Payments to Provider shall be made upon receipt of a monthly invoice from Provider and mailed to the address on the invoice.
- C. The parties further agree that the following shall be essential terms and conditions of this Agreement.
  - The parties agree to comply with Titles VI and VII of the Civil
    Rights Act of 1964, Title IX of the Education Amendments of 1972,
    Section 504 of the Rehabilitation Act of 1973, Executive Order
    11,236, The Americans with Disabilities Act of 1990, and the
    related regulations to each. Each party assures that it will not

discriminate against any individual including, but not limited to, employees, or applicants for employment and/or students because of race, religion, creed, color, sex, age, handicap, veteran status, or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

- Athletic Trainer, being an independent contractor and not an employee
  of Provider, agrees to carry adequate public liability and other
  appropriate forms of insurance and otherwise protect and hold Provider
  harmless from any and all liability not specifically provided for in this
  Agreement.
- 3. Each party will indennify, defend, and hold the other party, its parent companies stroughters, employees, directors, and agents, harmless from and agents any and other times, causes of action, injuries and damages caused by the egugent or intentional act or omission of itself, as employees, agents, consultants, and subcontractors.
- 4. The term of this Agreement shall be from July 17, 2018 to May 20, 2019 unless terminated by either party by giving written notice to the other at least 20 days before the effective date of termination. In that event, Provider shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
- This Agreement may be modified only by written amendment executed by all parties hereto.
- 6. The parties shall maintain documentation for all charges and services under this Agreement. All books, records, and documents, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by either party or their duly appointed representatives.
- This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

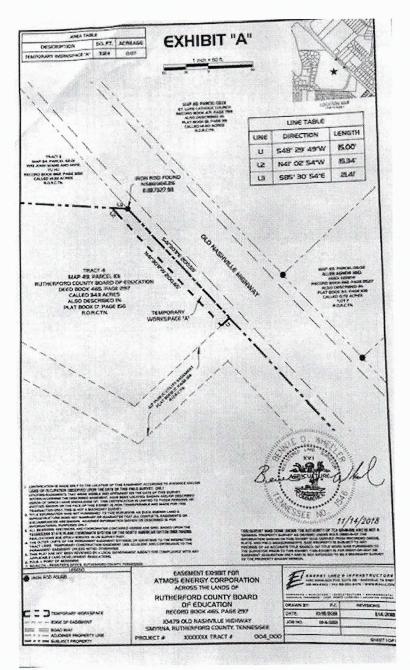
Name	wer Contract acount	\$-31-/8 Date
		-
RUTHERFORD COUNTY	BOARD OF EDUCATION:	
Name	Title	Date
	*	

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their

#### TEMPORARY WORK SPACE AGREEMENT ATMOS ENERGY CORPORATION OLD NASHVILLE HIGHWAY PROJECT

PROJECT#	PROJECT TRACT #4
TAX MAP <u>049</u> PARCEL <u>001.01</u>	_
OWNER Rutherford County Board of Education	_
STATE OF TENNESSEE COUNTY OF RUTHERFORD	
	Education , ("Grantor"), the receipt of which is and conveys unto Atmos Energy Corporation s right to remove brush, trees and buildings if
It is understood that no permanent installation will be minstallation shall be made on property adjacent to land payment for any and all claims for just compensation with specified herein and the placement of the pipeline and payment for any and all incidental damages to the remainent domain.	of Grantor and the within-stated consideration includes hich Grantor may have for the Temporary Work Space permanent easement on the adjacent property, also
Grantee shall have free and full access to said Tempor	ary Work Space.
To have and to hold said Temporary Work Space unto installation work has been completed.	said Grantee, its successors and assigns, until all
Grantee shall fully restore and level the surface of Tem done, the same condition as prior to any such operation ridges, sinks, or trenches.	porary Work Space to, as nearly as can reasonably be as so that there shall not be any permanent mounds,
It is understood and acknowledged by the undersigned to make any agreement with regard to the subject matt such agreement will be binding on the Grantee.	that the person securing this grant is without authority er hereof which is not expressed herein, and that no
IN WITNESS WHEREOF this instrument is signed and	sealed this day of, 20
GRANTEE	GRANTOR
ATMOS ENERGY CORPORATION	
BY	

#### Rebecca Norris DiNapoli



#### Bid #3368 Pool Filter Replacement LaVergne High School

Item No.	Description	Madison Swimming Pool	Mid-State Swimming Pool
1	Pool Filter Replacement	\$ 31,000.00	\$ 57,905.55

Mailed to 8 vendors 6 vendors did not respond

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

To be funded through the Maintenance Department.

#### Bid # 3369 New York City Choir Trip

## Central Magnet School Choir (March 24, 2019 - March 28, 2019)

Vendor	New York City Choir Trip (25 paying passengers)	
Bob Rogers Travel	\$	1,299.00
Green Light Group Tours	\$	1,358.00
WorldStrides	\$	1,355.00

Mailed to 12 vendors

9 vendors did not respond

Recommend: Motion to award to Bob Rogers Travel for overall lowest and best bid.

To be funded through Central Magnet School.

#### APPROVAL OF COMMUNITY USE OF FACILITIES

Pursuant to Board Policy 3.206 public education schools and institutions, post-secondary education institutions, private universities and colleges, governmental entities or agencies that provide benefits to the Rutherford County School System or have an in-kind relationship approved by the Director of Schools may request the Board of Education to allow an exemption from the use of facilities fee which the Board may allow or deny based upon the details of the specific request.

#### **SEEKING EXEMPTION**

Barfield Cub Scouts Pack 197, Meeting, 1/15/19-5/13/19 Mon & Thu

6-8:30pm, cafeteria, calculated fees = \$18/hr, **See attached** 

Requested exemption

Barfield Cub Scouts Pack 197, Pinewood Derby, 1/19/19-5/25/19,

Cafeteria, calculated fees = \$18/hr, See attached requested

exemption

Homer Pittard Campus Girl Scouts Troop 1774, troop meetings, 1/15/19-5/25/19,

cafeteria, calculated fees = \$18/hr, See attached requested

exemption

Siegel High Havoc Baseball, youth baseball practice, 1/15/19-7/30/19,

Baseball and softball facilities, calculated fees = \$18/hr, See

attached requested exemption

Siegel High Middle TN Vocal Association, Honors Regional Choir auditions,

10/18/19-10/20/19; 10 classrooms, auditorium and cafeteria; calculated fees = \$450 for classrooms and \$36/hr for cafeteria & auditorium (combined), **See attached requested exemption** 

Wilson Elementary Girl Scouts, Daisy Troop Meeting, 1/15/19-5/25/19 Thu

5:15-6:15pm, cafeteria, calculated fees = \$18/wk, See

attached requested exemption

Note: Facility use for 1/15/19 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.

**To: Rutherford County Board of Education** 

**Re: 2019 RCS Summer Conference** 

The Instruction Department is requesting approval of a contract with Staff Development for Educators for the annual teacher training RCS Summer Conference to be held on July 23 – 24, 2019. The theme for the two- day Conference this year is *Empower Teachers*. *Empower Students*. The RCS Summer Conference is designed for approximately 1,100 PreK-12 educators and administrators. There are 15 National presenters scheduled and plans for utilizing 33 practitioners from RCS. The total Title II contract expenditure is \$219,150.

Recommend a motion to approve a contract with Staff Development for Educators for the 2019 RCS Summer Conference, *Empower Teachers*. *Empower Students*., at a cost of \$219,150. All expenses will be paid with Title II funds.





#### **Itemized Customized Conference Contract**

This contract assumes that Rutherford County Schools' conference:

- 1. Will be a two-day conference held on July 23-24, 2019
- 2. Will have an audience of up to 1,150 grades Pre K-12 educators and administrators from Rutherford County Schools and from surrounding school communities.

#### **CONFERENCE PRICING**

Pr	esenters	\$185,150
•	<b>Presenters included are those recommended by RCS staff, participants from last year's conference, and SDE program planners.</b> Presenters available July 23-24, 2019, and whose stipends were used to calculate the price for this proposal include:	
	Kim Bearden* - KEYNOTE (Tuesday, July 23 only) Kim Campbell (Monday, July 22 for New Teacher ASSIST, July 23 for Conference) Zak Champagne Adam Dovico* Bryan Harris Robyn Jackson Kendrick Johnson Brian Kissel Bernadette Lambert Doug Medford* Eleni Pappamihiel Adam Peterson Brett Moulding	
•	Paul Riccomini Cris Tovani  Presenter stipend, travel fees and meals are included in the above pricing. All travel will be booked by SDE, except where noted*. Also included in the presenter fees are the program planning/project management costs associated with communicating with the presenters to develop conference sessions and to collect session handouts specific to the identified needs of RCS.	

#### Marketing \$7,000 Pricing includes the following: Design a custom Conference logo. Obtain quotes and offer samples and designs for conference materials including a Notebook & Pen, and t-shirt with custom conference logo • Design & Maintain a conference website with all pertinent conference information Design several promotional email communications for RCS educatorsdeployed internally by RCS. Design & Deploy several promotional email communications for school districts surrounding Rutherford county for paid attendees at \$250pp (list purchased through MDR) Design & Deploy a postcard mailing as a reminder for all registered participants in early-July Design an event Program Guide with all conference details- RCS will print Create an in-app session evaluation form and an in-app and e-mailed overall conference evaluation form. • Print SDE Bookstore coupons for individual RCS Schools and the Central Office staff. • Interactive Customized Conference App through which RCS can push live notifications and updates and through which registered participants can see their schedule, interact with sessions, speakers, other attendees, access their handouts, and access individual session surveys and the overall conference survey. Registration \$15,000 Pricing includes the following: Online pre-registration for RCS staff as well as for registrants outside of RCS (up to a maximum of 100 outside RCS at the rate of \$250pp for 2 days) • SDE will be responsible for the collection of conference fees from registrants from outside of RCS and will reduce the final invoice to RCS by the amount collected from non-RCS attendees • Weekly Registration/Attendance Reports Customer Service call center provided by SDE's Customer Satisfaction Department • 1,200 Color-printed customized name badges, plastic name badge holders and coordinating colored lanyards to identify the participant's full name, school, lunch choice, and session choices with room assignments Certificates of attendance- emailed to participants after the conference Compiled session and conference evaluation results post-conference SDE will provide 3 experienced, professional conference staff for set-up, registration and managing the SDE book fair to augment volunteers provided by Rutherford County Schools. SDE staff travel is included in this price.

Handouts, Notebooks (1,000), Tote bags (1,000), Shirts (60), & Postcard Mailing (1,200)	\$12,000
<ul> <li>Online handouts for all sessions (SDE presenters &amp; RCS practitioners) hosted on-line and accessible through the Conference App for one year, post conference</li> <li>1,000 Navy Blue spiral notebooks with pen for each participant with custom conference logo</li> <li>60 Golden Yellow T-shirts screen printed with color custom conference logo estimated</li> <li>1,000 White Tote Bags with black piping and 3 color custom conference logo 1,200 6" x 4.25" color printed "reminder" postcard to be mailed in July to remind registrants about the conference dates &amp; details and to remind them to download the Conference App and sessions handouts from the handout site. Print, address, sort &amp; mail first class</li> </ul>	
SDE Book Fair Exhibit	Included
TOTAL	\$219,150

#### **STANDARD TERMS**

#### **PAYMENT**

SDE requires Rutherford County Schools to provide a signed contract with a purchase order for the full amount for all products and services. This contract will be e-mailed to Rutherford County Schools upon approval of this proposal.

SDE will reduce the total final invoice by the total amount received from tuition payments from outside of Rutherford County School District. The invoice balance is due 30 days after the conference. SDE will register and collect funds from up to 100 participants from outside of the district at the rate of \$250 per participant for the 2-day training.

If Rutherford County Schools does not have 1,150 attendees at the conference, the total cost for the conference will remain the same.

#### **CANCELLATION POLICY**

Because SDE will dedicate both internal resources and allocate a host of high-value presenter talent in support of this proposed Rutherford County Schools conference, SDE must enforce the following policy:

- For a cancellation at least 60 days prior to the start of the event: If Rutherford County Schools cancels this conference for any reason, they are responsible for a cancellation fee of 15% of the total amount of the contract.
- For a cancellation 30 60 days prior to the start of the event: If Rutherford County Schools cancels this conference for any reason, they are responsible for a cancellation fee of 35% of the total amount of the contract.
- For a cancellation less than 30 Days prior to the start of the event: If Rutherford County Schools cancels this conference for any reason within this timeframe, they are responsible for a cancellation fee of 50% of the guaranteed minimum amount of the contract.
- For a cancelled conference that is rescheduled for a later date: If Rutherford County Schools commits to rescheduling the cancelled event, SDE will agree to apply any paid cancellation fees, less the amount of our direct expenses for the cancelled conference that we cannot recoup, towards the cost of their rescheduled event.

#### RESPONSIBILITIES OF RUTHERFORD COUNTY SCHOOLS

In order for this conference to be a success, Rutherford County Public Schools must:

- 1. Have a lead contact person available onsite during all conference hours.
- 2. Provide the necessary equipment in each presenting room as indicated on a presenter needs spreadsheet that will be provided, such as an LCD projector, document camera, overhead projector, 8' screen, 3 tables in the front of the room, materials for "make & take" sessions, water for the presenters, and a wireless lapel microphone if the room is large. This list is not all inclusive.

- 3. Proof all conference materials and communications designed by SDE including but not limited to conference email communications, program content, reminder postcard, program guide, app and website- designed by SDE and then, after suggested edits, approve the final draft.
- 4. Provide contact information for the RCS Practitioners as well as information about their sessions, AV requirements and supply needs to the SDE Programmer by the deadline set and communicated to RCS by SDE.
- 5. Provide classroom-style seating in all rooms except the auditoriums.
- 6. Provide brief opening remarks before the keynote addresses.

TN Account Executive

- 7. Provide exhibitor information to include on the registration page on the conference website and program guide if you desire.
- 8. Provide lunch and/or refreshments options for all conference attendees.

Bill C. Spurlock Rutherford County Schools Director of Schools	Date
Jim Estes Rutherford County Schools Chairman of the Board	Date
Monica Riffle, SDE, Inc Staff Development for Educators, SDE Inc.	12/1/2018 Date