

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

**August 11, 2020
5:00 P.M.**

AGENDA

- 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: July 9, 2020 Board Meeting**
July 21, 2020 Special Called Board Meeting
July 21, 2020 Special Called Zone Exemption Appeal Meeting
July 28, 2020 Special Called Board Meeting
July 28, 2020 Special Called Zone Exemption Appeal Meeting
July 28, 2020 Special Called Policy Committee Meeting

B. Community Use of Facilities

C. Approve School Activity Accounts Receivable and Accounts Payable

The activity funds of various schools had \$2465.45 in outstanding accounts receivable and \$15,235.85 in outstanding accounts payable as of June 30, 2020. These are routine accounting transactions that were incomplete as of June 30, 2020. They will be reflected in the school's audited financial statements and need Board approval each year.

**D. Transportation: Bus #30 Voluntary Termination of Contract-Theresa Godbee
 Bus #85 Voluntary Termination of Contract-Teresa Lipetri
 Bus #88 Voluntary Termination of Contract-Henry Swader
 Bus #110 & 249 Voluntary Termination of Contract -Vickie Johnson
 Bus #137 Voluntary Termination of Contract-Donna Richardson
 Bus #229 Voluntary Termination of Contract-Brian Neal
 Bus #237 Voluntary Termination of Contract-Wayne Johnson
 Bus #252 Voluntary Termination of Contract-Wayne Johnson
 Bus #280 Voluntary Termination of Contract-Matthew Johnson**

Recommended Approval---motion to approve the voluntary termination of the above listed contracts effective as soon as possible.

E. Routine Bids

**Bid #3479 – Non-Food Item
 Bid #3483 – Stage Curtains
 Bid #3484 – Laminating Film
 Bid #3485 – PE Uniforms**

F. School Salary Supplements and Contract Payments:

| Name | Amount | School | Funded By | Description |
|----------------------|----------------|------------------------|-------------------------------|----------------------------------|
| Robert Effler | NTE \$600.00 | Blackman Middle School | School Funds-Football | Assistant Football Coach |
| Brydon Groves-Scott | NTE \$1,200.00 | Blackman Middle School | School Funds-Cross Country | Assistant Cross-Country Coach |
| Jennifer Polston | NTE \$1,500.00 | Blackman Middle School | School Funds-Basketball Cheer | Assistant Basketball Cheer Coach |
| Sedonia Thompson | NTE \$1,000.00 | Blackman Middle School | School Funds-Girls Basketball | Assistant Girls Basketball Coach |
| Caroline (Kati)Vines | NTE \$1,500.00 | Blackman Middle School | School Funds-Football Cheer | Assistant Football Cheer Coach |
| Richard Bolden *6 | NTE \$2,400.00 | Eagleville | School Funds-Variou | Bus Driver |
| Chad Leeman *6 | NTE \$2,400.00 | Eagleville | School Funds-Variou | Bus Driver |
| Chris Lynch *6 | NTE \$2,400.00 | Eagleville | School Funds-Variou | Bus Driver |
| Emily Marshall *6 | NTE \$2,400.00 | Eagleville | School Funds-Variou | Bus Driver |
| Michael McClaran *6 | NTE \$2,400.00 | Eagleville | School Funds-Variou | Bus Driver |
| Joseph Reed *6 | NTE \$2,400.00 | Eagleville | School Funds-Variou | Bus Driver |

| | | | | |
|-------------------------|------------------------|--------------------------|--------------------------------|---|
| Josh Haley | NTE \$600.00 | Riverdale High School | School Funds-Boys Basketball | Boys Basketball Weight Coach for 2019/2020 season |
| Josh Haley | NTE \$2,000.00 | Riverdale High School | School Funds-Boys Basketball | Boys Basketball Weight Coach for 2020/2021 season |
| Greg Baughn *6 | NTE \$5,000.00 | Rockvale High School | School Funds-Variou | Bus Driver |
| David Givens *6 | NTE \$5,000.00 | Rockvale High School | School Funds-Variou | Bus Driver |
| Kevin Jones *6 | NTE \$5,000.00 | Rockvale High School | School Funds-Variou | Bus Driver |
| Scott Kinney | NTE \$1,000.00 | Rockvale High School | School Funds-Band | Band Sectionals |
| James Nelson *6 | NTE \$5,000.00 | Rockvale High School | School Funds-Variou | Bus Driver |
| Jeff Pick *6 | NTE \$5,000.00 | Rockvale High School | School Funds-Variou | Bus Driver |
| Athletic Trainers | \$25/hour | All Schools | School Funds and Booster Funds | Special Events coverage by Athletic Trainers |
| Robert Chandler | NTE \$500.00 | Blackman High School | Blackman High Band Booster | Band Camp Instructor |
| Richard Hughes | NTE \$600.00 | Blackman Middle School | School Funds-Volleyball | Assistant Volleyball Coach |
| Wilson B. Sharpe | \$25/half hour lesson | Blackman Middle School | School Funds-Band | Private Music Lessons |
| Megan manning | NTE \$5,000.00 | Riverdale High School | School Funds-Dance | Dance Choreographer |
| Roland Fry | NTE \$1,000.00 | Rockvale High School | School Funds-Band | Band Sectionals |
| Jessica Dunnivant | \$22 per lesson | Rocky Fork Middle School | School Funds-Band | Instrumental Music Lessons |
| Stephen Mark Morgan | \$25 per lesson | Rocky Fork Middle School | School Funds-Band | Instrumental Music Lessons |
| Jennifer Zimmerer | \$22 per lesson | Rocky Fork Middle School | School Funds-Band | Instrumental Music Lessons |
| Jacob Brashar | NTE \$3,000.00 | Siegel High School | School Funds-Choir | Choir Choreography |
| Darryl Deason | NTE \$6,000.00 | Siegel High School | School Funds-Choir | Choir/Spring Musical Stage Direction |
| Donna Groff | NTE \$6,000.00 | Siegel High School | School Funds-Choir | Choir/Concerts/Performances Piano Accompanist |
| Kasey McCormick-Melberg | NTE \$2,500.00 Monthly | Siegel High School | School Funds-Choir | Choir Private Voice Instructor |
| Donna Shearron | NTE \$2,500.00 Monthly | Siegel High School | School Funds-Choir | Choir Private Voice Instructor |

| | | | | |
|-----------------------|-------------------|----------------------|-----------------------------------|---|
| Angel Soto | NTE \$5,000.00 | Siegel High School | Siegel Band Booster | March Band Tenor Drum Instructor |
| Regina Wilkerson Ward | NTE \$4,000.00 | Siegel High School | School Funds-Choir | Choir Choreography |
| Charles Mitchell | NTE \$4,000.00 | Stewarts Creek High | School Funds-Baseball | Assistant Baseball Coach |
| Maddox Vondohlen | NTE \$4,000.00 | Stewarts Creek High | School Funds-Baseball | Assistant Baseball Coach |
| Silas Bain *2 | Hourly | Rockvale High School | Clubs, Athletics + Outside Groups | Additional Custodial work for the 2020/2021 school year |
| Shelly Brewer *2 | Hourly | Rockvale High School | Clubs, Athletics + Outside Groups | Additional Custodial work for the 2020/2021 school year |
| Matt Harris *2 | Hourly | Rockvale High School | Clubs, Athletics + Outside Groups | Additional Custodial work for the 2020/2021 school year |
| Bob Heath *2 | Hourly | Rockvale High School | Clubs, Athletics + Outside Groups | Additional Custodial work for the 2020/2021 school year |
| Lorraine Lozano *2 | Hourly | Rockvale High School | Clubs, Athletics + Outside Groups | Additional Custodial work for the 2020/2021 school year |
| Wanda McCloud *2 | Hourly | Rockvale High School | Clubs, Athletics + Outside Groups | Additional Custodial work for the 2020/2021 school year |
| Gavin McGoldrick *2 | Hourly | Rockvale High School | Clubs, Athletics + Outside Groups | Additional Custodial work for the 2020/2021 school year |
| Tim Stach *2 | Hourly | Rockvale High School | Clubs, Athletics + Outside Groups | Additional Custodial work for the 2020/2021 school year |
| Cynthia Tyler *2 | Hourly | Rockvale High School | Clubs, Athletics + Outside Groups | Additional Custodial work for the 2020/2021 school year |

**Unless listed as an hourly rate

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

G. 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 2020-2021 school year:

| <u>Name</u> | <u>School</u> | <u>Sport</u> |
|-------------------------|----------------------------|---------------------|
| Jacob Brasher | Siegel High School | Choir |
| Robert Chandler | Blackman High School | Band |
| Darryl Deason | Siegel High School | Choir |
| Jessica Dunnivant | Rocky Fork Middle School | Band |
| Kasey McCormick-Melberg | Siegel High School | Choir |
| Stephen Mark Morgan | Rocky Fork Middle School | Band |
| Wilson Sharp | Blackman Middle School | Band |
| Ben Shaw | Siegel High School | Band |
| Donna Shearon | Siegel High School | Choir |
| Regina Ward | Siegel High School | Choir |
| Jennifer Zimmerer | Rocky Fork Middle School | Band |
| Megan Manning | Riverdale High School | Dance |
| Lance Pawlowski | Rockvale High School | Football |
| Tristyn Lozano | Central Magnet | Volleyball |
| Zachary Snider | Stewarts Creek High School | Football |
| Andrew Snider | Stewarts Creek High School | Football |
| Donald Shattuck | Oakland High School | Bowling |
| Caleb Spearing | Smyrna Middle School | Football |
| Bridget Robertson | Stewarts Creek High School | Agriculture |
| Chris Worley | Riverdale High School | Softball |
| Morgan Sheehan | Rockvale High School | Cheerleading |
| Rakel Hankins | Rockvale High School | Volleyball |
| Brittini Young | Rockvale High School | Swimming |
| Shelby Mireless | Rockvale High School | Softball |

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

6. VISITORS

7. 2019-2020 – WAIVER TENURE RECOMMENDATION

The following teachers meet the criteria for tenure in accordance with the new tenure law:

- Hold a valid Tennessee teaching license
- Has served Rutherford County Schools for five years (45-months) within a seven-year period, the last two in a regular (not interim) position.
- Has demonstrated an overall performance of “above expectations” or “significantly above expectations” on the TEAM evaluation during the last two consecutive years of the five-year period.
- Or if held tenure under the previous guidelines, and returned to Rutherford County Schools, meets the two-year probationary period and tenure is reactivated.
- A waiver of T.C.A. § 49-5-503(4), which states that teachers who have received evaluations demonstrating an overall performance effectiveness level of “above expectations” or “significantly above expectations” as provided in the evaluation guidelines adopted by the state board of education pursuant to T.C.A. § 49-1-302, during the last two (2) years of the probationary period are eligible for tenure. LEAs granted this waiver may allow teachers who have met all other requirements for tenure eligibility but have not acquired an official evaluation score during the 2019-2020 school year due to COVID-19 school closures, to utilize the most recent two (2) years of available evaluation scores achieved during the probationary period for purposes of determining eligibility for tenure. The 2019-2020 school year will count toward a teacher’s five (5) year probationary period.

| Name | Position | School |
|-----------------|----------------------------|----------------------------|
| John H. Pierce | Physical Education Teacher | Blackman Middle School |
| Brian E. Howard | History Teacher | Stewarts Creek High School |
| Alina Tompkins | English Teacher | Stewarts Creek High School |

Recommended Approval---motion to approve the recommendation to award tenure to the teachers who meet criteria for 2019-2020 school year as presented.

8. ATLAS PROGRAM MEMORANDA OF AGREEMENT (TAB 2)

STARS (Students Taking a Right Stand) will provide a master’s Level Specialist to work with Elementary ATLAS students and their parents in an effort to reduce chronic absenteeism and improve attendance of students experiencing homelessness

Endure Athletics will provide after school and summer programming, including transportation, at no cost to students living in motels and shelters.

The Boys & Girls Clubs will provide summer programming in Smyrna and Murfreesboro at no cost to students who qualify for the ATLAS program. Because we

pay for the summer programming, they also do not charge ATLAS students for after school care during the school year.

Recommended Approval---motion to approve the Memoranda of Agreement between STARS, Endure Athletics and The Boys & Girls Clubs ant the ATLAS Program as presented.

9. CONTRACT WITH SOLE SOURCE (TAB 3)

This agreement is with PowerSchool to purchase online candidate assessments for both teachers and principals as they apply for vacant positions within our HR application system. This was previously presented last fall in conjunction with the 5 Year Plan and HR supporting goals. The cost is \$32,915.51 which also includes the implementation training. A sole source letter is provided.

Recommended Approval---motion to approve the contractual agreement with PowerSchool to provide candidate assessments for both teachers and principals paid from HR 2020-21 budgeted funds.

10. COORDINATED SCHOOL HEALTH GRANT

Coordinated School Health Grant

Coordinated School Health has received a grant in the amount of \$180,000 from the Tennessee Department of Education to be used for materials and programs that promote and support student and staff safety, health and wellness. The grant will be managed by the Coordinated School Health Supervisor, Jenna Stitzel.

Recommended Approval---motion to approve the Coordinated School Health grant from the Tennessee Department of Education to be used for materials and programs that promote and support student and staff safety, health and wellness as presented.

Healthy Students Stronger Learners Grant

Coordinated School Health has received a grant in the amount of \$13,000 from the Tennessee Department of Education to be used for materials, supplies, training and programs that support student physical activity, physical education and health. This grant will be managed by the Coordinated School Health Supervisor, Jenna Stitzel

Recommended Approval---motion to approve the Coordinated School Health grant from the Tennessee Department of Education to be used for materials, supplies, training and programs that support student physical activity, physical education and health as presented.

11. ESL EXTENDED CONTRACT (TAB 4)

The ESL Department will be conducting an after-school extended day program for Smyrna High School, funded completely by Title III funds. (In the event of school closure, the class will be conducted through distance learning.) Title III funds will provide 1 ESL Teacher extended contract and 1 bilingual educational assistant extended contract. The schedule for the extended school day will run for both semesters: Monday through Wednesday from 3:45-6:15. Each extended contract is for approximately \$2,400.

Recommended Approval---motion to approve a Rutherford County Schools Title III funded extended contract for an ESL teacher and a bilingual educational assistant for the extended day program.

12. AVID CONTRACT AGREEMENT-Smyrna High School (TAB 5)

AVID is a program designed to close the achievement gap by preparing students for college readiness and success in a global society. Smyrna High School is requesting funding for this program for one more year to complete the program for this year's cohort of students in the 2021 graduating class. Payment for this program will be provided with general funds.

Recommended Approval---motion to approve the contract with AVID to continue this program for the 2020-2021 school year at Smyrna High School.

13. CURRICULUM & INSTRUCTION (TAB 6)

A. Attendance/Instructional Technology

The Curriculum and Instruction Department seeks approval for a new 12-month teaching position, District Wide Technology Integration Coach. The funding for this position will come from the budgeted certified/administrative line item currently allocated for FY 21. Currently, all technology integration is addressed through the Technology Department, not Instruction, and a position is needed in Instruction to enhance efficiency between the various software programs utilized in RCS and the student management system, Skyward. This position will also support schools and parents with troubleshooting with Skyward, online textbooks, and software integration.

Recommended Approval---motion to approve District Wide Technology Integration Coach as presented.

B. RutherfordWorks Ambassador

The Curriculum & Instruction CTE Department would like to allocate approximately \$15,000.00 of Perkins 2020-2021 funds to support Rutherford Works Ambassador Leads at 22 of our Middle and High Schools. The purpose of this RW Ambassador Leads would be to develop the instructional capacity of teachers, counselors, and assistant principals within our district to support the Rutherford Works partnership. The Leads would be responsible for attending in-person/virtual meetings and implementing the following opportunities at their schools: Work Ethic Distinction, YouScience, WBL, Industry Tours, JumpStart Job Fair, 8th Grade Career Pathway Fair, and the ACT WorkKeys Assessment.

The allocations are:

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

Recommended Approval---motion to approve allocating approximately \$15,000.00 of Perkins Funds to support Rutherford Works Ambassador Leads at 22 of our Middle and High Schools. Each participant will receive a \$500.00 stipend for attendance and participation in Professional Development sessions by Rutherford Works and the Curriculum & Instruction CTE Department. Schools allocated number of participants is 11 middle schools and 11 high schools to support teacher and student success as presented.

| RutherfordWorks Ambassador | | |
|-----------------------------------|----------------------|-------------------------------|
| Schools | RW Ambassador | Position |
| Blackman High | Jeanette Noffsinger | CTE High School Teacher |
| Holloway High | Dawn Powell | CTE High School Teacher |
| LaVergne High | Dale Hudson | CTE High School Teacher |
| Oakland High | Sherri Rogers | CTE High School Teacher |
| Riverdale High | Emily Colbert | CTE High School Teacher |
| Rockvale High | Jennifer Vining | CTE High School Teacher |
| Siegel High | Stacie Andersen | CTE High School Teacher |
| Smyrna High | Carrie Ott | CTE High School Teacher |
| Stewarts Creek High | Marlena Dixon | CTE High School Teacher |
| Blackman Middle | Theresa Saupe | CTE middle School Teacher |
| Christiana Middle | Leigha Moltz | CTE Middle School Teacher |
| LaVergne Middle | Tiffany Copeland | Middle School Assistant Prin. |
| Oakland Middle | Emily Mangrum | CTE Middle School Teacher |
| Rock Springs Middle | James Elliott | Middle School STEM Teacher |
| Rocky Fork Middle | Allison Kunkle | Middle School Counselor |
| Rockvale Middle | Kelly Newberry | Middle School Assistant Prin. |
| Siegel Middle | April Mongold | Middle School Counselor |
| Smyrna Middle | Ellie Lee | Middle School ELA Teacher |
| Stewarts Creek Middle | Keith Young | Middle School Assistant Prin. |

| | | |
|--------------------|-------------------------|---------------------------|
| Whitworth Buchanan | Lucy Pittenger | CTE Middle School Teacher |
| Eagleville | Libby Sledge | CTE High School Teacher |
| Central Magnet | Jackie Crawley Harrison | CTE High School Teacher |

C. EPP Cohort 1

The Curriculum & Instruction CTE Department would like to allocate approximately \$6,800 of EPIC grant funds to support Educator Preparation Provider (EPP) Mentors at eight of our High Schools. The purpose of this mentorship is to provide building level support for EPP participants enrolled in Cohort 1. These Mentors are responsible for attending EPP Mentor and TDOE Vision of Excellent Instruction training, conduction biweekly mentor/mentee meetings and completing mentor reflection forms, engaging in all mentor Dialogues included in the Southern Regional Education Board's Teaching to Lead Curriculum, and completing yearly exit survey assessments of their mentees.

The allocations are:

Each Mentor receives a \$400.00 stipend for completion of all required tasks to provide ongoing support to their EPP Mentee.

Recommended Approval---motion to approve allocating \$6,800.00 of EPIC grant funds to support EPP Mentors at seven High Schools. Each Mentor will receive a \$400.00 stipend for completion of all required tasks to provide ongoing support of their EPP Mentee. The allocated number of Mentor stipends is 17 for Cohort 1 as presented.

| EPP Cohort 1 Mentors | | | | |
|----------------------|--------------------|---------------------|--------------------|------------------|
| Schools | Mentor | Position | Mentee | Position |
| Blackman HS | Bergen Shepherd | Health Science | LaTonya Jones | Health Science |
| LaVergne HS | Nicolette Dowling | Criminal Justice | LaTonya Jones | Health Science |
| LaVergne HS | Dale Hudson | Information Tech. | Adam Wortman | Criminal Justice |
| Oakland HS | Sherri Rogers | Business | Brett Inman | Broadcasting |
| Riverdale HS | Keith Dozier | Criminal Justice | Robert Baker | Criminal Justice |
| Riverdale HS | Mark Everett | Auto Repair | Eric Sacharczyk | Health Science |
| Riverdale HS | Penny Kell | Business | Derek Picklesimer | Digital Arts |
| Rockvale HS | Amy Griffin | Teaching as a Prof. | Bradford Deas | Culinary Arts |
| Rockvale HS | Amy Griffin | Teaching as a Prof. | Rachel Nichols | Criminal Justice |
| Rockvale HS | Crystal Hawkes | Health Science | Eric Sacharczyk | EMS |
| Rockvale HS | Kevin Jones | Digital Arts | Lucas Jordan | Coding |
| Rockvale HS | Jennifer Vining | Marketing | Brett Jackson | Networking |
| Rockvale HS | Nick Wise | Business | James Thompson | Construction/MEP |
| Siegel HS | Debra Connolly | Health Science | Corey Stockwell | Culinary Arts |
| Smyrna HS | Steven Picklesimer | Graphic Arts | Jonathan Clawson | Criminal Justice |
| Smyrna HS | Alberto Villalobos | Culinary Arts | William Ingram | Culinary Arts |
| Stewaarts Creek HS | Amy Olt | Agriculture | Christina Williams | Collision Repair |

D. EPP Cohort 2

The Curriculum & Instruction CTE Department would like to allocate approximately \$3,600 of EPIC grant funds to support Educator Preparation Provider (EPP) Mentors at six of our High Schools. The purpose of this mentorship is to provide building level support for EPP participants enrolled in Cohort 2. These mentors are responsible for attending EPP mentor and TDOE Vision of Excellent Instruction training, conducting biweekly mentor/mentee meetings and completing mentor reflection forms, engaging in all Mentor Dialogues included in the Southern Regional Education Board's Teaching to Lead Curriculum, and completing yearly exit survey assessments of their mentees.

The allocations are:

Each Mentor receives a \$400.00 stipend for completion of all required tasks to provide ongoing support of their EPP Mentee.

Recommended Approval---motion to approve allocating \$3,600.00 of EPIC grant funds to support EPP Mentors at seven High Schools. Each Mentor will receive a \$400.00 stipend for completion of all required tasks to provide ongoing support of their EPP Mentee. The allocated number of Mentor stipends is nine for Cohort 2 as presented.

| EPP Cohort 2 Mentors | | | | |
|-----------------------------|--------------------|-------------------|-----------------|------------------|
| Schools | Mentor | Position | Mentee | Position |
| Blackman HS | Stephen Parkhurst | Criminal Justice | James Cassidy | Criminal Justice |
| LaVergne HS | Nicolette Dowling | Criminal Justice | Cheri Wessels | Health Science |
| LaVergne HS | Dale Hudson | Information Tech. | Jared Nave | Construction |
| Rockvale HS | Jennifer Vining | Marketing | Lisa Ramsey | Culinary Arts |
| Rockvale HS | TBD | TBD | TBD | Adv. Manuf. |
| Siegel HS | Joe Bowker | Health Science | Lisa Snetsinger | Health Science |
| Smyrna HS | Steven Picklesimer | Graphic Arts | Angela Payne | Criminal Justice |
| Smyrna HS | Steven Picklesimer | Graphic Arts | Bryan Pitts | Construction |
| Stewarts Creek HS | Kristina Walker | Health Science | Janzen Powell | Health Science |

14. THREAT ASSESSMENT TRACKING SYSTEM

USA Software, Inc. founded in 1989, has been a provider of Threat Assessment tracking and follow-up software since 2009. The product was developed using guidelines from several established behavioral threat assessment models recognized as standards in the industry.

The USA Software, Inc. Threat Assessment package includes both front end and follow-up support, ability to assign and schedule tasks, reminder and notification processes, safety plans and associated follow-up, and analytics. It is available to use on computers, surfaces, and smart devices.

The system provides the best coverage for the price, with competitors being as high as \$1000,000 per year.

Recommended Approval---motion to approve safe schools grant monies of \$28,495.00 for USA Software, Inc. Product package for one-year license, renewable annually, and a one-time software set up fee of \$1,995.00 for a total of \$30,490.00 as presented.

15. LEGAL (TAB 7)

1. BOARD RESOLUTION

The attached resolution is proposed to the Board for adoption. This resolution, adopted in Wilson County and shared broadly by the TSBA, would publicly express support for a moratorium on state standardized testing being used for rankings or scoring. The resolution does not dispute the need to test for data purposes and metrics but rather requests that the State consider holding districts harmless in light of the variety of challenges schools across the state are facing in light of COVID-19.

Recommended Approval---motion to approve the adoption of the resolution of the Rutherford County Board of Education in Support of a Moratorium on State Standardized Testing for the 2020-2021 School Year.

2. POLICY ADOPTION

The policy changes below are recommended for adoption by the Policy Committee:

a. Policy 1.400: School Board Meetings

Amended to prohibit board members and staff participating in board meetings from utilizing cell phones while the meeting is in progress to avoid conflicts with Sunshine laws.

b. Policy 4.700: Testing Programs

Amended to update test names and clarify which final grades are being referenced.

c. Policy 6.203: School Admissions

Amended to require all families to complete the Student Residency Questionnaire prior to being provided with an affidavit of residency or being denied enrollment to ensure compliance with Board Policy 6.502. This change is recommended by the Department of Education.

d. Policy 6.304: Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation

Rewritten to clarify process and definitions in light of Title IX rule changes.

e. Policy 6.319: Alternative Education

Amended to reflect changes made in the law under Public Acts of 2020, Chapter 603 and State Board of Education Rule.

f. Policy 6.503: Homeless Students

Amended to require all families to complete the Student Residency Questionnaire prior to being provided with an affidavit of residency or being denied enrollment to ensure compliance with Board Policy 6.502. This change is recommended by the Department of Education.

g. Policy 3.204: Threat Assessment Team

This policy enshrines the requirements of Public Chapter 394. This allows the creation of a district-level threat assessment team charged with overseeing threats and establishing procedures for the management of threats across the district.

h. Policy 4.205: Enrollment in College Level Courses

This policy acknowledges broadly the acceptance of a college-level course as possible grounds for high school credit. This is a TSBA model policy.

Recommended Approval---motion to approve the above policy changes as recommended by the Policy Committee on first reading.

16. FINANCIAL MATTERS (TAB 8)

Professional Services Contract between the Greater Nashville Regional Council and Rutherford County Board of Education

Rutherford County Schools has incurred a sizeable expense due to the purchase of additional COVID-19 related cleaning supplies, PPE, and additional food service and maintenance staff costs. This contract between Rutherford County Schools (RCS) and the Greater Nashville Regional Council (GNRC), is for the provision of grant writing and administration for the COVID-19 FEMA Declared Disaster Reimbursement Project. GNRC will assist the RCS Budget & Finance Department with preparing and submitting a FEMA Disaster Reimbursement grant application to maximize reimbursement of COVID-19 Disaster related costs that have not already been covered by Federal CARE Act, USDA Emergency feeding grant funds, or other Federal or State funds in an attempt to minimize the impact on local tax funds from this Federally declared disaster. This contract has been reviewed by the RCS legal department.

Recommended Approval---motion to approve the professional grant writer contract with GNRC as presented.

2020/21 Capital Projects Budget Amendment #1 – Fund 177

Each July 1 outstanding purchase orders in this fund are liquidated. The funds go to fund balance which in this fund is account 34685, Committed for Capital Projects. These purchase orders are for projects that had not been 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 \$2,295,278.63 in funds to re-budget.

Recommended Approval---motion to amend the 2020/2021 Capital Projects Budget, Fund 177, by reducing account 34685, Committed for Capital Projects by \$2,295,278.63 and by increasing Engineering Services, account 91300-321, Maintenance and Repair Services – Buildings, account 91300-335; and Other Contracted Services, 91300-399 for a combined total of the same \$2,295,278.63 as presented.

2020/21 Capital Projects Budget Amendment #2 – Fund 177

Last Fiscal Year (FY 19-20) the Board and Commission approved and allocated funding for the Daniel McKee School Sewer Tie-In as an approved project to remove this school from a sub-standard septic system. With a long turn around time in environmental permitting and planning, this project was delayed, and a final bid was awarded after the unexpended expenditure budget was closed out to fund balance. This amendment moves funding for this prior approved project from fund balance to the proper expenditure line item.

Recommended Approval---motion to decrease fund balance and increase expenditure line items in Fund 177 as presented to budget for the Daniel McKee Sewer Tie-In project.

Fund 141 GPS Amendment

1. Account Changes Per State

This amendment moves \$278,715 in already budgeted revenues and \$1,108,028 in already budgeted expenditures to the accounts the State Department of Education has asked us to use. This amendment has no new revenues or expenditures.

Recommended Approval---motion to amend the 2021 General Purpose School Budget by moving \$278,715 in already budgeted revenues and \$1,108,028 in already budgeted expenditures to the accounts prescribed by the State Department of Education as presented.

17. FACILITIES (TAB 9)

Holloway High School: Principal Sumatra Drayton has requested that a local Church be able to paint a mural on the side of the gym. Engineering and Construction has reviewed the request, the proposed artwork and the location on the building and finds it acceptable. There will also be a second mural on the back wall of the gym. This mural will be Hawk wings like other schools.

Recommended Approval---motion to approve the request to have two murals painted on the gym at Holloway High School as presented.

Rock Springs Elementary Update: The new annex addition Certificate of Occupancy was issued on Monday, August 10, 2020. This is later than the July 15 project deadline, but due to issues with COVID related delays, the contractor has made a good faith effort to complete the project. Some grading and exterior work will be completed in the next few weeks.

Tan Oaks School Site Update: MTEMC has completed their design and submitted fees. CUD has completed the upgrade up to our property and is designing the Master Meter assembly and will be submitting meter and tap fees soon. The sewer contractor has begun work and Jeff Reed's firm is working on acquiring sewer easements. RG Anderson mobilized and has completed installation of the erosion control barriers. TDEC has removed the NOC, TDEC Grading permit, for the project depending on the wetland's determination. We have employed Griggs and Maloney to assist in this process. RG Anderson has been on hold for three weeks now. Timely completion of the project is now uncertain. Once we are released to begin work, we will have a better determination of a completion date.

Buchanan Elementary School Sewer: RCS is in the final stages of design and connection of a permanent sewer line from Buchanan Elementary to the MWSD system across Manchester Highway. TDOT is requiring a permit and a running surety to be able to cross the Highway as a private utility system. This is standard procedure and has been reviewed by Engineering and Construction and Jeff Reed Board attorney.

Recommended Approval----motion to approve the TDOT permit and Running Surety for the new Buchanan Elementary Sewer line.

18. INSURANCE UPDATE

19. DIRECTORS UPDATE

20. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

21. FEDERAL RELATIONS NETWORK (FRN) UPDATE

22. GENERAL DISCUSSION

23. ADJOURNMENT

RUTHERFORD COUNTY SCHOOL SYSTEM

Board of Education Meeting

**2240 Southpark Drive
Murfreesboro, TN 37128**

Minutes of July 9, 2020

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

1. CALL TO ORDER

The Board Chairman called the meeting to order at 5:00 P.M. Coy Young led in the Pledge of Allegiance.

2. MOMENT OF SILENCE

The Chairman called for a moment of silence and requested that we remember Ms. Michaels, who isn't feeling well, in thought and prayer.

3. APPROVAL OF AGENDA

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

Vote: All Yes

4. APPROVAL OF CONSENT AGENDA

A. Minutes: June 18, 2020 Board Meeting

B. Use of Facilities

C. Routine Bids

Bid #3479 – Non-Food Items

Bid #3480 – Window Blinds

Bid #3481 – Storage Buildings

Request to Purchase:

Rutherford County Board of Education request to use Rutherford County Government Contract to Gorrie Regan for Automated Time Keeping Service.

Request to Purchase:

Rutherford County Board of Education request to use Sumner County Board of Education RFP #202020611-BOE for Bioesque disinfectant cleaner through The Cleaner's Depot Inc.

D. School Salary Supplements and Contract Payments:

| Name | Amount | School | Funded By | Description |
|-----------------------|-----------------|----------------------------|------------------------------|---|
| Brad Cowan | NTE \$5,240.00 | Oakland High School | School Funds-Indoor Facility | Working at Indoor Facility |
| Matthew Crossley | NTE \$1,100.00 | Riverdale High School | Riverdale Band Boosters | Marching Band Camp Instruction and Music arrangement |
| Amanda Jones | NTE \$8,500.00 | Riverdale High School | Riverdale Band Boosters | Band Camp Instruction, Fall Marching Band rehearsal staff |
| Emily Swafford | NTE \$500.00 | Riverdale High School | Riverdale Band Boosters | Band Camp-marching + music instruction |
| Marlene Pannell | NTE \$5,000.00 | Rock Springs Middle School | Victory Church | Facility Supervisor 2020-2021 School Year |
| Allana Pierce | NTE \$5,000.00 | Rock Springs Middle School | Victory Church | Facility Supervisor 2020-2021 School Year |
| Igor Zhislin | NTE \$10,000.00 | Central Magnet | School Funds-Chess | Chess Instructor |
| Rosa Palacios | NTE \$2,500.00 | Eagleville School | School Funds-Band | Color Guard Instructor |
| Ian Holt Alward | NTE \$7,500.00 | Oakland High School | School Funds-Band | Percussion Instructor |
| Jessica Nicole Graves | NTE \$2,500.00 | Oakland High School | School Funds-Band | Marching Band Instructor |
| Joshua Moulder | NTE \$3,000.00 | Oakland High School | School Funds-Band | Marching Band Instructor |
| Travarus Holloway | NTE \$800.00 | Oakland Middle School | School Funds-Basketball | Assistant Basketball Coach-2019/2020 School Year |

| | | | | |
|-------------------------|-----------------|-----------------------|-------------------------|---|
| Katherine Alyssa Alward | NTE \$5,500.00 | Riverdale High School | Riverdale Band Boosters | Band Camp, Fall Marching Staff and Winter Guard |
| Jackson Ayers | NTE \$1,500.00 | Riverdale High School | Riverdale Band Boosters | Band Camp instruction, Fall Marching Band rehearsal staff |
| Shelah Michelle Brown | NTE \$300.00 | Riverdale High School | Riverdale Band Boosters | Band Camp Instruction |
| Shelah Michelle Brown | \$25/lesson | Riverdale High School | Riverdale Band Boosters | Woodwind lessons |
| Skyler Cannon | NTE \$300.00 | Riverdale High School | Riverdale Band Boosters | Band Camp Instruction, Fall Marching Band rehearsal staff |
| Skyler Cannon | \$20/lesson | Riverdale High School | Riverdale Band Boosters | Woodwind lessons |
| Michael George | NTE \$300.00 | Riverdale High School | Riverdale Band Boosters | Band Camp Instruction |
| Michael George | \$20/lesson | Riverdale High School | Riverdale Band Boosters | Individual lessons |
| Timothy Hale | NTE \$18,000.00 | Riverdale High School | Riverdale Band Boosters | Instruct Band Camp percussion, Write Music, Assist with Percussion class Inst., Equip. Maint. |
| Timothy Hale | \$20/lesson | Riverdale High School | Riverdale Band Boosters | Individual lessons |
| Nathaniel O'Neal | NTE \$1,600.00 | Riverdale High School | Riverdale Band Boosters | Band Camp Instruction, Fall Marching Band rehearsal staff |
| David Seanor | NTE \$500.00 | Riverdale High School | Riverdale Band Boosters | Band Camp Instruction, Fall Marching Band rehearsal staff |
| John Wilson | NTE \$1,200.00 | Riverdale High School | Riverdale Band Boosters | Band Camp Instruction, Fall Marching Band rehearsal staff |
| Karl Wingruber | NTE \$300.00 | Riverdale High School | Riverdale Band Boosters | Band Camp Instruction, Fall Marching Band rehearsal staff |
| Karl Wingruber | NTE \$1,000.00 | Riverdale High School | Riverdale Band Boosters | Jazz Band Instruction |
| Karl Wingruber | \$20/lesson | Riverdale High School | Riverdale Band Boosters | Individual Lessons |
| Patrick Lee Brassell | NTE \$1,000.00 | Rockvale High School | School Funds-Band | Band Sectionals |

| | | | | |
|---------------------|-----------------|----------------------------|----------------------|------------------------------------|
| Rex Davis | NTE \$1,000.00 | Rockvale High School | School Funds-Band | Band Sectionals |
| Wesley Denkins | NTE \$1,000.00 | Rockvale High School | School Funds-Band | Band Sectionals |
| Kyle Etges | NTE \$10,000.00 | Rockvale High School | School Funds-Band | Band Sectionals, Saxophone Lessons |
| Dennis Hawkins, Jr. | NTE \$1,000.00 | Rockvale High School | School Funds-Band | Band Sectionals |
| Terrence Houston | NTE \$1,000.00 | Rockvale High School | School Funds-Band | Band Sectionals |
| Juliet Lang | NTE \$1,000.00 | Rockvale High School | School Funds-Band | Band Sectionals |
| Rebecca Lowry | NTE \$1,000.00 | Rockvale High School | School Funds-Band | Band Sectionals |
| Rebecca Lynn Murphy | NTE \$10,000.00 | Rockvale High School | School Funds-Band | Band Sectionals, Flute lessons |
| Patrick Phongsa | NTE \$1,000.00 | Rockvale High School | School Funds-Band | Band Sectionals |
| Todd Waldecker | NTE \$1,000.00 | Rockvale High School | School Funds-Band | Band Sectionals |
| Keith Dudek | NTE \$5,000.00 | Rock Springs Middle School | School Funds-Band | Private Music Instructor |
| Tara Johnson | NTE \$2,500.00 | Rock Springs Middle School | School Funds-Band | Private Music Instructor |
| Tonya Lawson | NTE \$5,000.00 | Rock Springs Middle School | School Funds-Band | Private Music Instructor |
| Benjamin Shaw | NTE \$800.00 | Siegel High School | Siegel Band Boosters | Visual Instruction |
| Michael Embry | NTE \$1,500.00 | Smyrna High School | School Funds-Band | Color Guard Instructor |
| Phil Wilson | NTE \$1,500.00 | Smyrna High School | School Funds-Band | Percussion Instructor |

** Unless listed as an hourly rate

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

E. 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 2020-2021 school year:

| <u>Name</u> | <u>School</u> | <u>Sport</u> |
|-----------------------|----------------------------|----------------|
| Jonathan Garner | Siegel High School | Football |
| John Sharp | Siegel High School | Football |
| Karri Trammel | Central Magnet High School | Cheerleading |
| Jamonn Brady | Smyrna Middle School | Soccer/B & G |
| Brian Davies | Blackman High School | Soccer/Girls |
| Jessica McElderry | Siegel High School | Volleyball |
| Bradley Nix | Smyrna High School | Football |
| Jenna Jann | LaVergne Middle School | Cheerleading |
| Ian Alward | Oakland High School | Band |
| Katherine Alward | Riverdale High School | Band |
| Jackson Ayers | Riverdale High School | Band |
| Shelah Michelle Brown | Riverdale High School | Band |
| Skylar Cannon | Riverdale High School | Band |
| Keith Dudek | Rock Springs Middle School | Band |
| Michael Embry | Smyrna High School | Band |
| Kyle Etges | Rockvale High School | Band |
| Victoria Fields | Rock Springs Middle School | Choir |
| Michael George | Riverdale High School | Band |
| Timothy Hale | Riverdale High School | Band |
| Tara Johnson | Rock Springs Middle School | Band |
| Tonya Lawson | Rock Springs Middle School | Band |
| Joshua Moulder | Oakland High School | Band |
| Rebecca Murphy | Rockvale High School | Band |
| Nathaniel O'Neal | Riverdale High School | Band |
| Rosa Palacios | Eagleville School | Band |
| David Seanor | Riverdale High School | Band |
| John Cameron Wilson | Riverdale High School | Band |
| Phil Wilson | Smyrna High School | Band |
| Karl Wingruber | Riverdale High School | Band |
| Jamonn Brady | Smyrna Middle School | Soccer/B & G |
| Lawrence Segree | LaVergne High School | Track/Football |
| Bruce Thweatt | Riverdale High School | Volleyball |
| Steelton Flynn | Blackman High School | Cross Country |
| Jamie Owens | Buchanan Elementary | Archery |
| Kasey Gregory | Buchanan Elementary | Archery |
| Natalie Wolff | Buchanan Elementary | Archery |
| Christine Cranton | Buchanan Elementary | Archery |
| Lis Warley | Buchanan Elementary | Archery |
| Russell Clark | Oakland High School | Football |
| Brianna Meek | Oakland High School | Dance |
| Tommy Bogle | Rock Springs Middle School | Baseball |
| Allyson Lillis | Oakland High School | Cheerleading |
| James Allen | Smyrna Middle School | Football |
| Christian Adams | LaVergne High School | Football |
| Marque Bailey | LaVergne High School | Football |

| | | |
|------------------------|------------------------------|-----------------|
| Jena Crossland | Smyrna Middle School | Cheerleading |
| Kristopher Lee | Christiana Middle School | BBK |
| Jordyn Peyton | Riverdale High School | Cheerleading |
| Brittany Marks | Oakland High School | Cheerleading |
| Sara Carmichael | Whitworth Buchanan Middle | Archery |
| John Lewis | Whitworth Buchanan Middle | Football |
| Christopher Truelove | Whitworth Buchanan Middle | Cross Country |
| Gerald Griffen | Rockvale Middle School | Football |
| Kenneth Harless | Stewarts Creek High School | Wrestling |
| Cliff Barna | Stewarts Creek High School | Football |
| Kniambi Jarrett-Walker | Stewarts Creek High School | Volleyball |
| Henry Woodard | Stewarts Creek High School | Football |
| Thomas Ward | Stewarts Creek High School | Football |
| Kirstin Taylor | Central Magnet | Cheerleading |
| Nicholas Peterson | Riverdale High School | Football |
| Kelly Holcomb | Riverdale High School | Football |
| Igor Zhishlin | Central Magnet | Chess |
| Lean Weathers | LaVergne High School | Volleyball |
| Jerome Smartt | Smyrna High School | Football |
| William Holliday | Rockvale High School | Football |
| Matthew Manning | Rockvale High School | Soccer/Girls |
| Sidnee Mitchell | Rockvale High School | Soccer/Girls |
| Dakota Crane | Rockvale High School | Football |
| Mike Sallee | Stewarts Creek Middle | Basketball/Boys |
| Darcy Leach | Central Magnet Middle School | Cross Country |
| Matthew Delk | Rockvale High School | Football |
| Gentry Bonds | Riverdale High School | Football |
| Secret Woode | Stewarts Creek High School | Volleyball |
| Seven Reese | Stewarts Creek High School | Football |
| Bart Cox | Oakland Middle School | Archery |
| Arnold Gaskins | Oakland Middle School | Archery |
| Billy Smith | Oakland Middle School | Archery |
| Rhonda Ross | Central Magnet | Volleyball |
| Carson Perry | Oakland High School | Swimming |
| Shantel Perry | Oakland High School | Swimming |
| Sarah Collier Smith | Central Magnet | Tennis |
| Kamron Cross | Whitworth Buchanan Middle | Volleyball |
| Maureen Gray | Blackman High School | Volleyball |
| Jeff Shipley | Stewarts Creek Middle School | Football |
| I'Tavius Mathers | Stewarts Creek High School | Football |
| Ryan Jordan | Smyrna High School | Football |
| Malik Thomas Reynolds | LaVergne Middle School | Football |
| Stephen Pedan | Christiana Middle School | Football |

Motion made by Mrs. Moore, seconded by Mr. Jordan, to approve the Consent Agenda items as presented.

Vote: All Yes

5. VISITORS

Al Evans spoke briefly regarding LaVergne High Schools Track and Field program.

Dr. Michael Hatcher addressed the Board regarding the return to a regular school year.

Mr. Lee Doughtie spoke in favor of returning to school using the traditional option.

Ms. Emily Williams addressed the Board against reopening schools.

Mr. Craig Myers spoke in favor of the traditional plan.

Mr. Matt Roe spoke against the hybrid plan and in favor of traditional or distance learning option.

Peyton Miller spoke on behalf of a friend, against the return to school in a traditional setting.

Ms. Jennifer Carter, spoke on concerns regarding Covid.

6. RECOGNITION

The Director of Schools introduced Dr. Jimmy Sullivan, Assistant Superintendent of Curriculum and Instruction, who briefly discussed RTI-B (Response to Intervention Behavior) and Model of Demonstration Schools. Dr. Sullivan introduced Behavior Support Specialist, Pam Parker, who then introduced four Rutherford County Schools recognized for their accomplishments at the State Partners in Education Conference earlier this year. In addition, two of the four schools were distinguished as Model of Demonstration Schools. RTI-B Schools of Recognition were Walter Hill Elementary School and Roy Waldron Elementary. Model of Demonstration Schools recognized were Smyrna Primary School and Rocky Fork Middle.

7. OPTIONS FOR OPENING SCHOOLS

The Director of Schools opened by first thanking teachers, administrators and staff for their sacrifices during the pandemic. He then introduced the committee involved in the decision making process and applauded each for their dedication and hard work.

He spoke briefly on the surveys collected and percentages received regarding back to school, bus and teacher and staff input. The Director then went over a list of questions compiled, having the appropriate committee member answer based on their area of expertise.

All three options were once again read and The Rutherford County Board of Education unanimously adopted the traditional plan to reopen schools in August with the option for parents to choose a distance-learning option as well. With this proposal, schools would re-open beginning the week of August 10. The Board also plans to consider phase-in-days during the first week of school to allow for adjustments to the new health guidelines and help school personnel make appropriate adjustments. The Board will discuss these options as well as the requirements for masks for students and employees at a special called meeting on July 21.

Motion made by Mrs. Moore, seconded by Mrs. Johnson to approve the traditional format for returning to school with a distance-learning option as presented.

ROLL CALL VOTE: Yes – Mr. Estes, Mr. Hodge, Mr. Jordan, Mrs. Moore, Mr. Young, Mrs. Johnson, Ms. Sharp

No - None

Motion Passed.

8. EMERGENCY POLICY FOR BUS CLEANING

Adoption of Policy 3.204

In order to provide authority and clarity to support the recent necessary actions of this Board, the following new policy is recommended directly to the Board for adoption as emergency policy.

Policy 3.204 Pandemic/Epidemic Emergency Cleaning: This policy allows the Director of Schools to create emergency cleaning procedures for both school staff and bus contractors. The procedures must align with relevant guidance from governmental authorities.

Motion made by Mr. Jordan, seconded by Mrs. Johnson, to approve the Emergency Policy for Bus Cleaning as presented.

Vote: All Yes

9. TRANSPORTATION

2020-2021 Priority List for Bus Contract

1st Priority List

Amanda Lipetri
Rosa Enriquez
Renea Patrick
Marian James
Benjamin Baxter

Cathleen Stewart

2nd Priority List

| | | |
|------------------|-------------------|----------------|
| Roy Dye, Sr. | Tara Hiers | Ronnie Hobbs |
| Teresa Graham | Clarissa Smith | Roy Gossett |
| Cindy Gossett | Barbara Donnell | Kevin Earp |
| Stephanie Stoner | Bobby Goode | Jackie Young |
| Steve Davis | Pam Goode | Angela Sanders |
| Kelly Hobbs | Sallie Brown | Greg Estes |
| Steve Ricketts | Bill Estes | Clint Jernigan |
| Brandon Lane | James Campbell | Robbi Clements |
| Kristy Crosslin | Margaret Williams | Tyler Black |
| Kim Earp | Lori Thomas | |
| Tim Graham | Sue Estes | |
| Eric Powell | Wayne Barrett | |
| Alison Brown | Brenda Blansett | |
| Cindy Young | Doug James | |
| Holly Lane | Lisa Adams | |

Pursuant to Section 3.405 Bus contract award procedures, the new contractor list for the 2020-2021 school year are presented. These two lists (first priority – regular bus drivers who have driven for two full school years, and second priority – those who currently own one or more contracts) are for approval in order to facilitate the awarding of new bus contracts on a timely basis for the beginning of the new school year and thereafter as contracts are turned into the Transportation Department through the year.

Motion made by Mr. Hodge, seconded by Mrs. Moore, to approve the 1st Priority and 2nd Priority List as presented.

Vote: All Yes

10. 2019-2020-WAIVER TENURE RECOMMENDATION

The following teachers meet the criteria for tenure in accordance with the new tenure law:

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

- A waiver of T.C.A. § 49-5503(4), which states that teachers who have received evaluations demonstrating an overall performance effectiveness level of “above expectations” or “significantly above expectations” as provided in the evaluation guidelines adopted by the state board of education pursuant to T.C.A. § 49-1-302, during the last two (2) years of the probationary period are eligible for tenure. LEAs granted this waiver may allow teachers who have met all other requirements for tenure eligibility but have not acquired an official evaluation score during the 2019-2020 school year due to COVID-19 school closures, to utilize the most recent two (2) years of eligibility for tenure. The 2019-2020 school year will count toward a teacher’s five (5) year probationary period.
- Tenure status will become effective the first day of the 2020-2021 school year.

| Name | Position | School |
|--------------------------|------------------------------------|------------------------|
| Timothy Carey | Tech Coach | Barfield Elementary |
| Shetika Oglesby-Phelps | 2 nd Grade Teacher | Barfield Elementary |
| Dana Liana Churchwell | 4 th Grade Teacher | Blackman Elementary |
| Katrina Marie Earls | 2 nd Grade Teacher | Blackman Elementary |
| Jill Lynn Jackson | ESL Teacher | Blackman Elementary |
| Laura Faye Maas | Music Teacher | Blackman Elementary |
| Jennifer Lynn Wenzlick | Kindergarten Teacher | Blackman Elementary |
| Joby Theresa Williams | Special Ed. CDC Teacher | Blackman Elementary |
| Scott Baker | Math Teacher | Blackman HS |
| Joella C. Boyd | Special Education Teacher | Blackman HS |
| Yolanda Antoinette Flagg | Math Teacher | Blackman HS |
| Vilay Lyxuchouky | French Teacher | Blackman HS |
| Michael Rehnborg | Math Teacher | Blackman HS |
| Robert Allen Eidemiller | Math Teacher | Blackman HS |
| Kaitlyn Taylor Hill | 6 th Grade ELA Teacher | Blackman Middle |
| Kathryn Kemper | 6 th Grade Math Teacher | Blackman Middle |
| Mary Ledoux | 8 th Grade ELA Teacher | Blackman Middle |
| Casey Alexis Molina | 6 th Grade ELA Teacher | Blackman Middle |
| Kristin Pena | School Counselor | Blackman Middle |
| Melissa Lynn Temple | Math Teacher | Blackman Middle |
| Amber Thomas | School Counselor | Blackman Middle |
| Rachel A. Lapinski | Music Teacher | Brown’s Chapel |
| Ariel Amanda Colvin | 5 th Grade Teacher | Cedar Grove Elementary |
| Kyndal Kay Heller | 6 th Math Teacher | Central Magnet School |
| Karlyn Marie Ladd | Speech/Language Pathologist | Central Office |
| Kisha Nicole Napper | Title I Atlas Advocate | Central Office |
| Laneisha S. Rabb | Speech/Lang Pathologist | Central Office |
| Andrea Cooper Terry | Speech/Lang Pathologist | Central Office |
| Taylor Leigh Unklesbay | Behavior Specialist | Central Office |
| Donna Jean Damron | 5 th Grade Teacher | Christiana Elementary |
| Teresa Jones | 5 th Grade Teacher | Christiana Elementary |

| | | |
|---------------------------|--------------------------------------|--------------------------|
| Tyler Mingle | Special Ed. CDC Teacher | Christiana Elementary |
| Cheryl Sciacca | Special Ed. Incl. Teacher | Christiana Elementary |
| Debra A. Bertrand | 7 th Grade Social Studies | Christiana Middle |
| Teresa Crouch | 6 th Grade ELA Teacher | Christiana Middle |
| Michael Dayton | Tech Coach | Christiana Middle |
| James Jackson | 8 th Grade SS Teacher | Christiana Middle |
| Sarah Long | 9 th Grade Math Teacher | Daniel McKee Alternative |
| Shanon Hunn | 3 rd Grade Teacher | David Youree Elementary |
| Erin Leigh Woodrum | ESL Teacher | David Youree Elementary |
| Heather Lynn McKee | 1 st Grade Teacher | Eagleville School |
| Marshiela Elaine Payne | Special Education Teacher | Eagleville School |
| Joseph Wilson | Physical Ed. Teacher | Eagleville School |
| Kayla Wainwright | Personal Finance Teacher | Holloway HS |
| Amanda Akers | School Counselor | HP Campus |
| Kacie Brianna Barlow | Kindergarten Teacher | John Colemon Elementary |
| Amanda Renee Bryant | Art Teacher | John Colemon Elementary |
| Shauneen Marie Crocker | School Counselor | John Colemon Elementary |
| Taylor Brooke Latimer | Kindergarten Teacher | John Colemon Elementary |
| Elizabeth Walker Wallace | 1 st Grade Teacher | John Colemon Elementary |
| Sydney Brooke Hayes | 1 st Grade Teacher | Kittrell Elementary |
| Sarah Peralta | ESL Teacher | Kittrell Elementary |
| Krista H. Warren | Pre-K Teacher | Kittrell Elementary |
| Dale Hudson | CTE Information Teacher | LaVergne HS |
| Sonji L. Newman | Biology Teacher | LaVergne HS |
| Angela Coggins | 1 st Grade Teacher | LaVergne Lake Elementary |
| Gage Morse | 3 rd Grade Teacher | LaVergne Lake Elementary |
| Latoshua Blankinship | Health Teacher | LaVergne Middle |
| Valencia Dobson | Keyboarding | LaVergne Middle |
| Shanyka Hampton | 7 th Grade Math Teacher | LaVergne Middle |
| Heather Annie Sacharczyk | RTI Coach | LaVergne Primary |
| Jolie Christin St. Pierre | 1 st Grade Teacher | LaVergne Primary |
| Monie Proctor Bigelow | Spanish Teacher | Oakland HS |
| Troy Allen Bond | Economics Teacher | Oakland HS |
| Troy Eugene Crane | Physical Ed. & Wellness | Oakland HS |
| Kevin John Creasy | Driver's Education | Oakland HS |
| Stephen W. Jackson | Physical Ed. Teacher | Oakland HS |
| Michele Erin Levy | Special Education Teacher | Oakland HS |
| Kathryn E. Mallari | English Teacher | Oakland HS |
| Sarah E. Masnik | Psychology Teacher | Oakland HS |
| Lynn A. Caldwell | 8 th Grade ELA Teacher | Oakland Middle |
| Pamela Jean Mould | 6 th Grade ELA Teacher | Oakland Middle |
| Candace S. Thompson | 8 th Grade Math Teacher | Oakland Middle |
| Kelly Holt Hanna | Marketing Teacher | Riverdale HS |
| David Michael Vassar | Social Studies Teacher | Riverdale HS |
| Kaitlyn Hobbs Johnson | ESL Teacher | Rock Springs Elementary |

| | | |
|---------------------------|---------------------------------------|------------------------|
| Lacey Jhan Burgess | 8 th Grade Math Teacher | Rock Springs Middle |
| Brittany Rae Gunter | Special Education Teacher | Rock Springs Middle |
| Elizabeth Claire Riner | Special Education Teacher | Rock Springs Middle |
| David Barton Dement II | English Teacher | Rockvale High School |
| Heaven Michelle Doh | ELA Teacher | Rockvale High School |
| Amy Stout Griffin | Teaching as a Profession | Rockvale High School |
| Lindy Brown King | Wellness Teacher | Rockvale High School |
| Landon David Sessoms | Economics Teacher | Rockvale High School |
| Kathryn Lawson Stuckey | Social Studies Teacher | Rockvale High School |
| Emily Jo Vogt | School Counselor | Rockvale High School |
| Ashley Ann Couture | Social Studies Teacher | Rockvale High School |
| Mark Alan Smith | 8 th Grade SS Teacher | Rockvale Middle |
| Sitta Bush Williams | 7 th Grade ELA Teacher | Rockvale Middle |
| Trudy Lee Breedlove | 2 nd Grade Teacher | Rocky Fork Elementary |
| Jennifer Anne Dellinger | Art Teacher | Rocky Fork Elementary |
| Sara Salyer Galyon | 4 th Grade Teacher | Rocky Fork Elementary |
| Tiphanie Marie Stout | 3 rd Grade Teacher | Rocky Fork Elementary |
| Miranda Grace Womack | Music Teacher | Rocky Fork Elementary |
| Brittney Leneave | Math Interventionist | Rocky Fork Middle |
| Sandra Adamson Hunt | 4 th Grade Teacher | Roy Waldron Elementary |
| Holly Marie Gateley | 5 th Grade Teacher | Roy Waldron Elementary |
| Melissa Marie Rollston | ESL Teacher | Roy Waldron Elementary |
| Ashley Ann Rudstrom | 2 nd Grade Teacher | Roy Waldron Elementary |
| Omar Varela Jr. | School Counselor | Roy Waldron Elementary |
| Paul Allen Wrather | Behavioral Interventionist | Roy Waldron Elementary |
| Monika Christine Sorensen | 4 th Grade Teacher | Roy Waldron Elementary |
| John Corneil Devalk III | Physical Science Teacher | Siegel HS |
| Donovan Edward Freeman | CDC Teacher | Siegel HS |
| Sarah Hunt Green | Special Ed. CDC Teacher | Siegel HS |
| Douglas Ray Argo | Physical Education Teacher | Siegel Middle |
| Mary Hannah Hardiman | 7 th Grade Science Teacher | Siegel Middle |
| Hunter Michael Lee | 6 th Grade Science Teacher | Siegel Middle |
| Teressa Lynn Parker | 7 th Grade SS Teacher | Siegel Middle |
| Alyssa Marie Baltz | 3 rd Grade Teacher | Smyrna Elementary |
| Anita Jane Green | 1 st Grade Teacher | Smyrna Elementary |
| Kati-Jean L. Dickerson | School Counselor | Smyrna HS |
| Joanne M. Flanagan | Special Ed. Teacher | Smyrna HS |
| Shelby Leigh Short | English Teacher | Smyrna HS |
| Donald Kirk Embry | Driver's Education | Smyrna HS |
| Amanda Kay Hodges | STEM Teacher | Smyrna Middle |
| Laura lea Hughes | Interventionist | Smyrna Middle |
| Veronica Elise Sydnor | 8 th Grade Math Teacher | Smyrna Middle |
| Taylor Dawn Whitt | Special Ed. CDC Teacher | Smyrna Middle |
| Teri Hammons Windham | 8 th Grade Math Teacher | Smyrna Middle |
| Michele Anne Aprea | 2 nd Grade Teacher | Smyrna Primary |

| | | |
|----------------------------|---------------------------------------|---------------------------|
| Abbey Layne Logan | Physical Ed. Teacher | Smyrna Primary |
| Joel Parker Kinstle | Math Teacher | Smyrna West |
| Christina Adia Majors | ESL Teacher | Stewarts Creek Elementary |
| Andie Lee Martin | 4 th Grade Teacher | Stewarts Creek Elementary |
| Vickie Lynn Stem | 3 rd Grade Teacher | Stewarts Creek Elementary |
| Debra Lynn Burton | Band Director | Stewarts Creek HS |
| Robert Anthony Haddard | Physics Teacher | Stewarts Creek HS |
| Robbie Paul Piel | Culinary Arts Teacher | Stewarts Creek HS |
| Gary John Rawson | Culinary Arts Teacher | Stewarts Creek HS |
| Brian Scott Reed | English Teacher | Stewarts Creek HS |
| Ronald Scott Hunt | Keyboarding | Stewarts Creek Middle |
| Henry Charles Mitchell | 7 th Grade ELA Teacher | Stewarts Creek Middle |
| Cortney D. Thornsberry | 6 th Grade Math Teacher | Stewarts Creek Middle |
| Charlsea Dulin Brantley | School Counselor | Stewartsboro Elementary |
| Tricia Lynn Doyle | Tech Coach | Stewartsboro Elementary |
| Meredith Lee Murdock | 1 st Grade Teacher | Stewartsboro Elementary |
| Brandi Nicole Breneman | 5 th Grade Teacher | Thurman Francis Academy |
| Alyssa Katherine Doolan | 2 nd Grade Teacher | Thurman Francis Academy |
| Brittany Michelle Gonzalez | 1 st Grade Teacher | Thurman Francis Academy |
| Lauren Elizabeth Flanagan | 2 nd Grade Teacher | Walter Hill Elementary |
| Joyce Irene Hildebrandt | 3 rd Grade Teacher | Walter Hill Elementary |
| Beth Yates Hobbs | Preschool Teacher | Walter Hill Elementary |
| Meagan Daugherty Morris | Art Teacher | Walter Hill Elementary |
| Molly Jean Swann | Special Ed. PreK Teacher | Walter Hill Elementary |
| Jenna Leanne Barton | 8 th Grade ELA Teacher | Whitworth Buchanan |
| Jennifer Rachel Bryant | 7 th Grade Science Teacher | Whitworth Buchanan |
| Kelli Nicole Dodson | Academic Interventionist | Whitworth Buchanan |
| Darla M. Massey | 8 th Grade Math Teacher | Whitworth Buchanan |
| Susan Carrol Petree | 7 th Grade SS Teacher | Whitworth Buchanan |
| Andrea Edwards Argo | Physical Ed. Teacher | Wilson Elementary |
| Allison Michelle Boyce | 3 rd Grade Teacher | Wilson Elementary |
| Rebecca Anne Criss | 2 nd Grade Teacher | Wilson Elementary |
| Cassie LeAnn Urban | 1 st Grade Teacher | Wilson Elementary |

2019-2020-REINSTATEMENT OF TENURE BASED UPON WAIVER

| Name | Position | School |
|--------------------------|-------------------------------|-------------------------|
| Elena M. Burgess | Kindergarten Teacher | Barfield Elementary |
| Jennifer Lynn Myers | School Counselor | Barfield Elementary |
| Elizabeth Hohne Cain | ESL Teacher | Cedar Grove Elementary |
| Brenda Faye Royal | Biology Teacher | Central Magnet |
| Wendy M. Patterson | 1 st Grade Teacher | Christiana Elementary |
| Tiffany Hunter | 2 nd Grade Teacher | David Youree Elementary |
| Samantha Dinkins Jackson | 2 nd Grade Teacher | Eagleview School |
| John Kent Pippenger | History Teacher | Eagleview School |

| | | |
|------------------------|------------------------------------|-------------------------------|
| Todd W. Williamson | Math Teacher | Eagleville School |
| April Blackburn | 2 nd Grade Teacher | Lascassas Elementary |
| Rachel Ann Victory | 6 th Grade ELA Teacher | Rock Springs Middle |
| Jonelda Alline McCall | 2 nd Grade Teacher | Rockvale Elementary |
| Kristen Ann Thompson | 7 th Grade Math Teacher | Rockvale Middle |
| Laura Michelle Brewer | ESL Teacher | Roy Waldron Elementary |
| Julie Gaye Dodd | Special Ed. Interventionist | Roy Waldron Elementary |
| Robyn Lynn Bartlett | World History Teacher | Siegel HS |
| Arwen Ruth Jones | English Teacher | Smyrna HS |
| Sarah Fite Zimmerman | Stewarts Creek Elem. | Kindergarten Teacher |
| Katrina Lashell Hughes | Stewarts Creek HS | Spanish Teacher |
| Cassie Leann Urban | Wilson Elementary | 1 st Grade Teacher |

Motion made by Mr. Young, seconded by Mr. Hodge, to approve the 2019-2020 Waiver Tenure Recommendations and the 2019-2020 Reinstatement of Tenure Based Upon Waiver as presented.

Vote: All Yes

11. SPECIAL EDUCATION

1. Approval of salary scale for Lead School Psychologist Position (Position was Board approved June 4, 2020.

Lead School Psychologist

Lead School Psychologist salary schedule would be a 220-day contract at the Specialist index due to the nature of the leadership role. This position is to be funded using a combination of School Safety Grant and CCEIS funds out of IDEA part B.

Motion made by Mrs. Johnson, seconded by Mr. Young, to approve the Lead School Psychologist Position that was Board approved June 4, 2020 as presented.

Vote: All Yes

2. Contractual Agreement with Family and Children's Services (F&CS Interpretation Services).

The contract is for the interpretation services for non-English languages provided by F&CS on an as needed basis when interpreters are available either telephonically, through video, or in person as requested by the client (RCS). This service will cost \$65.00 per hour plus mileage of \$0.50 per mile. Billing will include a 1 hour minimum and 15-minute intervals for in person, 30 minutes minimum for video conference, and 15-minute minimum for phone calls. These services are used for required parent participation during the Eligibility and IEP process. Services will be in effect from the date of approval for this contract until June 30, 2021

Motion made by Mrs. Moore, seconded by Mr. Young, to approve the Contractual Agreement with Family and Children's Services (F&CS Interpretation Services) as presented.

Vote: All Yes

12. CURRICULUM AND INSTRUCTION

1. Courses Offered for Credit in Grades 9-12 for the 2020-21 School Year

The Instruction Department is requesting permission to offer the courses listed in the attachment for the 2020-21 school year under the following guidelines: Board of Education Policy 4.201 states in part, "A listing of courses offered for credit in grades 9-12 will be approved annually by the Board."

Motion made by Ms. Sharp, seconded by Mr. Estes to approve the 2020-2021 course offering list for the Rutherford County high schools as presented.

Vote: All Yes

2. Professional Development

Rutherford County Schools District requires teachers to earn six or twelve hours of Professional Development per year on their own depending on the approved calendar. Performance Matters provides access to and usage for K-12 Professional Development and data management. The software product will manage, record, and track professional development for all teachers of Rutherford County. Performance Matters will provide ongoing support and maintenance services for the site and products. The contract of \$45,500 includes subscription fees for each teacher and totals \$45,500 for the 2020-2021 school year. This is the third year of a three-year agreement.

Motion made by Mr. Young, seconded by Mr. Jordan to approve the purchase of Performance Matters for \$45,500 for the 2020-2021 school year as presented.

Vote: All Yes

3. Instructional Coach Job Description

The Curriculum and Instruction Department is requesting to consolidate the Instructional Technology job description and the RTI Coach job description (Level I and 2) into one job description, Instructional Coach. This approval is connected to the Instruction Department's presentation on the 20-21 SY budget from March.

Motion made by Mrs. Johnson, seconded by Mr. Hodge to approve the consolidation of the Instructional Technology job description and the RTI Coach job description (Level 1 and 2) into one job description, Instructional Coach as presented.

Vote: All Yes

4. Fine Arts Specialist

The Curriculum and Instruction Department is requesting to move the Fine Arts Specialist from an eleven-month to a twelve-month position. This is the only specialist position within the core content areas of the Instruction Department to not be full time. The fiscal impact is less than \$12,000. Job description attached.

Motion made by Mr. Hodge, seconded by Mr. Young to approve the Fine Arts Specialist, from 11-month to 12-month as presented.

Vote: All Yes

5. Voluntary Pre-K Grant

Rutherford County Schools has received the FY21 allocation of funds for the Voluntary Pre-K Program. We will be funding faculty and staff and supplies of 15 VPK classrooms in part with these funds. The grant amount is \$1,329,765.87

Motion made by Mr. Jordan, seconded by Mrs. Johnson to approve the allocation of funds for the Voluntary Pre-K Program as presented.

Vote: All Yes

6. Approval of Carl D. Perkins Reserve Grant

The Carl D. Perkins Reserve Grant – The Carl D. Perkins Reserve Grant is a competitive grant process and we were awarded \$55,000 for Regional Career Pathways work and \$35,000 for the Secondary Education work for CTE Equipment for the funding period of July 1, 2020-June 30, 2021 for a total of \$90,000.

Motion made by Ms. Sharp, seconded by Mr. Young to approve the Carl D. Perkins Reserve Grant as presented.

Vote: All Yes

7. Imagine Learning

The Instruction Department is requesting to purchase Imagine Learning, an online personalized learning system developed to help students acquire, develop, and strengthen the language skills necessary to fully participate in academic settings and prepare for college and career readiness. The total cost of Imagine Learning for the 2020-2021 school year is \$127.50 per student and will be funded through Title I, Title IV, and IDEA funds.

Motion made by Mr. Hodge, seconded by Ms. Sharp to approve the purchase of Imagine Learning as presented.

Vote: All Yes

8. Assessment & Federal Programs

MobyMax

The Instruction Department is requesting to purchase MobyMax, an online personalized learning system. MobyMax finds and fixes learning gaps with the power of personalized learning. MobyMax's adaptive curriculum creates an individualized education plan for each student, allowing gifted students to progress as quickly as they like while simultaneously ensuring that remedial students get the extra instruction they need. The total cost of MobyMax for the 2020-2021 school year is \$27,587.00 to be funded through the CARES Act.

Motion made by Mr. Hodge, seconded by Mr. Estes to approve the purchase of MobyMax as presented.

Vote: All Yes

ESGI

The Instruction Department is requesting to purchase ESGI, a district assessment system for our Pre-K – 1st grad students. ESGI, which stands for Educational Software for Guiding Instruction, is a simple one-on-one assessment solution for Pre-K through 1st grade, ESL, SEL, and SpEd. The total cost of ESGI for the 2020-2021 school year is \$54,600.00 to be funded through the CARES Act.

Motion made by Mr. Hodge, seconded by Mrs. Johnson to approve the purchase of ESGI as presented.

Vote: All Yes

CoGAT

The Instruction Department is requesting to purchase CoGAT, a district assessment system for our 2nd grade students. The Cognitive Abilities Test, CoGAT, is a group-administered assessment intended to estimate students' learned reasoning and problem-solving abilities through a battery of verbal, quantitative, and nonverbal test items. The total cost of CoGAT for the 2020-2021 school year is \$44,967.60 to be funded through the CARES Act.

Motion made by Mr. Young, seconded by Mr. Estes to approve the purchase of CoGAT as presented.

Vote: All Yes

Edgenuity

The Instruction Department is requesting to purchase Edgenuity, an online learning system. Edgenuity offers standards-aligned video-based curriculum for middle and high school blended learning environments. The program allows educators to customize the curriculum for their students, who monitor their own progress while completing lessons, assessments, and interactive activities. The total cost of Edgenuity for the 2020-2021 school year is \$130,500.00 to be funded through the CARES Act.

Motion made by Mrs. Johnson, seconded by Mr. Hodge to approve the purchase of Edgenuity, an online learning system as presented.

Vote: All Yes

Edgenuity for RCJDC

The Instruction Department is also requesting to purchase Edgenuity for the Rutherford County Juvenile Detention Center. Edgenuity serves as the basic education program for the RCJDC and offers standards-aligned video-based curriculum for middle and high school blended learning environments. The program allows educators to customize the curriculum for their students, who monitor their own progress while completing lessons, assessments, and interactive activities. The total cost of Edgenuity for the RCJDC for the 2020-2021 school year is \$21,000.00 to be funded through the CARES Act.

Motion made by Mr. Jordan, seconded by Mrs. Moore to purchase Edgenuity for RCJDC as presented.

Vote: All Yes

EasyCBM

The Instruction Department is requesting to purchase EasyCBM, an online assessment system. Easy CBM is an online system which provides reading and math benchmark and progress monitoring assessments and reports for district, school, and teacher use. This license is \$3.50 per student for 30,500 students for a total cost of \$106,750.00 for the 2020-2021 school year to be funded through the CARES Act.

Motion made by Mrs. Moore, seconded by Ms. Sharp to approve the purchase of EasyCBM, an online assessment system, as presented.

Vote: All Yes

Nearpod

The Instruction Department is requesting to purchase Nearpod, an online student engagement platform. Nearpod is a cross-platform and easy to use way to engage your students with interactive activities, connect them through collaborative discussion, and gain instant insight into student learning through formative assessments. The total cost of Nearpod for the 2020-2021 school year is \$190,655.00 to be funded through the CARES Act.

Motion made by Mrs. Johnson, seconded by Mr. Hodge to approve the purchase of Nearpod, an online student engagement platform, as presented.

Vote: All Yes

BrainPop

The Instruction Department is requesting to purchase BrainPop, an online student engagement platform. BrainPop is a group of educational websites with over 1,000 short animated movies for students in grades K-12, together with quizzes and related materials, covering the subjects of science, social studies, English, math, engineering and technology, health, and arts and music. The total cost of BrainPop for the 2020-2021 school year is \$56,390.40 to be funded through the CARES Act.

Motion made by Mr. Estes, seconded by Mrs. Moore to purchase BrainPop, an online student engagement platform as presented.

Vote: All Yes

PlayPosit

The Instruction Department is requesting to purchase Playposit, a web-based video platform. Playposit is an interactive web-based video platform that allows educators to provide formative assessment both inside and outside the classroom. Data can then be analyzed on the individual or group level, provide powerful insight into educational trends in the classroom. The total cost of Playposit for the 2020-2021 school year is \$33,000.00 to be funded through the CARES Act.

Motion made by Mr. Jordan, seconded by Mr. Hodge to approve the purchase of PlayPosit, a web-based video platform as presented.

Vote: All Yes

PreACT 8/9

The Instruction Department is requesting to purchase PreACT 8/9 for use in our middle and high schools. The assessment provides educators with 8th grade students an early measure of College and Career Readiness while serving as a practice opportunity for the ACT test. The PreACT 8/9 is scheduled to be given October 26-30th in the following time limits (English-30 min, Math-40 min, Reading-30 min, Science-30 min). The PreACT replaces ACT Aspire that has been used previously. This is a reduction in cost from \$25 per student to \$13 per student for a total cost of \$57,200. This is a total cost savings of \$45,300 from the 19-20 SY.

Motion made by Mrs. Johnson, seconded by Mr. Young to approve the purchase of PreACT 8/9 for use in middle and high schools as presented.

Vote: All Yes

Zoom Licensing

The Instruction Department is requesting to purchase Zoom, a platform to help our school district's employees bring their teams together in a virtual environment. This Reliable cloud platform for video, voice, content sharing, and chat runs across mobile devices, desktops, telephones, and room systems. The total cost of Zoom for the 2020-2021 school year is \$50,750.00 to be funded through the CARES Act.

Motion made by Mrs. Moore, seconded by Mr. Young to approve the purchase of Zoom, a platform to help district employees bring teams together virtually, as presented.

Vote: All Yes

13. INSURANCE UPDATE - None at this time

14. DIRECTORS UPDATE

Trey Lee, Assistant Superintendent of Engineering and Construction reported on several updates being implemented such as new work orders and a time system update. Mr. Lee spoke on the growth of the central office and the relocation and renovations of several departments within, all done from general funds. Mr. Lee also discussed the 96 property and how and why decisions on any piece of property are determined.

15. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Johnson referenced the Special Sessions and revisiting liability issues. After speaking with Rep. Rudd and Senator Reeves, it was indicated the House was very eager and ready to get back and get things in place. Mrs. Johnson also stated the President held a panel in Washington with many legislators and Middle TN was very well represented.

16. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Ms. Sharp reported that Ms. DeVos was involved in some loan forgiveness lawsuits. She also stated that schools planning to reopen could possibly get more federal funding.

17. GENERAL DISCUSSION

Mr. Jordan made reference to the town hall meeting at Zion Christian. All candidates involved in the forum did an excellent job and it was very informative.

Mrs. Moore inquired about how many employees the school system currently employees. Dr. Anthony stated certified employees, teachers and administrators total 3,462. All but 179 being teachers.

There being no further business, the meeting adjourned at approximately 8:11 P.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

RUTHERFORD COUNTY SCHOOL SYSTEM

Board of Education Meeting

**2240 Southpark Drive
Murfreesboro, TN 37128**

Minutes of July 21, 2020

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

The Board Chairman called the Special Called Board Meeting to order at 6:30 P.M.

The Director of Schools began the meeting by asking Sarah Winters to provide information on the spread of the virus. He then discussed breakdowns, factors and current averages in Rutherford County.

James Evans spoke regarding survey percentages received from Rutherford County Schools parents and employees regarding mask requirements as well as home internet access and Dr. Sullivan informed the board that we have between 27,000-28,000 devices for students to use.

Several visitors spoke regarding returning to school and mask mandates. Dr. Chris Ingraham addressed the Board as a medical professional and the need for mandating masks. Amy and Izzy Lysyczyn spoke in favor of mandating masks and Chloe Walters spoke on mask policy and school opening.

Superintendent Spurlock suggested the Board table and review the re-opening plan for schools at a special-called meeting scheduled for July 28, 2020 at 6:30 P.M. to examine the most current data regarding the spread rate for Rutherford County.

The Board of Education approved requirements for all employees, students and visitors to wear face masks when in-person school resumes. Accommodations will be made for those students and families with special circumstances.

Motion made by Mr. Young, seconded by Mrs. Moore to require masks of all students, staff and visitors to schools, subject to further changes by the Board of Education and subject to as such accommodations the Director of Schools makes for special circumstances as presented.

ROLL CALL VOTE: Yes – Mr. Young, Mrs. Moore, Mr. Jordan, Mr. Hodge, Mrs. Johnson, Ms. Sharp, Mr. Estes

No – None

Motion Passed.

Additional discussion was held on bus drivers and bus contractors having an option to wear a mask or face shield with input from Mr. Everett, Assistant Superintendent of Transportation, given on this subject. Regarding buses, students will be required to wear masks and drivers will be required to wear a mask or face shield at any time they cannot socially distance at least six feet from students.

Motion made by Mr. Jordan, seconded by Mrs. Johnson to require bus drivers and bus contractors to wear face mask and or face shields anytime they are unable to social distance six feet from students as presented.

ROLL CALL VOTE: Yes – Mr. Hodge, Mr. Jordan, Mrs. Moore, Mr. Young, Mrs. Johnson, Ms. Sharp, Mr. Estes

No – None

Motion Passed.

There being no further business, the meeting adjourned at approximately 8:00 P.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

MINUTES

SPECIAL-CALLED BOARD MEETING School Board Zone Exemption Appeals July 21, 2020, 5 p.m.

ALL BOARD MEMBERS PRESENT.

Board Chairman Jim Estes opened the meeting.

Staff Attorney Sara Page swore in all family members who would be presenting a zone exemption appeal to the Board.

Mr. Estes asked Communications Director James Evans to present a summary of each of the exemption appeals. For each appeal, the family also presented its reasons for requesting the appeal and board members asked questions.

- 1. The Allgood family is requesting a zone exemption for their child to attend Oakland High School instead of Siegel High School.**

11th-grader: The family states the student wishes to attend Oakland for the Mechatronics program. The student has previously played basketball. The Siegel principal recommended against the exemption.

Lisa Moore made a motion to approve the request, seconded by Tiffany Johnson. All Board members voted in favor of the approval.

- 2. The Dimirack family is requesting a zone exemption for their child to attend Stewarts Creek High School instead of LaVergne High School.**

9th-grader: The family states the student wishes to pursue career pathway courses not available at their zoned school. They also wish for their child to participate on the bowling and cross country teams. Stewarts Creek High School is at-capacity, and pursuant to School Board policy, is not permitted to accept zone exemptions.

Tiffany Johnson made a motion to deny the request, seconded by Coy Young. All voted in favor of the denial.

- 3. The Keith family is requesting exemptions for their two children to attend Riverdale instead of Rockvale High School.**

11th-graders: The family states their children are not happy at Rockvale and wish to return to Riverdale. This family was part of the Rockvale rezoning plan. Both principals

recommended against the exemption, and the Riverdale principal noted concerns about their attendance record.

The Keith family did not appear for their appeal and so the Board voted unanimously to deny the request. The motion to deny was made by Terry Hodge, seconded by Tammy Sharp.

- 4. The Kyle family is requesting an exemption for their child to attend Rockvale Middle School instead of Christiana Middle School.**

6th-grader: The family states they have other children attending Rockvale Elementary School and cannot provide transportation because of the distance between the two campuses. Transportation is provided to the schools-of-zone. Rockvale Middle School is at-capacity, and pursuant to School Board policy, is not permitted to accept zone exemptions.

James Evans reported the family had asked to withdraw its appeal and so the appeal was not heard.

- 5. The Riekeman family is requesting a zone exemption to attend Cedar Grove Elementary School instead of Rock Springs Elementary School.**

Kindergartener: The family states they have had a bad experience in the past at the zoned school and wished for their child to attend Cedar Grove, where the student attended in the special education preschool program. The family also has another child who will be attending Cedar Grove for the special education preschool program. Cedar Grove is at-capacity, and pursuant to School Board policy, is not permitted to accept zone exemptions.

Jeff Jordan made a motion to approve the request, seconded by Lisa Moore. All voted in favor of approving the request.

- 6. The Robinson family is requesting a zone exemption for their child to attend Riverdale High School instead of Rockvale/Oakland High School.**

11th-grader: This student previously attended Riverdale as a ninth-grader but was rezoned to Rockvale when the school opened in August. The family has now moved to the Oakland zone but wants the student to return to Riverdale. Both principals (Oakland and Riverdale) recommended against the exemption. The Riverdale principal noted the student's attendance record as a reason for the recommendation.

Coy Young made a motion to deny the request, seconded by Lisa Moore. All voted in favor of denying the request.

- 7. The Tibitoski family is requesting a zone exemption for their child to attend Siegel High School instead of Oakland High School.**

11th-grader — The student has attended Blackman High School for the past two years but the family has moved to the Oakland zone. The student previously participated in the STEM pathway at Blackman but the family states he now wants to attend Siegel High School for the aviation pathway. The student did participate in wrestling at Blackman High School. The Oakland principal recommended against the exemption.

Lisa Moore made a motion to deny the request, seconded by Terry Hodge. All voted in favor of the denial except Tiffany Johnson.

- 8. The Awokoya family is requesting a zone exemption for their child to attend Blackman High School instead of Siegel High School.**

12th-grader — The student has been attending Siegel High School the past three years. The family states the student wants to transfer to Blackman High School for a pharmaceutical class and organic chemistry class. The student has participated in track at Siegel High School. Blackman High School is at-capacity, and pursuant to School Board policy, is not permitted to accept zone exemptions.

Coy Young made a motion to deny, seconded by Lisa Moore. The motion to deny passed 4-3, with Coy Young, Lisa Moore, Terry Hodge and Jim Estes voting in favor of the motion to deny. Tiffany Johnson, Tammy Sharp and Jeff Jordon voted against the motion.

- 9. The Williams family is requesting a zone exemption for their child to attend Oakland High School instead of Blackman High School.**

9th-grader — The family states the student wants to participate in the Mechatronics program at Oakland because he wishes to study engineering. Engineering is offered at Blackman High School through the STEM pathway. The student also wishes to participate in basketball. The Blackman principal recommended against the exemption.

Motion made by Tammy Sharp, seconded by Jeff Jordan to approve the request. All voted in favor of the exemption.

RUTHERFORD COUNTY SCHOOL SYSTEM

Board of Education Meeting

**2240 Southpark Drive
Murfreesboro, TN 37128**

Minutes of July 28, 2020

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

The Board Chairman called the Special Called Board Meeting to order at 6:30 P.M.

Several visitors were in attendance to speak regarding the school year. Miss Rigsby spoke in favor of returning to school. Dr. Malik voiced concerns regarding use of face masks. Dr. Cote spoke against the return to school. Ms. Adair spoke on pandemic policies. Ms. McDowell voiced support for distance learning. Ms. Cook, in support of distance learning. Ms. Manning, in favor of return to school and Ms. Hall spoke in favor of on-line learning.

1. RE-OPENING PLAN FOR SCHOOLS

The Director of Schools spoke on data provided and the current options and turned the proceeding of the meeting over to the school board. Tiffany Johnson, school board member spoke personally on the seriousness of the decisions made and the options given to parents. Additional discussion was held. Lisa Moore spoke briefly and read a statement received regarding the necessity of face masks.

Motion made by Mrs. Johnson, seconded by Mr. Jordan to proceed with the opening of schools on August 10, 2020, with the distance learning option being made available to parents and authorizing the Director of Schools to make adjustments to the reopening as the administration determines appropriate as presented.

ROLL CALL VOTE: Yes – Mr. Young, Mrs. Moore, Mr. Jordan, Mr. Hodge, Mrs. Johnson, Ms. Sharp, Mr. Estes

No – None

Motion Passed.

2. REVIEW SCHOOL CALENDAR

Following the decision to proceed with reopening, the Board also approved a modified calendar for the school year, which includes a registration day set for Monday, August 10, followed by half-day phase-in days on Tuesday, August 11 through Friday, August 14, 2020. The first full day of school being Monday, August 17, 2020.

Motion made by Mr. Hodge, seconded by Ms. Sharp to approve the modifications made to the school calendar as presented.

ROLL CALL VOTE: Yes – Mr. Hodge, Mr. Jordan, Mrs. Moore, Mr. Young, Mrs. Johnson, Ms. Sharp, Mr. Estes

No – None

Motion Passed.

3. EMERGENCY POLICY ADOPTION

In order to provide authority and clarity to support the recent necessary actions of this Board, the following new policies are recommended to the Board for adoption as emergency policies.

1. Policy 6.200: Attendance

Added in attendance expectations for virtual/distance learners.

2. Policy 6.409: Reporting Child Abuse

Extensive rewrite of former 6.409 to incorporate new legal requirements passed in the most recent legislative session. The most notable change is the requirement to designate a Child Abuse Coordinator and Alternate at each school.

3. Policy 6.3001: Pandemic/Epidemic Code of Conduct Supplement

This policy creates guidance for discipline related to behaviors specific to the current pandemic/epidemic. It also clearly ties the Code of Conduct to virtual/distance learning.

4. Policy 6.3041: Title IX & Sexual Harassment

This summer, the Tennessee Department of Education adopted rules that fundamentally changed the requirements for investigation Title IX matters. This policy enshrines the new process.

Motion made by Mr. Hodge, seconded by Mr. Jordan to approve and adopt Policy 6.200, Policy 6.409, Policy 6.3001, and Policy 6.3041 as emergency policies, waiving the requirement of a second reading pursuant to Board Policy 1.600 as presented. The policies shall be effective immediately.

ROLL CALL VOTE: Yes - Mr. Hodge, Mr. Jordan, Mrs. Moore, Mr. Young, Mrs. Johnson, Ms. Sharp, Mr. Estes

No – None

Motion Passed.

4. EMERGENCY POLICY 6.2041: Pandemic/Epidemic Face Covering/Mask Requirement

Policy 6.2041 Pandemic/Epidemic Face Covering/Mask Requirement was pulled for an individual vote. The language proposed states this policy shall automatically expire on the last day of the 2020-2021 school year or at such earlier time as deemed appropriate by the Director of Schools.

Motion made by Mr. Young, seconded by Ms. Sharp to approve the new language proposed for policy 6.2041, Pandemic/Epidemic Face Covering/Mask Requirement as presented.

ROLL CALL VOTE: Yes – Mr. Hodge, Mr. Jordan, Mrs. Moore, Mr. Young, Mrs. Johnson, Ms. Sharp, Mr. Estes

No – None

Motion Passed.

5. BUDGET AMENDMENT

1. Fund 141 – General Purpose School Transfer of Funds

This budget amendment authorizes the transfer of up to \$1,500,000 of unassigned fund balance from the General-Purpose School Fund to the Centralized School Cafeteria Fund to maintain adequate cash flow until operating revenue is stabilized under distance learning school student feeding operations, as well as until adequate school nutrition staffing levels for distance learning school student feeding operations can be determined. This transfer will also maintain traditional school staffing levels for the month of August 2020, to allow for a smooth school nutrition department opening, in all Rutherford County Schools, should Covid-19 infection numbers drop to acceptable levels in Rutherford County to allow for a transition back to a traditional school setting in early September 2020.

Motion made by Mrs. Johnson, seconded by Mr. Young to approve the General-Purpose School Transfer of Funds, Fund 141 as presented.

ROLL CALL VOTE: Yes - Mr. Hodge, Mr. Jordan, Mrs. Moore, Mr. Young, Mrs. Johnson, Ms. Sharp, Mr. Estes

No – None

Motion Passed.

Mr. Estes stated the TSBA meeting for August 1, 2020 had a conflict in the schedule and will not be meeting at this time. The chairman also asked respectfully, that all students, faculty, staff and visitors to our buildings, please cooperate by wearing masks when necessary.

There being no further business, the meeting adjourned at approximately 7:22 P.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

MINUTES

SPECIAL-CALLED BOARD MEETING School Board Zone Exemption Appeal July 28, 2020, 5 p.m.

ALL BOARD MEMBERS PRESENT.

Board Chairman Jim Estes opened the meeting.

Staff Attorney Sara Page swore in all family members who would be presenting a zone exemption appeal to the Board.

Mr. Estes asked Communications Director James Evans to present a summary of the exemption appeal. The family also presented its reasons for requesting the appeal and board members asked questions.

- 1. The DeLuca family is requesting a zone exemption for their child to attend Rockvale Middle School instead of Blackman Middle School.**

7th-grader: The family states the student has a sibling attending Rockvale High School and wants to keep the students near each other. Rockvale Middle School is at-capacity, and pursuant to School Board policy, is not permitted to accept zone exemptions.

Jeff Jordan made a motion to deny the request, seconded by Coy Young. The motion to deny passed 4-3, with Jeff Jordan, Coy Young, Terry Hodge and Jim Estes voting in favor of the motion to deny. Tiffany Johnson, Tammy Sharp and Lisa Moore voted against the motion.

Meeting was adjourned at approximately 5:10 p.m.

RUTHERFORD COUNTY BOARD OF EDUCATION

2240 Southpark Drive
Murfreesboro, TN 37128

Special Called Policy Committee Meeting
July 28, 2020

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

Committee Members Present

Tim Pedigo
Rhonda Lackey
Dr. Kay Martin
Margaret Moore
Mike Walls
LeAnn Hays

Others Present

Sara Page
Jeff Reed
Dr. Andrea Anthony
James Evans
Tyra Pilgrim
Pierrecia Lyons

The Board Chairman, Mr. Estes, called the meeting to order at 5:30 p.m. All stood and recited the pledge, which was led by Sara Page. Chairman welcomed 2 new members to the Committee, Tim Pedigo and LeAnn Hays. Chairmen Estes turned the meeting over to Sara Page.

The policy committee began with a review of Policy 1.400: School Board Meetings. Proposed amending to prohibit board members and staff participating in board meetings from utilizing cell phones while the meeting is in progress to avoid conflicts with Sunshine laws.

Chairman Estes asked if any questions, there were none.

Motion was made by Coy Young seconded by Tiffany Johnson, to approve Policy 1.400.

VOTE: All Yes

The policy committee reviewed Policy 4.700 Testing Programs. Has been amended to update test names and clarify which final grades are being referenced.

Previously going back and forth with name of test from TCAP to TNReady. Policy adopts TCAP as official name. There were no further questions.

Motion made by Terry Hodge seconded by Coy Young to approve Policy 4.700.

VOTE: All Yes

The policy committee discussed revising Policy 6.200 Attendance. The policy has been amended adding in attendance expectations for virtual/distance learners.

Sara Page briefly explained about the asterisked policies being marked as such because these policies would also be presented at the following Board meeting set for 7/29/20 6:30 p.m. Tiffany Johnson asked if students will be required to interact and log-on to virtual learning platforms for 6.5 hrs/day? Sara replied, No. Teachers will engage in interactive, responsive driven assignments allowing students time to process and complete tasks while not being chained to the computer for 6.5 sessions. Mr. Spurlock also added it will be diversified and spread out, allowing time away from the computer to complete projects/assignments that would be counted towards the 6.5 attendance hours.

Motion was made by Coy Young, second by Mike Walls to approve Policy 6.200.

VOTE: All Yes

The policy committee discussion moved to recommended policy change to amend Policy 6.203 School Admissions. It is being amended to require all families to complete the Student Residency Questionnaire prior to being provided with an affidavit of residency or being denied enrollment to ensure compliance with the Board Policy 6.502. This change is recommended by the Department of Education.

Sara explained this policy will allow schools to ascertain ATLAS status at the onset of enrollment.

Motion was made by Jeff Jordan second by Lisa Moore to approve Policy 6.203.

VOTE: All Yes

The policy committee discussed rewriting Policy 6.304 Student Discrimination, Harassment, Bullying, Cyberbullying and Intimidation. The policy is being rewritten to clarify process and definitions in light of Title IX rule changes.

No further questions.

Motion was made by Terry Hodge, second by Mike Walls to approve Policy 6.304.

VOTE: All Yes

The policy committee discussed amending Policy 6.319 Alternative Education. The policy is being amended to reflect changes made in the law under Public Acts of 2020 Chapter 603 and State Board of Education Rules.

Our Alternative Schools' Principals report that we have been following this policy for a while. The policy makes it official, emphasizes the need for creative disciplining options. Lisa Moore asked if the new language affects the zero tolerance remandments. Director Spurlock explained that a student who has been zero tolerance can request a modification to attend the Alternative School.

Motion was made by Coy Young to adopt Policy 6.319 with a second by Tiffany Johnson approve Policy 6.319 as proposed.

VOTE: All Yes

The policy committee discussed revising Policy 6.409 Reporting Child Abuse*. The policy is being amended undergoing an extensive rewrite of former Policy 6.409 to incorporate new legal requirements passed in the most recent legislative session. The most notable change is the requirement to designate a Child Abuse Coordinator and Alternate at each school.

No further questions.

Motion was made by Tammy Sharp to adopt Policy 6.409 with a second by Coy Young to approve Policy 6.409 as proposed.

VOTE: All Yes

The policy committee discussed revising Policy 6.503 Homeless Students. Policy 6.503 is being amended to require all families to complete the Student Residency Questionnaire prior to being provided with an affidavit of residency or being denied enrollment to ensure compliance with Board Policy 6.502. This change is recommended by the Department of Education.

No further questions.

Motion was made by Jeff Jordan to adopt Policy 6.503 with a second by Coy Young to approve Policy 6.503 as proposed.

VOTE: All Yes

The following policies were presented for consideration by the committee:

Policy 3.204 Threat Assessment Team. This policy enshrines the requirements of Public Chapter 394, which allows the creation of a district-level threat assessment team charged with overseeing threats and establishing procedures for the management of threats across the district.

No further questions.

Motion was made by Terry Hodge to adopt Policy 3.204 with a second by Margaret Moore to approve Policy 3.204 as proposed.

VOTE: All Yes

Policy 3.2041 Pandemic/Epidemic Face Covering/Mask Requirement*.

Establishes the standards for face coverings/masks during the COVID-19 pandemic/epidemic.

In depth discussion was held. Margaret Moore asked how will be help teachers enforce students having to wear masks? All efforts will be made to make accommodation for students not in compliance with district mandate requiring them to wear masks, from providing masks, social distancing, providing distance learning options, quarantining, to disciplining repeat offenders under our student code of conduct for defiance if necessary. Lisa Moore raised a concern regarding data supporting a claim that mask wearing may be “unsafe” for students under the age of 12 and following the Mayor’s mandate not requiring young children to wear masks. Sara explained that she deferred to the TSBA for guidance, who advised that we are legally authorized to diverge from the county Mayor’s directives and offer more protections in the interest of student health and safety. Tiffany Johnson asked if we would have procedures aligned with the policy, and if so, at what level will the procedures be made? Sara answered that yes, administrative procedures would be drafted to align with the policy at the direction of the Director of Schools.

Accommodations could be made under the Administrative Procedures for students presenting significant health issues making wearing a mask impractical. Lisa Moore then raised a concern for privacy violations regarding inquiries into individuals’ health/medical issues. Sara Page explained that there are allowances under ADA law permitting Reasonable inquiry if disability is not easily discernable; and “confidential conversations” will be the standard

of inquiry when attempting to make these accommodations, if Reasonable. Tiffany Johnson asked about part (5) of the policy, “This policy shall automatically expire on the last day of the 2020-2021 school year.” She asked if it could be revised to give more flexibility to the Director and not force the Board to have to adopt/amend the policy if circumstances changed.

Motion was made by Terry Hodge to adopt Policy 3.2041 with a second by Margaret Moore to approve Policy 3.2041 as proposed.

VOTE: All Yes

Policy 4.205 Enrollment in College Level Courses. This policy acknowledges broadly the acceptance of a college-level course as possible grounds for high school credit. This is a TSBA model policy.

No further questions.

Motion was made by Coy Young to adopt Policy 4.205 with a second by Kay Martin to approve Policy 4.205 as proposed.

VOTE: All Yes

Policy 5.605 Staff Gifts and Solicitations. This policy sets out the restrictions on employees receiving gifts and protects employees from solicitation while at work.

Sara Page explained that RCS didn’t have a policy on this issue, so used the TSBA model policy. Tammy Sharp asked for definition of token gift. Sara replied a gift that is edible or valued at \$25 or less. Tiffany Johnson asked if there is a distinction between donations to a teacher’s class account versus a personal gift. The policy applies

to personal gifts to the teacher. Tammy Sharp asked if the policy could be amended to reflect gifts from “students and parents”. And, Margaret Moore would like it to also reflect class/group gift (collections from individuals contributing to group gift not to exceed \$25/individual) being different from an individual gift (not to exceed \$25)

No motion, no vote, undergoing revisions.

Policy 6.3001 Pandemic/Epidemic Code of Conduct Supplement*. This policy creates guidance for discipline related to behaviors specific to the current pandemic/epidemic. It also clearly ties the Code of Conduct to virtual/distance learning.

Question from Margaret Moore regarding bus routes? Sara explained that masks being worn, and window venting are essential because social distancing was not possible for bus riders.

Motion was made by Bill Spurlock to adopt Policy 6.3001 with a second by Terry Hodge to approve Policy 6.3001 as proposed.

VOTE: All Yes

Policy 6.3041 Title IX & Sexual Harassment. This summer, the Tennessee Department of Education adopted rules that fundamentally changed the requirements for investigating Title IX matters. This policy enshrines the new process.

Requires training on New Procedure for all employees and focus on knowledge expectations and district response. Reporting to a named Title IX Coordinator is a MUST.

Motion was made by Lisa Moore to adopt Policy 6.3041 with a second by
Coy Young to approve Policy 6.3041 as proposed.

VOTE: **All Yes**

*Indicates policies that will be proposed for board passage on a single reading due to legal deadlines and to ensure school reopens with proper policies for COVID-19 mitigation.

There being no further business, the meeting adjourned at approximately 6:09 p.m.

Jim Estes, Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

August 11, 2020

Fees

| | |
|---------------------|--|
| Blackman Elementary | i9 Sports, youth sports, 9/26/20-11/14/20 Saturdays, outside campus, \$500 <i>*subject to COVID-19 restrictions and updates.</i> |
| Holloway High | B4 Entertainment; 9/5/20-9/6/20 8am-6pm; classroom, hallway, and library; \$90; <i>*subject to COVID-19 restrictions and updates.</i> |

Note: Facility use for 8/11/20 has been granted pending Board action. The COVID-19 CDC approved recommendations were reviewed by the requestor. 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.**

**Rutherford County Schools
Student Activity Funds
Accounts Payable & Receivable
as of June 30, 2020**

Accounts Payable

| School | Vendor | | Amount |
|--|-------------------------|-----------|-----------------|
| McFadden | Orkin | \$ | 106.50 |
| Oakland High School | Lighthouse Promotions | \$ | 2,318.95 |
| Whitworth-Buchanan Middle School | Brad Durham Fundraising | \$ | 40.00 |
| Total Accounts Payable - Activity Funds - 6/30/2020 | | \$ | 2,465.45 |

Accounts Receivable

| School: | Due From | | Amount |
|---|-----------------------------|-----------|------------------|
| Blackman High School | 911 National Memorial | \$ | 120.00 |
| Blackman Middle School | Tri Star Photography | \$ | 1,457.40 |
| Lascassas Elementary School | Kroger | \$ | 811.06 |
| Lascassas Elementary School | Rutherford County Schools | \$ | 207.73 |
| LaVergne Primary | Kroger | \$ | 134.45 |
| Oakland High School | International Baccalaureate | \$ | 3,648.00 |
| Oakland Middle School | Amazon | \$ | 637.56 |
| Oakland Middle School | Expedia | \$ | 865.26 |
| Stewarts Creek Middle | Ms. Smyrna Pageant | \$ | 515.83 |
| Siegel High School | C & J Holding | \$ | 62.98 |
| Smyrna High School | Rutherford County Schools | \$ | 6,325.80 |
| Thurman Francis Arts Academy | Jostens | \$ | 449.78 |
| Total Accounts Receivable - Activity Funds - 6/30/2020 | | \$ | 15,235.85 |

Bid #3479 - Non-Food Items for School Nutrition

| | | American Paper & Twine | | | IWC Food Service | | | Palmer Wholesale Inc. | | |
|--------|---------------------------------------|------------------------|------------|------------|---------------------|---------------------|-----------------|-----------------------|------------|------------|
| Item # | Items and Specifications | Size/Count per case | Unit Price | Case Price | Size/Count per case | Unit Price | Case Price | Size/Count per case | Unit Price | Case Price |
| | Bags (Paper/Poly) & Canliners & Wraps | | | | | | | | | |
| 5 | Bags, Clear Saddlebags 8.5" x 6" | 2000 | \$0.0060 | 12.03 | 2000 | \$0.0040 | 8.68 | 2000 | \$0.0050 | 11.06 |
| 6 | Bags, Sandwich Saddlebags 7.5" x 7" | 2000 | \$0.0050 | 10.82 | 2000 | \$0.0040 | 8.68 | 2000 | \$0.0050 | 11.17 |

Mailed to 25 vendors

22 vendors did not respond

*Strike through items did not meet bid specifications

Recommend: Motion to award to American Paper & Twine and Palmer Wholesale on Item Numbers 5 and 6. IWC was originally awarded but they bid wrong bag sizes on those items.

To be funded through School Nutrition Department.

Bid #3483 - Stage Curtains

| Schools | Kendall Stage Curtains | *Premiere Stage Supply | *School Specialty |
|-----------------------------|------------------------|------------------------|-------------------|
| Blackman High School | \$ 38,274.00 | \$ 39,021.00 | \$ 44,342.00 |
| Lascassas Elementary School | \$ 8,950.00 | \$ 11,522.00 | \$ 13,093.00 |
| LaVergne High School | \$ 17,690.00 | \$ 27,861.00 | \$ 10,307.00 |
| LaVergne Primary School | \$ 8,190.00 | \$ 9,070.00 | \$ 31,660.00 |
| Rockvale Elementary School | \$ 8,900.00 | \$ 11,059.00 | \$ 12,567.00 |
| Smyrna High School | \$ 15,485.00 | \$ 20,167.00 | \$ 22,917.00 |

Mailed to 9 vendors
6 vendors did not respond

*No drawings included

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

To be funded through GP and Capital Project Funds.

Bid # 3484 Laminating Film

| Item # | Description | ACCO Brands | Pyramid School Supply | Scott Electric |
|--------|--|-----------------|-----------------------|-----------------|
| 1 | 12" x 500' x 1" (GBC 3000002) | \$ 43.00 | \$ 10.99 | \$ 12.00 |
| 2 | 18" x 500' x 1" (GBC 3000003) | \$ 47.40 | \$ 15.99 | \$ 15.00 |
| 3 | 25" x 500' x 1" (GBC 3000004) | \$ 18.72 | \$ 18.99 | \$ 17.00 |
| 4 | 25" x 500' x 2 1/4" (GBC 3000007) | \$ 57.10 | | \$ 21.00 |
| 5 | 27" x 500' x 1" (GBC 3126061) | \$ 38.69 | \$ 19.99 | \$ 18.00 |
| 6 | Laminating Pouches - Letter size (9"x11"), heatsealed, 100/box | \$ 35.58 | *\$5.99 | \$ 8.00 |
| 7 | GBC E-Z Load Laminating 27" Film 25" x 500' (Part. #3748201EZ) | \$ 41.87 | \$ 108.99 | No Bid |

Mailed to 18 vendors
14 vendors did not respond

*Sold by Case Only
"No Bid" from School Specialty

Recommend: Motion to award to overall lowest and best bids as shown.

To be funded through GPS and individual schools.

Bid #3485 - PE Uniforms

| Company | Item #1 T - Shirts | | | | Item #2 Shorts (7" inseam) | | | | Item #3 Shorts (9" inseam) | | | |
|----------------------------|-----------------------|----------------|----------------|-----------------------|-------------------------------|----------------|----------------|----------------|-------------------------------|----------------|----------------|----------------|
| | | | | | | | | | | | | |
| All-Star Custom | \$ 4.08 | \$ 4.08 | \$ 4.13 | Gildan | \$ 6.63 | \$ 6.63 | \$ 6.67 | Sport Tek | \$ 6.94 | \$ 6.94 | \$ 6.97 | C2 |
| BSN Sports | \$ 3.55 | \$ 3.55 | \$ 4.15 | Port & Co. | | | | | \$ 6.20 | \$ 6.20 | \$ 6.75 | Sport Tek |
| Champion | \$ 3.40 | \$ 3.40 | \$ 3.90 | Gildan | \$ 8.75 | \$ 8.75 | \$ 8.95 | Augusta | \$ 5.75 | \$ 5.75 | \$ 5.95 | Augusta |
| Express Press | \$ 3.05 | \$ 3.05 | \$ 3.57 | Gildan | \$ 9.75 | \$ 9.75 | \$ 10.27 | Champion | \$ 5.00 | \$ 5.00 | \$ 5.52 | A4 |
| Home Team Athletics | \$ 4.68 | \$ 4.68 | \$ 5.35 | Gildan | | | | | \$ 7.15 | \$ 7.15 | \$ 8.64 | Champro |
| Home Town Apparel | \$ 5.50 | \$ 5.50 | \$ 5.50 | Hanes | \$ 10.50 | \$ 10.50 | \$ 11.50 | Champion | \$ 9.50 | \$ 9.50 | \$ 10.50 | Team 365 |
| Mathews Team Sports | \$ 3.50 | \$ 3.50 | \$ 3.95 | Port & Co. | \$ 5.00 | \$ 5.00 | \$ 6.00 | Augusta | \$ 6.00 | \$ 6.00 | \$ 6.75 | Augusta |
| Pro Player Supply | \$ 4.76 | \$ 6.49 | \$ 7.84 | Gildan | | | | | \$ 6.89 | \$ 8.89 | \$ 9.93 | A4 |
| Riddell | \$ 5.05 | \$ 6.30 | \$ 6.55 | Gildan | \$ 7.72 | \$ 8.97 | \$ 9.22 | Russell | \$ 9.90 | \$ 11.15 | \$ 11.40 | Sport Tek |
| The Worx Group | \$ 3.85 | \$ 3.85 | \$ 4.15 | Gildan | \$ 5.85 | \$ 5.85 | \$ 6.15 | A4 | \$ 6.00 | \$ 6.00 | \$ 6.35 | A4 |

Mailed to 40 vendors
30 vendors did not respond

Recommend: Motion to award to Mathews Team Sports for overall lowest and best bid.

To be funded through individual schools.

ATLAS PROGRAM MEMORANDA OF AGREEMENT

STARS (Students Taking a Right Stand) will provide a Master's Level Specialist to work with elementary ATLAS students and their parents in an effort to reduce chronic absenteeism and improve attendance of students experiencing homelessness.

Endure Athletics will provide after school and summer programming, including transportation, at no cost to students living in motels and shelters.

The Boys & Girls Clubs will provide summer programming in Smyrna and Murfreesboro at no cost to students who qualify for the ATLAS program. Because we pay for the summer programming, they also do not charge ATLAS students for after school care during the school year.

Recommend Approval---motion to approve the Memoranda of Agreement between STARS, Endure Athletics and The Boys & Girls Clubs and the ATLAS Program as presented.



**MEMORANDUM OF AGREEMENT
BETWEEN
THE RUTHERFORD COUNTY BOARD OF EDUCATION
AND
STARS Nashville
2020-2021 School Year**

Student Assistance Services will be provided to McKinney/Vento Students at designated sites across the district to address issues related homelessness and poverty including alcohol and drug use, and violence and bullying prevention.

Services will be provided two days each week that school is in session. The fees for the above services are \$23,200. Payment for services provided will be rendered by Rutherford County Board of Education (RCBOE) to **STARS** following submission of an invoices. The first invoice will be submitted in December 2020 and the final invoice will be submitted in April 2021.

Services may be modified to adhere to the safety recommendations of the CDC, State of Tennessee and RCBOE to ensure the safety of students and staff. In the event of school closing, individual and group counseling support, case management services and classroom education may be provided via tele-health/ tele-support services

STARS agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of disability, age, race, color, religion, creed, gender, sexual orientation, gender identity or national origin.

Rights to the use of all **STARS** program materials and logos are reserved by **STARS**.

STARS agrees to indemnify and hold RCBOE, its Board member, agents and employees, harmless from any liability claimed against RCBOE related to any action or failure to act by STARS, its agents or employees, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract or any warranty negligent entrustment, negligence in entering into the contract, and including any claim by a third party for the use of materials by any child, except when such claims arise out of any recklessness or intentionally tortuous act of RCBOE.

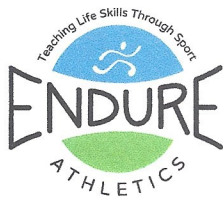
RCBOE is a government entity existing under the laws of the state of Tennessee and may not indemnify any party from liability. RCBOE is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that STARS has such liability

The undersigned agree to the terms this Agreement as described above.

SIGNATURES


STARS Representative /Date 8/3/2020

Rutherford County Board of Education/Title/Date



Endure Athletics Foundation

1809 Memorial Blvd
Murfreesboro, TN 37129
Phone: 615.653.7699
E-Mail: jbigelow@endureathletics.org
Web: www.EndureAthletics.Org

Memorandum of Agreement
Between
The Rutherford County Board of Education
And
The Endure Athletics Foundation
2020-2021 School Year

Endure Athletics is non-profit organization that provides homeless (ATLAS) children and youth a fee-free safe, structured, and encouraging environment to participate in fitness, literacy, mentorship, & academic assistance. Our mission is to enrich their lives through our after school program, school break events, and our 9-week summer camp.

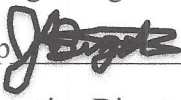
Services will be provided during the 2020-2021 school year and also 9-week during the summer for the amount of \$15,000.

Payment of services provided will be rendered by the Rutherford County Board of Education (RCBOE) to the Endure Athletics Foundation following submission of invoice.

Endure Athletics Foundation agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of race, color, religion, sex, or national origin. Endure Athletics Foundation agrees to indemnify and hold RCBOE its members, agents, and employees harmless from any liability claimed against RCBOE related to any action or failure act of Endure Athletics Foundation, its agents, volunteers, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract, and including any claim by a third party for the use of materials by an child, except when such claims arise out of any recklessness of intentionally tortuous act of RCBOE.

RCBOE is a government entity existing under the laws of the state of Tennessee and may not indemnify any part from liability. RCBOE is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that Endure Athletics Foundation has such liability.

The undersigned agree to the terms this agreement has described above.

Endure Rep  RCBOE Rep _____
Title__ Executive Director _____ Title _____
Date: _July 30, 2020 Date _____

Memorandum of Agreement
between
The Rutherford County Board of Education
And
The Boys & Girls Clubs of Rutherford County
2021 Summer Program



GREAT FUTURES START HERE.



Administrative Office
P.O. Box 3343
Murfreesboro, TN 37133
Tel 615-890-2582
Fax 615-893-3698
www.bgcrc.net

Murfreesboro Unit/Teen Center
820 Jones Blvd.
Murfreesboro, TN 37129
Tel 615-893-5437

Smyrna Unit
198 Culbertson St.
Smyrna, TN 37167
Tel 615-984-4087

Bedford Unit
1055 Madison St.
Shelbyville, TN 37162
Tel 931-735-6525

OFFICERS

Cheri Frame
President

Celeste Middleton
President Elect

Suzanne Eubank
Vice President - Operations

Terry Walker
Vice President - Resource Development

Jimmy Pitts
Vice President - Support Services

Sonya Leeman
Treasurer

Rebecca Upton
Past President

Roy Snipes

BOARD OF DIRECTORS

Clay Shirley
Bill Whitesell
Suzanne Eubank
Yolanda Greene
Dr. Derek Johnson
James Lakes
Melinda Mallette
Chuck Ramsay
Tanya Singh
Valerie Smith
Brian Sullivan
Allen Swader
Richard Thomas
Terry Walker II
Lisa Moore
Roy Snipes
Julie Thure
Harold Segroves
Betty Oliver
Gina Urban
Val Smith
Sarah Burchyett
Mike Panesi
Jonathan Beverly
Dwight Robinson
Sharron Northern

CHIEF EXECUTIVE OFFICER

Sheryl Chesnutt

The Boys & Girls Clubs of Rutherford County (BGCRC) is dedicated to the care of youth in our community after school and during school breaks. Our mission is to enable all young people, especially those that need us most to reach their full potential as productive, caring, responsible citizens. In this case financial support is requested to supplement funding of services provided by BGCRC to enroll Rutherford County Atlas students who are members of our Clubs. BGCRC is committed to delivering quality programming and services that provide hope and opportunity, through mentoring with an emphasis on character development, academic success, and healthy habits.

Services will be provided for a maximum of 39 days for the summer program. The fees for the above services are not to exceed a total of \$45,000.

Payment for services provided will be rendered by the Rutherford County Board of Education (RCBOE) to the Boys & Girls Clubs of Rutherford County following submission of invoice.

The Boys & Girls Clubs of Rutherford County agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of disability, age, race, color, religion, sex, or national origin. Atlas students will be treated as any other student with regard to behavior and attendance requirements. Parents may be asked to pay a late fee if the child is picked up late, and the child may be dismissed from the program if the child and/or parent fail to follow the rules of the BGCRC.

Boys & Girls Clubs of Rutherford County program materials and logos are reserved for BGCRC.

The Boys & Girls Clubs of Rutherford County agrees to indemnify and hold RCBOE, its Board member, agents, and employees harmless from any liability claimed against RCBOE related to any action or failure to act BGCRC, its agents or employees, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract or any warranty negligent entrustment, negligence in entering into the contract, and including any claim by a third party for the use of materials by any child, except when such claims arise out of any recklessness or intentionally tortuous act of RCBOE.

RCBOE is a government entity existing under the laws of the state of Tennessee and may not indemnify any party from liability. RCBOE is governed by the Government Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that Boys & Girls Clubs of Rutherford County has such liability.

The undersigned agree to the terms of this Agreement as described above.

Signatures

Boys & Girls Clubs of Rutherford County representative

Rutherford County Board of Education representative



PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-394000 - 4

Quote Expiration Date: 8/21/2020

Prepared By: Johnna Durbin

Customer Contact: Andrea Anthony

Customer Name: Rutherford County School District

Title: assistant superintendent of HR and support services

Enrollment: 41,495

Address: 2240 Southpark Boulevard

Contract Term: 36 Months

City: Murfreesboro

Start Date: 7/1/2020

State/Province: Tennessee

End Date: 6/30/2023

Zip Code: 37128

Phone #: (615)893-5812X22009

| Product Description | Quantity | Unit | Unit Price | Extended Price |
|--|-----------|----------|------------|----------------|
| Initial Term 7/1/2020 - 6/30/2021 License and Subscription Fees | | | | |
| UT Candidate Assessment Principal | 41,495.00 | Students | USD 0.27 | USD 11,305.00 |
| UT Candidate Assessment Teacher | 41,495.00 | Students | USD 0.45 | USD 18,610.51 |

License and Subscription Totals: **USD 29,915.51**

| | | | | |
|--|------|------|--------------|--------------|
| Professional Services and Setup Fees | | | | |
| UT Candidate Assessment Implementation District Remote | 1.00 | Each | USD 3,000.00 | USD 3,000.00 |

Professional Services and Setup Fee Totals: **USD 3,000.00**

| | | | | |
|-------------|--|--|--------------------|----------------------|
| Quote Total | | | Total Discount: | USD 47,553.74 |
| | | | Initial Term | 7/1/2020 - 6/30/2021 |
| | | | Initial Term Total | USD 32,915.51 |

| | | | | |
|------------------------------------|-----------|----------|----------------------|---------------|
| Annual Ongoing Fees as of 7/1/2021 | | | | |
| UT Candidate Assessment Principal | 41,495.00 | Students | USD 0.27 | USD 11,305.00 |
| UT Candidate Assessment Teacher | 41,495.00 | Students | USD 0.45 | USD 18,610.51 |
| Annual Ongoing Fees Total: | | | USD 29,915.51 | |

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the Master Services Agreement. Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Treatment of purchase orders are governed as provided in the Master Services Agreement referenced below.

By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 6-18-2020

Rutherford County School District
Signature:

Printed Name:

Title:

Date:



PowerSchool Group LLC

150 Parkshore Drive
Folsom, CA 95630
www.powerschool.com

RE: PowerSchool Group LLC Sole Source Affirmation

To Whom It May Concern:

The purpose of this letter is to inform you that PowerSchool Group LLC and its affiliate companies (collectively, "PowerSchool") are the sole source from which your school, school district or other educational institution may purchase the PowerSchool software and accompanying support, including fixes and enhancements.

- PowerSchool software includes student information systems (SIS) such as PowerSchool SIS; PowerSchool eSchoolPlus SIS; PowerSchool iNow SIS; and PowerSchool Trillium SIS.
- PowerSchool Unified Classroom™ solution which includes Unified Classroom Assessment, Unified Classroom Learning, Unified Classroom Gradebook, and Unified Classroom Special Programs.
- PowerSchool Unified Administration™ solution which includes, Unified Administration eFinancePlus, Unified Administration BusinessPlus; Unified Administration Atrieve Finance; Unified Administration Atrieve HR; and Unified Administration Atrieve Payroll.
- PowerSchool Unified Talent™ solution include SchoolSpring Job Board; Applicant Tracking; Candidate Assessment; Employee Records; Perform; Professional Learning; and Absence Management.
- PowerSchool Unified Insights™ solution includes, Student; Talent for Absence Management; and Operations for Finance and HR.
- For those districts that have non-PowerSchool solutions, PowerSchool also offers standalone products including PowerSchool Performance Matters (Assessment and Analytics modules respectively), PowerSchool Special Programs; PowerSchool Enrollment; PowerSchool Learning, and all other software that PowerSchool may offer as part of PowerSchool's product line in the future.
- PowerSchool also offers, under the PeopleAdmin brand: PeopleAdmin Hire and Recruit, PeopleAdmin Applicant Tracking, Select Suite, PeopleAdmin Positions, People Admin Onboard, Records, PeopleAdmin Performance, PeopleAdmin Faculty (Activity management, CV management, Promotion and Tenure), PeopleAdmin Professional Development, PAAFx, and all other software as part of PowerSchool's future product line.

Additionally, any services provided using the PowerSchool software including, without limitation, hosting and implementation services for the PowerSchool product are only available through PowerSchool, unless PowerSchool provides explicit approval for an outside party to provide Services on PowerSchool's behalf."

Sincerely,

DocuSigned by:

8BE80052788C432

Gregg Clevenger
Chief Financial Officer
PowerSchool Group LLC



Bill C. Spurlock
Director of Schools

Rutherford County Board of Education

2240 Southpark Drive, Murfreesboro, TN 37128 Phone: 615.893.5812 www.rcschools.net

To: Joyce Michaels
From: Nona Hall
Subject: Board Agenda
Date: August 3, 2020

EXTENDED CONTRACT— The ESL Department will be conducting an after-school extended day program for Smyrna High School, funded completely by Title III funds. (In the event of school closure, the class will be conducted through distance learning.) Title III funds will provide 1 ESL Teacher extended contract and 1 bilingual educational assistant extended contract. The schedule for the extended school day will run for both semesters: Monday through Wednesday from 3:45 – 6:15. Each extended contract is for approximately \$2,400.

Recommend Approval --- motion to approve a Rutherford County Schools Title III funded extended contract for an ESL teacher and a bilingual educational assistant for the extended day program.

Director of Schools Signature: _____ Date: _____

Chairman of Board of Education Signature: _____ Date: _____

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-79432
 Client: Rutherford Co School District
 Address: 2240 Southpark Dr
 Murfreesboro, TN 37128

AVID Center Representative: Denise Rupert
 Phone: (858) 633-0136
 Email: drupert@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

| District Products | | | | |
|-----------------------------|---------------------------------|------------|------------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID District Leadership Year 2 | \$6,000.00 | \$2,250.00 | \$3,750.00 |
| District Products SUBTOTAL: | | | | \$3,750.00 |

| Smyrna High School | | | | |
|------------------------------|--------------------------------|------------|----------|-------------------|
| QTY | PRODUCT NAME | UNIT PRICE | DISCOUNT | EXTENDED PRICE |
| 1 | AVID Membership Fees Secondary | \$4,099.00 | \$0.00 | \$4,099.00 |
| 1 | AVID Weekly Secondary | \$595.00 | \$0.00 | \$580.00 |
| Smyrna High School SUBTOTAL: | | | | \$4,679.00 |

TOTAL: \$8,429.00

plus all applicable taxes

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

Additional Comments:

N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

**AVID Center,
a California Non-Profit Corporation
501(c)(3)**

Rutherford Co School District

Signature: _____
Print
Name: _____

Signature: _____
Print
Name: _____
Email
Address martink@rcschools.net

Title: _____

Title: _____

Date: _____

Date: _____

**AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594**

Exhibit "A"**AVID Center General Terms and Conditions**

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at <https://www.avid.org/Page/3290>. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. **Term.** The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.

3.1. AVID Products and Services.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license,

without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark]® or [AVID Trademark]™. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4. Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such Information to any third party other than to its employees and contractors who have a need to know such Information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site's breach of such obligations.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID

Center in seeking a protective order or contesting such required disclosure.

Article V. Compensation.

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

Article VI. Representations and Warranties; Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND

CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article VIII. Termination.

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under Tennessee law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of Rutherford, Tennessee shall have the exclusive

jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution.

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation conducted by JAMS, Inc. ("JAMS") in San Diego, California. The requesting party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "Rules"), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that JAMS select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

9.5. Attorneys' Fees. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.

9.6. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.7. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.8. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.9. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.12. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.13. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: District Wide Technology Integration Coach

Term of Employment: 12 Months teacher contract

Immediate Supervisors: Attendance Coordinator and Instructional Technology Coordinator

POSITION DESCRIPTION:

- Under direction of the Attendance and Instructional Technology Departments implement, support, and align the district instructional technology resources and student information system.
- Communicate to faculty, administrators, and other users availability of, or changes to, instructional technology materials, programs, services, or applications.
- Develop a plan for delivery and training of district goals for instructional technology at all schools.
- Mentor and support technology contacts in schools to ensure school and district protocols are implemented with fidelity.
- Demonstrate the ability to share content and instructional knowledge and experience with colleagues in an effective way including through professional development.
- Train and provide professional development for teachers and staff in the use or support of the district's student information system.
- Provide support in course management software and student information system within the district central office staff.
- Assist schools and Attendance/Instructional Technology Departments in providing support and troubleshooting solutions to parents as needed.

ESSENTIAL DUTIES:

- In coordination with the coordinator of attendance and coordinator of instructional technology, provide technical or logistical support to users of course management software and student information system.
- Provide support to school level personnel and parents as needed for troubleshooting purposes with technology integration.
- Provide professional development and training for instructional technology applications and district student information system.
- Review digital learning content to ensure compliance with copyright, licensing, or other requirements.
- Model effective instruction which include implementation of instructional technology, and research-based best practices.

- Work closely with district personnel to remain abreast of current research-based instructional practices and district expectations.
- Analyze data to assess program usage to inform decisions for instructional technology programs.
- Prepare reports summarizing statistical data or describing usage of technology integration objectives and accomplishments.
- Effectively communicate with school administration, Attendance and Instruction Departments, teachers, and staff.
- Constantly exhibit a spirit of cooperation and willingness to be of service to others; students, parents/citizens, school personnel, etc.
- Actively support the district mission "To empower today's students to grasp tomorrow's opportunities."
- Perform other duties as assigned by the Attendance and Instruction Departments
- Attend training sessions to deepen content knowledge
- Attend department meetings

QUALIFICATIONS:

- Master's degree preferred
- Hold a valid certified Tennessee License
- Have five years of teaching experience with proven record of effectiveness as evidenced by student outcomes.
- Confident and willingness to lead teachers professionally
- Experience in conducting professional development presentations/in-services preferred
- Effective communicator
- Proficient in data interpretation
- Experience with technology integration resources
- Experience with district student information system

EVALUATION:

- Coordinator of Attendance and Coordinator of Instructional Technology
- Evaluation on the TEAM School Services Personnel rubric



RUTHERFORD COUNTY BOARD OF EDUCATION

EMPLOYMENT CONTRACT ADDENDUM
(Certified Position – Rutherford Works Ambassador)

Name: _____

Employee Identification Number: _____

Location of Assignment: _____ Position: _____

Effective Date of Assignment: 2020-2021 School Year Ending Date (if applicable): _____

This agreement is between the Rutherford County Board of Education (“RCS”) and _____ (“Employee”) for the purpose of the assignment of the Employee to the additional role of Rutherford Works Ambassador during the current contract year.

The purpose of this role is to utilize General Purpose funding as a means of professional development to increase the capacity of each participant to support Rutherford Works initiatives at the district and school level.

It is understood that the Employee’s regular duties and responsibilities under the Employee’s contract with RCS shall be maintained in addition to the responsibilities required of the above-referenced additional role.

Employee agrees to attend all required Rutherford Works meetings and implement the activities outlined in the RW Ambassador Roles & Responsibilities form at the Rutherford County Chamber of Commerce Office, or a Rutherford County School, during the 2019-2020 school year. The stipend amount is \$500 plus the School Boards portion of benefits.

Employee fully understands that Employee must attend all scheduled meetings unless the meetings are cancelled by the Rutherford Works staff or Central Office Staff. Employees will only receive contracted amount for the meetings attended.

The Assistant Superintendent for Curriculum and Instruction may eliminate this role, any related role, or this program in its entirety at any time. If the program is ended prior to the end of the school year, the Employee is only entitled to the stipends for meetings attended, and no additional funds shall be owed to the Employee.

At the scheduled meetings, Employee shall engage fully in the process of development, feedback, and other necessary participation.

By signing this employment contract addendum, I agree to the terms contained herein.

Employee Signature

Date

Director of Schools

Date

RUTHERFORD COUNTY CONTRACT APPLICATION EPP Mentor Cohort 1

***Name:** _____

| | | |
|--------------|---------------|-------------|
| First | Middle | Last |
|--------------|---------------|-------------|

***School Assigned:** _____

***School Phone:** _____

***School E-mail:** _____

***Years of experience:** _____

***How was applicant selected:** Per TDOE program approval, all mentors have at least 3+ years of experience and have earned an LOE of 4 or 5.

***Endorsement Certification Areas by Name and Number:**

Requirements for EPP Mentors:

- Attend EPP Mentor and TDOE Vision of Excellent Instruction training
- Commit to bi-weekly mentor/mentee meetings and completion of a mentor reflection form
- Engage in all Mentor Dialogues included in the Teaching to Lead curriculum with your mentee (these must be face-to-face or virtual face-to-face, not email exchanges)
- Complete an exit survey at the end of each school year to share assessment feedback about your mentee's progress, areas of strength, and needs for improvement with EPP faculty (Note – mentees will complete an exit survey to assess their mentors as well)

***No partial payments will be made. Payment in full will be made upon successful completion of the contract terms. Contracts are for services rendered between August 2020 and December 2020.**

****Regular mentor meeting documentation is a requirement for EPP Mentor Extended Contracts. Failure to maintain this documentation may result in cancellation of the contract with no payment.**

*****No change can be made to an extended contract without prior approval from the EPP Administrator, Tyra Pilgrim. Failure to do so may result in cancellation of the contract with no payment.**

***APPLICANT'S SIGNATURE:** _____ **Date:** _____

***EPP ADMINISTRATOR SIGNATURE:** _____ **Date:** _____

***BOARD CHAIR'S SIGNATURE:** _____ **Date:** _____

***DIRECTOR OF SCHOOLS SIGNATURE:** _____ **Date:** _____

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)
The RCS EPP Program does not discriminate on the basis of race, national origin, sex, handicap or age.

RUTHERFORD COUNTY CONTRACT APPLICATION EPP Mentor Cohort 1

***Name:** _____

| | | |
|--------------|---------------|-------------|
| First | Middle | Last |
|--------------|---------------|-------------|

***School Assigned:** _____

***School Phone:** _____

***School E-mail:** _____

***Years of experience:** _____

***How was applicant selected:** Per TDOE program approval, all mentors have at least 3+ years of experience and have earned an LOE of 4 or 5.

***Endorsement Certification Areas by Name and Number:**

Requirements for EPP Mentors:

- Attend EPP Mentor and TDOE Vision of Excellent Instruction training
- Commit to bi-weekly mentor/mentee meetings and completion of a mentor reflection form
- Engage in all Mentor Dialogues included in the Teaching to Lead curriculum with your mentee (these must be face-to-face or virtual face-to-face, not email exchanges)
- Complete an exit survey at the end of each school year to share assessment feedback about your mentee's progress, areas of strength, and needs for improvement with EPP faculty (Note – mentees will complete an exit survey to assess their mentors as well)

***No partial payments will be made. Payment in full will be made upon successful completion of the contract terms. Contracts are for services rendered between August 2020 and December 2020.**

****Regular mentor meeting documentation is a requirement for EPP Mentor Extended Contracts. Failure to maintain this documentation may result in cancellation of the contract with no payment.**

*****No change can be made to an extended contract without prior approval from the EPP Administrator, Tyra Pilgrim. Failure to do so may result in cancellation of the contract with no payment.**

***APPLICANT'S SIGNATURE:** _____ **Date:** _____

***EPP ADMINISTRATOR SIGNATURE:** _____ **Date:** _____

***BOARD CHAIR'S SIGNATURE:** _____ **Date:** _____

***DIRECTOR OF SCHOOLS SIGNATURE:** _____ **Date:** _____

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)
The RCS EPP Program does not discriminate on the basis of race, national origin, sex, handicap or age.

RUTHERFORD COUNTY CONTRACT APPLICATION EPP Mentor – Cohort 2

***Name:** _____

| First | Middle | Last |
|-------|--------|------|
| | | |

***School Assigned:** _____

***School Phone:** _____

***School E-mail:** _____

***Years of experience:** _____

***How was applicant selected:** Per TDOE program approval, all mentors have at least 3+ years of experience and have earned an LOE of 4 or 5.

***Endorsement Certification Areas by Name and Number:**

Requirements for EPP Mentors:

- Attend EPP Mentor and TDOE Vision of Excellent Instruction training
- Commit to bi-weekly mentor/mentee meetings and completion of a mentor reflection form
- Engage in all Mentor Dialogues included in the Teaching to Lead curriculum with your mentee (these must be face-to-face or virtual face-to-face, not email exchanges)
- Complete an exit survey at the end of each school year to share assessment feedback about your mentee's progress, areas of strength, and needs for improvement with EPP faculty (Note – mentees will complete an exit survey to assess their mentors as well)

***No partial payments will be made. Payment in full will be made upon successful completion of the contract terms. Contracts are for services rendered between August 2020 and May 2022.**

****Regular mentor meeting documentation is a requirement for EPP Mentor Extended Contracts. Failure to maintain this documentation may result in cancellation of the contract with no payment.**

*****No change can be made to an extended contract without prior approval from the EPP Administrator, Tyra Pilgrim. Failure to do so may result in cancellation of the contract with no payment.**

***APPLICANT'S SIGNATURE:** _____ **Date:** _____

***EPP ADMINISTRATOR SIGNATURE:** _____ **Date:** _____

***BOARD CHAIR'S SIGNATURE:** _____ **Date:** _____

***DIRECTOR OF SCHOOLS SIGNATURE:** _____ **Date:** _____

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)
The RCS EPP Program does not discriminate on the basis of race, national origin, sex, handicap or age.

**RESOLUTION OF THE RUTHERFORD COUNTY BOARD OF EDUCATION IN SUPPORT OF A MORATORIUM
ON STATE STANDARDIZED TESTING FOR THE 2020-2021 SCHOOL YEAR**

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a global pandemic that had led to serious illness and death and spreads through close contact among individuals; and

WHEREAS, beginning on March 12, 2020, Governor Bill Lee declared Tennessee to be in a state of emergency until June 30, 2020, pursuant to Executive Orders 14 and 26, due to COVID-19; and

WHEREAS, beginning on March 16, 2020, Tennessee schools were closed for the remainder of the 2019-2020 school year, in response to requests made by Governor Bill Lee that they close to combat the spread of COVID-19; and

WHEREAS, on March 18, 2020, the Tennessee General Assembly approved the cancellation of state standardized testing for the 2019-2020 school year, due to the statewide closure of schools and subsequent lack of standardized instruction being delivered to students; and

WHEREAS, on June 22, 2020, the Tennessee State Board of Education approved Emergency Rule 0520-01-17-.01, which requires Tennessee school districts to provide students in grades one (1) through twelve (12) access to six and one half (6 ½) hours of instructional time each school day during the 2020-2021 school year, even if there are school closures or disruptions related to outbreaks of COVID-19; and

WHEREAS, by Executive Order 50 signed by Governor Bill Lee on June 29, 2020, the State of Tennessee is to remain in a state of emergency until at least August 29, 2020 and COVID-19 continues to spread at a rapid rate in Tennessee; and

WHEREAS, Tennessee schools, in order to comply with State Board requirements, will likely have to engage in remote learning, in whole or in part, during the 2020-2021 academic school year due to the continued spread of COVID-19; and

WHEREAS, pursuant to State Board Emergency Rule 05200-01-17-.01, Tennessee school districts are required to each create and implement their own plans to facilitate continuous learning in light of the continued spread of COVID-19; and

WHEREAS, Tennessee school districts will be implementing different plans for learning from county to county across the state for the 2020-2021 school year, based upon the needs of their students and COVID-19 outbreaks in each county; and

WHEREAS, Tennessee students will likely face significant academic and behavioral regression upon returning to school, having lost approximately two (2) months of standard instruction and attendance due to the extended closure; and

WHEREAS, when school resumes in August 2020, students will have spent approximately five (5) consecutive months out of school; and

WHEREAS, Tennessee school districts will be focused not only on student growth and safety, but also on recoupment of academic and social and emotional skills lost during the extended closure.

NOW, THEREFORE, be it resolved unanimously by all of the Board Members on the ____ day of _____, 2020, that the Rutherford County Board of Education:

Supports and respectfully requests a moratorium on state standardized testing and accountability associated with such testing for the 2020-2021 school year, to include end-of-year examinations and formative assessments throughout the year. The Rutherford County Board of Education requests that, if state standardized testing does continue in some format for the 2020-2021 school year, the results of that testing be used as metrics of student progress rather than to determine district rankings and scorings statewide, due to the disparity in learning methods that will be used across the state in light of COVID-19 and focus on recoupment of students' academic and social/emotional skills lost during the extended school closure.

Rutherford County Board of Education

Jim Estes, Board Chairman

Coy Young, Board Vice Chairman

Terry Hodge, Board Member

Tiffany Johnson, Board Member

Jeff Jordan, Board Member

Lisa Moore, Board Member

Tammy Sharp, Board Member

Rutherford County Board of Education

| | | | |
|--|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in September | Descriptor Term: School Board Meetings | Descriptor Code: 1.400 | Issued Date: 06/05/14 |
| | | Rescinds: 1.400 | Issued: 08/09/12 |

The Board will transact all business at official meetings which may be either regular or special.

Every meeting of the board shall be open to the public, except for those meetings in which the law allows closed sessions.¹ Open meetings will be physically accessible to all students, employees, and interested citizens.³ In order to ensure all elements of board meetings are open to the public, no board members or Rutherford County Schools support staff in attendance and participating in a board meeting shall utilize a cell phone during the meeting.

The Board may restrict the recording of Board meetings via camera, camcorder or other photographic equipment when such recording creates a threat to public safety and welfare or impedes the conducting of efficient and orderly public meetings.⁴

SPECIAL MEETINGS

The Board shall hold such special meetings as necessary to transact the business of the Board. Such meetings shall be called by the chair whenever, in the chair's judgment, the interests of the schools require it, or when requested to do so by a majority of the Board.²

Only business related to the call of the meeting, and details related to agenda items shall be discussed or transacted by the Board at a special meeting.

ELECTRONIC ATTENDANCE⁵

Absent Board members may attend a regular or special meeting by electronic means if the member is absent because of work, a family emergency, or the member's military service. If a board member is absent due to military service, he/she may participate electronically as often as he/she is able to do so. However, a board member may not participate electronically more than two (2) times per year for absences due to work and/or family emergencies.

General Requirements

The following requirements apply to all electronic attendance, regardless of the reason for the member's absence:

1. A quorum of the Board must be physically present at the meeting in order for any member to attend electronically.
2. Any member wishing to participate electronically must do so using technology which allows the Chair to visually identify the member.

3. The responsibility for the connection lies with the member wishing to participate electronically. No more than three (3) attempts to connect shall be made, unless the Board chooses to make additional attempts.

Work Related Absence

The following requirements apply to electronic attendance due to a work related absence:

1. The Board member must be absent from the county due to work.
2. The member wishing to participate must give the Chair and director at least five (5) days notice prior to the meeting of the member's desire to participate electronically.

Family Emergency

The following requirement applies to electronic attendance due to a family emergency:

1. The member must be absent due to the hospitalization of the member or the death or hospitalization of the member's spouse, father, mother, son, daughter, brother, sister, son-in-law, daughter-in-law, step-son, step-daughter, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

Legal References

1. TCA 8-44-102; TCA 49-6-804(b)
2. TCA 49-2-202(c)(1)
3. 28 CFR § 36.201(a); 36.202
4. OP Tenn. Atty. Gen. 95-126
5. TCA 49-2-203(c)

Cross References

School Board Legal Status and Authority 1.100
Section 504 & ADA Grievance Procedures 1.802

Rutherford County Board of Education

| | | | |
|---|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in December | Descriptor Term: Testing Programs | Descriptor Code: 4.700 | Issued Date: 09/18/19 |
| | | Rescinds: 4.700 | Issued: 08/16/17 |

1 *General*

2 The Board shall provide for a system-wide testing program which shall be periodically reviewed and
3 evaluated. The purposes of the program shall be to:

- 4 1. Assist in promoting accountability;
- 5
- 6 2. Determine the progress of students;
- 7
- 8 3. Assess the effectiveness of the instructional program and student learning;
- 9
- 10 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 11
- 12 5. Analyze the improvements needed in each instructional area;
- 13
- 14 6. Assist in the screening of students with learning difficulties;¹
- 15
- 16 7. Assist in placing students in remedial programs;
- 17
- 18 8. Provide information for college entrance and placement; and
- 19
- 20 9. Assist in educational research by providing data.²

21 The Director of Schools shall be responsible for planning and implementing the program which includes:

- 22 1. Determining specific purposes for each test;
- 23
- 24 2. Selecting the appropriate test to be given;
- 25
- 26 3. Establishing procedures for administering the tests;
- 27
- 28 4. Making provisions for interpreting and disseminating the results;
- 29
- 30 5. Maintaining testing information in a consistent and confidential manner; and
- 31
- 32 6. Ensuring that results are obtained as quickly as possible, especially when placement in a special
- 33 learning program might be necessary.

1 State-mandated student testing programs shall be undertaken in accordance with guidelines published
2 by the State Department of Education.³

3 **WEIGHTING TCAP SCORES**

4 **TCAP**⁴ and EOC⁵ scores shall be included in students' second semester grades as follows:

- 5 1. Grades 3-5 - 15%
- 6 2. Grades 6-8 - 15%
- 7 3. Grades 9-12 - 15%

8 **TCAP** and EOC Grade Conversion from raw score to quick score will be the cube root methodology
9 previously used by the Tennessee Department of Education for quick score generation.

10 The Director of Schools may exclude these scores from students' final grades if results are not received
11 by the district at least five (5) instructional days before the end of the course.^{4,5}

12 **INTEREST INVENTORIES AND CAREER ASSESSMENTS**⁶

13 Interest inventories shall be made available to middle schoolers. These will include assessments such as
14 the Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, or the College Board Career Finder.

15 Career aptitude assessments shall be administered to 8th graders in order to inform the student's high
16 school plan of study.

17 **TESTING INFORMATION AND PARENTAL CONSENT**

18 Any test directly concerned with measuring student ability or achievement through individual or group
19 psychological or socio-metric tests shall not be administered by or with the knowledge of any employee
20 of the district without first obtaining written consent of the parent(s)/guardian(s).²

21 Results of all group tests shall be recorded on students' permanent records and shall be made available
22 to appropriate personnel in accordance with established board policies.⁷

23 No later than July 31st of each year, the Board shall publish on its website information related to state
24 and board mandated tests that will be administered during the school year. The information shall
25 include:⁸

- 26 1. The name of the test;
- 27
- 28 2. The purpose and use of the test;
- 29
- 30 3. The grade or class in which the test will be administered;
- 31
- 32 4. The tentative date or dates that the test will be administered;
- 33

- 1 5. The time and manner in which parent(s)/guardian(s) and students will be notified of the results
2 of the test;
3
4 6. How parent(s)/guardian(s) can access the questions and answers on their student’s state-
5 required tests; and
6
7 7. If a board mandated test, how the test complements and enhances student instruction and
8 learning and how it serves a purpose distinct from state-required tests.
- 9 Testing information shall also be placed in student handbooks or other school publications that are
10 assessible to parent(s)/guardian(s) on an annual basis.

Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(7); TRR/MS 0520-01-03-.06(1)(b)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.06(1)(b); State Board of Education Policy 2.103; TCA 49-1-617
6. Public Acts of 2019, Chapter No. 108
7. TCA 10-7-504
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103

Cross References

Student Surveys, Analyses, and Evaluations 6.4001
Student Records 6.600

Rutherford County Board of Education

| | | | |
|--|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in April | Descriptor Term: School Admissions | Descriptor Code: 6.203 | Issued Date: 01/15/09 |
| | | Rescinds: 5-5/5-67 | Issued: |

Any student entering school for the first time must present:

1. A birth certificate or officially acceptable evidence of date of birth at the time of registration;¹
2. Evidence of a current medical examination.² There shall be a complete medical examination of every student entering school for the first time. This applies to kindergarten, first grade and other students for whom there is no health record; and
3. Evidence of state-required immunization.³

The name used on the records of a student entering school must be the same as that shown on the birth certificate unless evidence is presented that such name has been legally changed through a court as prescribed by law. If the parent does not have or cannot obtain a birth certificate, then the name used on the records of such student will be the same as that shown on documents which are acceptable to the school principal as proof of date of birth.

When enrolling students, all families must complete the Student Residency Questionnaire prior to being provided with an affidavit and/or prior to being denied enrollment for any other requirements for proof of residency to ensure compliance with Board Policy 6.502.

A student may transfer into the school system at any time during the year if his/her parent(s) or legal guardian moves his/her residence into the school system.

Parents, guardians, or legal custodians of students who enter school who have been judged delinquent for an offense involving murder, rape, robbery, kidnapping, aggravated assault or reckless endangerment shall notify the principal by providing the abstract of record required by law or other similar written information. This information shall be shared only with school employees who have responsibility for classroom instruction of the student. Such information is otherwise confidential and shall not be released to others except as required by law. The written notification shall not become a part of the student's record.⁴

Legal References:

1. TCA 49-6-3008(b)
2. TRR/MS 0520-1-3-.08(2)(a); TCA 49-6-5004(a)
3. TCA 49-6-5001(c)
4. TCA 49-6-3051

Rutherford County Board of Education

Monitoring:

Review: Annually, in
March

Descriptor Term:

Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation

Descriptor Code:

6.304

Issued Date:

06/07/18

Rescinds:

6.304

Issued:

08/16/17

In order to maintain a safe, civil, and supportive environment in school for students to learn and achieve high academic standards, acts of bullying, cyber-bullying, discrimination, harassment, intimidation, hazing, or any other victimization of students, based on any actual or perceived traits or characteristics, are prohibited.¹

This policy shall be disseminated annually to all school staff, students, and parent(s)/guardian(s).² This policy shall cover employees, employees' behaviors, students, and students' behaviors while on school property, at any school-sponsored activity, on school-provided equipment or transportation, or at any official school bus stop. If the act takes place off of school property or outside of a school-sponsored activity, this policy is in effect if the conduct is directed specifically at a student and has the effect of creating a hostile educational environment or otherwise creating a substantial disruption to the education environment or learning process.

The principal/designee is responsible for educating and training respective staff and students as to the definition and recognition of discrimination/harassment.³

The Director of Schools shall develop forms and procedures to ensure compliance with the requirements of this policy and state law.

DEFINITIONS⁴

“Bullying/Intimidation/Harassment” is an act that substantially interferes with a student’s educational benefits, opportunities, or performance, and the act has the effect of:

1. Physically harming a student or damaging a student’s property;
2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student’s property;
3. Causing emotional distress to a student; or
4. Creating a hostile educational environment.

Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class (race, nationality, origin, color, sex, age, disability, religion) that is severe, pervasive, or persistent and creates a hostile environment.

“Cyber-bullying” is a form of bullying undertaken through the use of electronic devices. Electronic devices include, but are not limited to, telephones, cellular phones or other wireless telecommunication devices, text messaging, emails, social networking sites, instant messaging, videos, web sites, or fake profiles.

“Hazing” is an intentional or reckless act by a student or group of students that is directed against any other student(s) that endangers the mental or physical health or safety of the student(s) or that induces or coerces a student to endanger his/her mental or physical health or safety. Coaches and other employees of the school district shall not encourage, permit, condone, or tolerate hazing activities.⁵

Hazing does not include customary athletic events or similar contests or competitions and is limited to those actions taken and situations created in connection with initiation into or affiliation with any organization.

COMPLAINTS AND INVESTIGATIONS

Any individual who has knowledge of behaviors that may constitute a violation of this policy shall promptly report such information to the principal/designee.⁶

While reports may be made anonymously, an individual's need for confidentiality shall be balanced with obligations to cooperate with police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough investigation, or to take necessary actions to resolve a complaint. The identity of parties and witnesses may be disclosed in appropriate circumstances to individuals with a need to know.

The principal/designee at each school shall be responsible for investigating and resolving complaints. Once a report is received, the principal/designee shall initiate an investigation within forty-eight (48) hours of receipt of the report. If an investigation is not initiated within forty-eight (48) hours, the principal/designee shall provide the Director of Schools with appropriate documentation detailing the reasons why the investigation was not initiated within the required timeframe.⁷ The principal/designee shall immediately notify the parent(s)/guardian(s) when a student is involved in an act of discrimination, harassment, intimidation, bullying, or cyber-bullying. The principal/designee shall provide information on district counseling and support services. Students involved in an act of discrimination, harassment, intimidation, bullying, or cyber-bullying shall be referred to the appropriate school counselor by the principal/designee when deemed necessary.⁸

The principal/designee is responsible for determining whether an alleged act constitutes a violation of this policy, and such act shall be held to violate this policy when it meets one of the following conditions:

1. It places the student in reasonable fear or harm for the student's person or property;
2. It has a substantially detrimental effect on the student's physical or mental health;
3. It has the effect of substantially interfering with the student's academic performance; or
4. It has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and complete investigation of each alleged incident. All investigations shall be completed and appropriate intervention taken within twenty (20) calendar days from the receipt of the initial report.⁷ If the investigation is not complete or intervention has not taken place within twenty (20) calendar days, the principal/designee shall provide the Director of Schools with appropriate documentation detailing the reasons why the investigation has not been completed or the appropriate intervention has not taken place.⁷ Within the parameters of the federal Family Educational Rights and Privacy Act,⁹ a written report on the investigation will be delivered to all involved parties and the Director of Schools.

RESPONSE AND PREVENTION¹⁰

The principal/designee shall consider the nature and circumstances of the incident, the age of the individual, the degree of harm, previous incidences or patterns of behavior, or any other factors, as appropriate, to properly respond to each situation.

A substantiated charge against an employee shall result in disciplinary action up to and including termination. The employee may appeal this decision by contacting the Staff Attorney.

A substantiated charge against a student may result in corrective or disciplinary action up to and including suspension. The student may appeal this decision in accordance with disciplinary policies and procedures.

REPORTS

When a complaint is filed alleging a violation of this policy where there is physical harm or the threat of physical harm to a student or a student's property, the principal/designee of each middle school, junior high school, or high school shall report the findings and any disciplinary actions taken to the Director of Schools and the Chair of the Board.¹¹

By July 1st of each year, the Director of Schools/designee shall prepare a report of all of the bullying cases brought to the attention of school officials during the prior academic year. The report shall also indicate how the cases were resolved and/or the reasons they are still pending. This report shall be presented to the Board at its regular July meeting, and it shall be submitted to the state department of education by August 1st.¹²

RETALIATION AND FALSE ACCUSATIONS

Retaliation against any person who reports or assists in any investigation of an act alleged in this policy is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation shall be determined by the principal/designee after consideration of the nature, severity, and circumstances of the act.¹³

False accusations accusing another person of having committed an act prohibited under this policy are prohibited. The consequences and appropriate remedial action for a person found to have falsely accused another may range from positive behavioral interventions up to and including expulsion.¹⁴

Legal References

1. TCA 49-6-4503(a), (b)(3)
2. TCA 49-6-4503(b)(11)
3. TCA 49-6-4503(b)(12)
4. TCA 49-5-503(b)(2), (13)
5. TCA 49-2-120
6. TCA 49-6-4503(b)(5)
7. TCA 49-6-4503(b)(6)
8. TCA 49-6-4503(b)(14)
9. 20 USCA § 1232g
10. TCA 49-6-4503(b)(4), (7)-(8)
11. TCA 49-6-4503(d)(3)
12. TCA 49-6-4503(c)(2)(B)
13. TCA 49-6-4503(b)(9)
14. TCA 49-6-4503(b)(10)
15. 20 USCA §§ 1681 to 1686

Cross References

Appeals to and Appearances Before the Board 1.404
Section 504 and ADA Grievance Procedures 1.802
Staff-Student Relations 5.610
Student Goals 6.100
Title IX & Sexual Harassment 6.3041
Student Complaints and Grievances 6.305
Code of Conduct 6.300
Child Abuse and Neglect 6.409
Student Suicide Prevention 6.415

Rutherford County Board of Education

| | | | |
|--|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in March | Descriptor Term: Alternative Education | Descriptor Code: 6.319 | Issued Date: 06/01/18 |
| | | Rescinds: 6.319 | Issued: 01/15/09 |

1 *General*¹

2 The Board shall operate an alternative school and/or program for students in grades seven through
3 twelve (7-12) who have been suspended or expelled from the regular school program. Additional
4 grades may also be served at the election of the Board.

5 An alternative school is a short-term intervention program designed to provide educational services
6 outside the regular school program for students who have been suspended or expelled. The alternative
7 school is located in a separate facility from the regular school program.

8 An alternative program is a short-term intervention program designed to provide educational services
9 outside the regular school program for students who have been suspended or expelled. Alternative
10 programs may be located within the regular school or be a self-contained program within a school.
11 Alternative programs shall include, but are not limited to, the following: in-school suspension, night
12 school, Saturday school, school-specific programs, etc.

13 The alternative school and/or program shall be operated in accordance with state laws and the rules of
14 the State Board of Education, and instruction shall proceed as nearly as practicable in accordance with
15 the instructional program at the student's regular school. The Director of Schools shall develop
16 procedures that provide appropriate educational opportunities for all students assigned to the
17 alternative school or program. These educational opportunities shall adhere to Tennessee's academic
18 standards.²

19 **ASSIGNMENT**

20 Students who have been suspended for more than ten (10) days or expelled shall be assigned to the
21 alternative school or program if there is staff and space available.³ Availability of staff and space shall
22 be determined at the time the disciplinary decision is rendered. The Director of Schools/designee shall
23 make this determination by evaluating factors including, but not limited to, the following:

24 1. Level of supervision available;

25
26 2. Safety considerations; and

27
28 3. Type of infraction.

29 Students who have committed zero tolerance offenses are not required to be assigned to alternative
30 schools or programs.⁴

Prior to the assignment of the student to the alternative school or program, the Director of Schools/designee shall provide written notice to the student's parent/guardian stating the reason for the student's placement.⁵

Placement in an alternative education setting shall be reserved for students who significantly disrupt the educational process. If a student has an active Individualized Education Plan, a 504 plan, or is suspected of having a disability, all state and federal laws and rules and regulations related to special education shall be followed. The Director of Schools/designee shall develop procedures regarding placement of students in the program, taking into consideration the impact of exclusionary discipline practices.⁶

The Director of Schools/designee shall monitor and regularly evaluate the academic progress of each student enrolled in the alternative school.

REMOVAL⁷

A student may be removed from the alternative school or program if:

1. He/she violates the rules of the alternative school or program; or
2. He/she is not benefitting from the assignment and all interventions have been exhausted unsuccessfully.

ADDITIONAL OFFENSES⁸

Any new disciplinary offense committed during a student's original suspension or expulsion period shall be treated as a new and separate offense. These offenses shall not constitute an extension of the original suspension or expulsion.

TRANSITION PLAN⁹

The Director of Schools/designee shall develop procedures regarding the implementation of transition plans for the integration of students assigned to the alternative school.

Legal References

1. TCA 49-6-3402(a); Public Acts of 2020, Chapter No. 603; TRR/MS 0520-01-02-.09
2. TRR/MS 0520-01-02-.09(9)(a)
3. Public Acts of 2020, Chapter No. 603
4. Public Acts of 2020, Chapter No. 603; TRR/MS 0520-01-02-.09(6)(a)
5. TRR/MS 0520-01-02-.09(9)(i)
6. TRR/MS 0520-01-02-.09(9)(h)
7. Public Acts of 2020, Chapter No. 603
8. TRR/MS 0520-01-02-.09(9)(g)(2)
9. TRR/MS 0520-01-02-.09(m)

Cross References

Special Education 4.202
Suspension 6.316
Student Disciplinary Hearing Authority 6.317
Special Education Students 6.500

Rutherford County Board of Education

| | | | |
|--|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in April | Descriptor Term: Homeless Students | Descriptor Code: 6.503 | Issued Date: 08/16/17 |
| | | Rescinds: 6.502 | Issued: 08/13/15 |

Under federal law, homeless children must have access to an appropriate public education, including preschool, and be given a full opportunity to meet state and local achievement standards. They must be included in state and district-wide assessments and accountability systems.¹

Information regarding this policy will be included in the Rutherford County Student Handbook which will be distributed and/or available online to all students annually and upon enrollment. Information about the rights of homeless children and youth will be posted in every school in the system as well as other places where homeless children and families receive services.

A. Definitions

Homeless children and youth means children and youth who are otherwise legally entitled to or eligible for a free public education, including preschool, and who lack a fixed, regular, and adequate nighttime residence, including:

- Children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, campgrounds, or trailer parks due to lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; or awaiting foster care placement.
- Children and youth who have a primary nighttime residence that is a private or public place not designed for or ordinarily used as regular sleeping accommodation for human beings.
- Children and youth who are living in a car, public space, abandoned building, substandard housing, bus or train station, or similar setting.
- Migratory children and youth who are living in a situation described above.

A child or youth shall be considered to be homeless for as long as he or she is in living situation described that is not fixed, regular, and adequate. Eligibility for McKinney-Vento services will be evaluated at the beginning of every school year.

Unaccompanied youth means a youth not in the physical custody of a parent or guardian, who is also living in a homeless situation as defined above.

Enroll and enrollment mean attending school and participating fully in school activities.

Parent means a person having legal or physical custody of a child or youth.

School of origin means the school the child or youth attended when permanently housed, or the last school attended. This includes the designated receiving school at the next grade level for all feeder schools when a student completes the final grade level served by the school of origin. Preschools are also considered school of origin when they establish a feeder school pattern.

Liaison is the staff person designated by the Rutherford County School System as the person responsible for carrying out the duties assigned to the liaison by the McKinney-Vento Act. The liaison is to assist homeless children and youth to enroll and succeed in school and ensure that homeless children and families receive educational services for which they are eligible, including Head Start and Even Start programs, preschool programs (if offered to other), and referrals to health care, dental, mental health and other appropriate services. Each school shall also designate a person to serve as the homeless contact person who shall assist in carrying out this policy within the school.

B. Identification

In collaboration with school personnel and community organizations, the liaison designated for the school system will identify homeless children in the district, both in and out of school. The liaison will train school personnel on possible indicators of homelessness, sensitivity in identifying homeless families and youth, and procedures for forwarding information indicating homelessness to the liaison. The liaison will also instruct school registrars and secretaries to inquire about possible homelessness upon the enrollment in school. Community partners in identification may include the following: family and youth shelters, soup kitchens, motels, campgrounds, drop-in centers, welfare departments and other social service agencies, street outreach teams, faith-based organizations, truancy and attendance officers, local homeless coalitions, and legal services.

When enrolling students, all families must complete the Student Residency Questionnaire prior to being provided with an affidavit and/or prior to being denied enrollment for any other requirements for proof of residency.

C. School Selection

Each homeless child has the right to remain at his or her school of origin or to attend the school for which the child is zoned based upon where the child is actually living. Maintaining a student in his or her school of origin is important for both the student and our district. Therefore, in determining the school that is in the child's or youth's best interest to attend, school personnel must presume that staying in the school of origin is in the child's or youth's best interest unless it is against the wishes of the parent, guardian, or unaccompanied homeless youth. Student-centered factors must be considered, including factors related to the impact of mobility on the achievement, education, health, and safety of the student. Students may remain at their schools of origin the entire time they are homeless and until the end of any academic year in which they acquire stable housing. The same applies if a child or youth loses his or her housing between academic years.

In determining what is in the child's best interest, the school system will within parameters set forth by the McKinney-Vento Act comply with the request made by a parent or guardian or unaccompanied youth regarding school selection. If a school decides not to allow the child to enroll at the school selected by the parent, guardian, or unaccompanied youth, the school will provide a written explanation of the school's decision to the parent, guardian, or unaccompanied youth. The written explanation must also

inform the parent or guardian of his/her right to appeal the decision. The parent or guardian, or unaccompanied youth shall be referred to the liaison who shall carry out the dispute resolution process.

D. Enrollment

Consistent, uninterrupted education is vital for academic achievement. Due to the realities of homelessness and mobility, homeless students may not have school enrollment documents readily available. Nonetheless, the school selected for enrollment must immediately enroll any homeless child. Enrollment may not be denied or delayed due to the lack of any document normally required for enrollment, including:

- Proof of residency, including residency affidavit
- Transcripts/school records (The enrolling school must contact the student's previous school to obtain school records. Initial placement of students whose records are not immediately available can be made based on the student's age and information gathered from the student, parent, and previous schools or teachers.)
- Immunizations or immunization/health/medical/physical records. Health records may often be obtained from previous schools or state registries, and school- or community-based clinics can initiate immunizations when needed. Students coming from areas where natural disasters have occurred may never be able to provide immunization records, but it should be assumed that they had the immunizations necessary to attend public school in their state.
- Proof of custody or guardianship
- Birth certificate
- Any other document requirements
- Unpaid school fees
- Lack of uniforms or clothing that conforms to dress codes
- Missing application or enrollment deadlines during any period of homelessness
- Any factor related to the student's living situation

Homeless unaccompanied youth must also be immediately enrolled in school. They must either enroll themselves or be enrolled by a parent, non-parent caretaker, older sibling, or liaison.

The school at which the homeless student enrolls shall immediately contact the last school attended to obtain academic or relevant records. If the child needs immunizations or medical records, the school shall contact the liaison. The liaison shall assist in obtaining immunizations or medical records, as necessary.

E. Transportation

Without appropriate transportation, a student may not be able to continue attending his or her school of origin. To avoid such forced school transfers, at a parent's, guardian's or unaccompanied youth's request, transportation shall be provided to and from the school of origin for a homeless child. Transportation shall be provided for the entire time the child or youth has a right to attend that school, as defined above, including during pending disputes. The liaison shall request transportation to and from the school of origin for unaccompanied youth.

Schools contacts and the liaison shall assist in arranging transportation requests. If a homeless student is living and attending school in this district, the Rutherford County School System shall arrange transportation. If the homeless student is living in this district but attending school in another, or attending school in this district but living in another, the Rutherford County School System will seek a shared reimbursement of transportation expenses from the other school district or, if applicable, be financially responsible for a portion of the other school district's expenses in transporting the homeless student. Inter-district disputes shall not result in a student in transition missing school. If such a dispute arises, this district will arrange transportation and immediately bring the matter to the attention of the State Coordinator for the Education of Homeless Children and Youth.

Homeless students shall also be provided with other transportation services comparable to those offered to housed students.

F. Services

All homeless children and youth in Rutherford County schools will be enrolled and receive instruction in the same schools and classrooms as all other students enrolled. They will not be isolated or stigmatized by any activities of the school system. Homeless children shall be provided appropriate services comparable to services offered to other students in the school, including:

- Transportation
- Title I
- Educational services for which the student meets eligibility criteria, including special education and related services and programs for English language learners.
- Vocational and technical education programs
- Gifted and talented programs
- School nutrition programs
- Before and after school care (if offered and available to others)

The Rutherford County School System will follow state procedures to ensure that homeless children and youth who are out of school are identified and accorded equal access to appropriate secondary education and support services. School personnel shall refer homeless children to appropriate health care services, including dental and mental health services. The liaison will assist the school in making such referrals, as necessary.

1 The liaison and school personnel must inform unaccompanied homeless youth of their status as
2 independent students for college financial aid and that they may obtain assistance to receive verification
3 for the FASFA.

4 School personnel must also inform parents of all educational and related opportunities available to their
5 children and provide parents with meaningful opportunities to participate in their children's education.
6 All parent information required by any provision of this policy must be provided in a form, manner, and
7 language understandable to each parent.

8 **G. Disputes**

9 If a dispute arises over any issue covered in this policy, including eligibility, the homeless student shall
10 be immediately admitted to the school in which enrollment is sought, pending final resolution of the
11 dispute. The student shall also have the right to all appropriate educational services, transportation, and
12 school nutrition programs.

13 The school where the dispute arises shall provide the parent, guardian, or unaccompanied youth with a
14 written explanation of its decision and the right to appeal and shall immediately refer the parent or youth
15 to the liaison. The liaison shall ensure the student is enrolled in the school of his or her choice, within
16 the parameters of the McKinney-Vento Act, and receiving other services to which he or she is entitled
17 and shall resolve the dispute as expeditiously as possible. The parent, guardian, or unaccompanied youth
18 shall be given every opportunity to participate meaningfully in the resolution of the dispute. The liaison
19 shall keep records of all disputes in order to determine whether particular issues or schools are repeatedly
20 delaying or denying the enrollment of children and youth in transition.

21 The parent, guardian or unaccompanied youth, or school district may appeal the liaison's decision as
22 provided in the state's dispute resolution process.

23 **H. Free Meals**

24 To help ensure that children and youth in transition are available for learning, the U.S. Department of
25 Agriculture has determined that all homeless children are automatically eligible for free meals. On the
26 day a homeless child enrolls in school, the enrolling school must submit the student's name to the food
27 services office.

28 **I. Title I**

29 Homeless children are automatically eligible for comparable Title I services, regardless of what school
30 they attend. The Rutherford County School System shall reserve such funds as are necessary to provide
31 services comparable to those provided to Title I student to homeless children attending non-participating
32 schools. The amount reserved shall be determined by a formula based upon the per-pupil Title I
33 expenditure and developed jointly with the liaison and the Title I director. Reserved funds will be used
34 to provide education-related support services to homeless children.

35 Our district's Title I plan will be coordinated with our McKinney-Vento services, through collaboration
36 between the Title I director and the liaison. Homeless children shall be assessed, reported on, and
37 included in accountability systems, as required by federal law and U.S. Department of Education
38 regulations and guidance.

J. Training

The school system liaison will conduct training and awareness activities for the appropriate school system employees. The training and activities will be designed to increase staff awareness of homelessness, facilitate identification and immediate enrollment, ensure compliance with this policy, and increase sensitivity to homeless children and youth. The liaison shall also obtain from every school the name and contact information of a building contact person for homeless education. The building-level contact will lead and coordinate their schools' compliance with this policy and the McKinney-Vento Act, and will receive training from the district liaison at least annually.

K Coordination

The Rutherford County School System and its liaison shall coordinate with and seek support from the State Coordinator for the Education of Homeless Children, local social service agencies and other agencies or programs providing services to homeless children and families in order to eliminate barriers to the identification, enrollment, attendance and academic success of homeless children and youth.

L Pre-school

Homeless children between the ages three (3) and five (5) before August 15 who also have disabilities will be referred for pre-school services under the Individuals with Disabilities Education Act (IDEA). Homeless children with disabilities under age three (3) will be referred for at-risk services under Part C of IDEA and screened to determine if referrals for additional Part C services are appropriate. The liaison will collaborate with Head Start and Even Start programs and other pre-school programs within the district to ensure that children in transition can access those programs.

M. Privacy

Schools must treat information about a homeless child's or youth's living situation as a student education record, subject to all the protections of the Family Educational Rights and Privacy Act (FERPA).

Legal References

1. McKinney-Vento Education Assistance Improvements Act of 2001, Part C, § 721

Cross References

Student Transportation 3.400
Parental Involvement 4.502
Promotion and Retention 4.603
School Admissions 6.203
Migrant Students 6.504

Rutherford County Board of Education

| | | | |
|--|---|----------------------------------|--------------|
| Monitoring: Review: Annually, in September | Descriptor Term: Threat Assessment Team | Descriptor Code: 3.204 | Issued Date: |
| | | Rescinds: | Issued: |

1 General¹

2 A District-level threat assessment team shall be created within the school district to develop District-
3 wide intervention-based approaches to prevent violence, manage reports of potential threats, and create
4 a system that fosters a safe, supportive, and effective school environment. The Director of Schools
5 shall appoint the members of the threat assessment team.

6 The Director of Schools shall develop administrative procedures regarding the training and operations
7 of the team to comply with state law and State Board of Education rules and regulations.

8 TEAM MEETINGS

9 All threat assessment team meetings shall be closed to the public.²

10 RECORDKEEPING³

11 The team shall document all substantive behaviors and incidents deemed to pose a risk to school
12 safety, or that resulted in intervention, and shall provide the information to the Director of Schools as
13 needed but no less than on a quarterly basis.

14 A report of the activities of the threat assessment team will be compiled and shared with the Board on
15 a quarterly basis.

16 Documents produced or obtained regarding these assessment activities will not be open for public
17 inspection.

Legal References

1. TCA 49-6-2701 *et seq.*
2. TCA 49-6-2701(f)
3. TCA 49-6-2702(g); TCA 49-6-2702

Cross References

School District Records 1.407
Safety 3.201
Security 3.205
Student Records 6.600

Rutherford County Board of Education

| | | | |
|---|--|----------------------------------|--------------|
| Monitoring: Review: Annually, in November | Descriptor Term: Enrollment in College Level Courses | Descriptor Code: 4.205 | Issued Date: |
| | | Rescinds: | Issued: |

1 *General*

2 Students who successfully complete college level courses aligned to a graduation requirement course
3 shall receive high school credit.¹

4 These courses may be offered at the high school,² postsecondary institution, or online. If not offered on
5 the high school campus, the Board shall not be responsible for transportation. Any tuition or fees due to
6 enrollment in college level courses are the responsibility of the parent(s)/guardian(s).

7 Grades earned in such college level courses shall be used to determine class rank, grade point average,
8 and class valedictorian or salutatorian.

9 **DUAL ENROLLMENT**

10 Students may earn credit by enrolling in a postsecondary institution and taking college level courses.
11 Students who take and pass dual enrollment courses at a postsecondary institution shall have their
12 postsecondary credits accepted for high school credit as a substitution for an aligned graduation
13 requirement course.³

Legal References

1. TRR/MS 0520-01-03-.03(8)
2. TRR/MS 0520-01-03-.03(8)(b)
3. TRR/MS 0520-01-03-.03(8)(a)

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
RUTHERFORD COUNTY RCS
AND THE
GREATER NASHVILLE REGIONAL COUNCIL
CONTRACT # FEMA 21-01**

This Contract, by and between Rutherford County Schools ("RCS") and the Greater Nashville Regional Council ("GNRC"), is for the provision of Grant Writing and Administration for the COVID-19 FEMA Declared Disaster Reimbursement Project, as further defined in the "SCOPE". RCS, and GNRC may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

BACKGROUND

The RCS has requested the assistance of GNRC for performing certain administrative functions as more specifically provided in the Scope of Services. The GNRC is the regional planning and economic development agency for the thirteen (13) counties and fifty-two (52) cities of the upper Middle Tennessee area. The GNRC provides assistance to counties, municipalities, metropolitan governments, and other organizations within the service area with administrative and land use planning services. The GNRC has agreed to assist the RCS with certain administrative functions described below. The RCS and the GNRC intend for this Contract to govern each of their rights and obligations with respect to such engagement.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, and intending to be legally bound hereby, the parties contract and agree as follows:

A. SCOPE OF SERVICES:

GNRC RESPONSIBILITIES

- A.1. Review existing documentation representative of initial response to COVID-19 related activities.
- A.2. Meet with school representatives to document facts and timelines related to work completed during initial response to COVID-19 related activities.
- A.3. Draft narrative based on information collected during review of documentation and meeting(s).
- A.4. Work directly with representative(s) from school system to complete FEMA grant application for reimbursement of operating expenses incurred during initial response to COVID-19 related.
- A.5. Respond, as requested, to further assist in answering questions from FEMA or other related agencies throughout the application review and approval process.
- A.6. Provide guidance for ongoing tasks, related to COVID-19 mitigation, that may be eligible for funding through the duration of the extended emergency order related to the ongoing pandemic

RCS RESPONSIBILITIES

- A.7. The RCS will provide to the GNRC complete and full information required and necessary for the GNRC to fulfill the Scope of Services. The RCS shall:
 - (1.) Bear all costs incidental to compliance with the requirements of this Project.
 - (2.) Designate, in writing, a person to act as the RCS's local representative.
 - (3.) Provide the GNRC with all available information that is pertinent to the Project.

- (4.) Guarantee access to the Project site and make all provisions for the GNRC to enter upon public and private lands as required to perform surveys, inspections, or other work essential to the development of the Project.
- (5.) Give thorough consideration to any document presented by the GNRC, and inform the GNRC of all decisions within a reasonable time so as not to delay the timely completion of this Project.
- (6.) Hold promptly all required special meetings, serve all public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project and pay all incidental costs.
- (7.) Furnish approvals and permits from all government authorities having jurisdiction over the Project, and any approvals and consents from others necessary for the completion of the Project.
- (8.) Comply with all applicable federal, state, and local laws and regulations that relate to this Project.

B. TERM OF CONTRACT:

The parties agree that this Contract will be effective for the period beginning on September 1, 2020 ("Effective Date") and ending on September 30, 2021 ("Term"). Neither party will have any obligation to the other for fulfillment of the Contract outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event will the maximum liability of the RCS under this Contract exceed TEN THOUSAND DOLLARS AND 00/100 (\$10,000) ("Maximum Liability"). This Contract does not grant the GNRC any exclusive rights. The RCS does not guarantee that it will buy any minimum quantity of services under this Contract.
- C.2. Invoice Procedure. The GNRC will submit to the RCS for payment an invoice along with a progress report on work undertaken or accomplished in fulfilling the "Scope of Services." The amount of payment requested in each invoice shall be based on actual and documented costs incurred by GNRC to include direct salaries and fringe and allowable indirect costs based on GNRC's approved indirect cost allocation plan. Invoices and progress reports made by the GNRC to the RCS will be submitted to the party identified in D.2.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. Neither party is bound by this Contract until it is signed by the contracting parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and bylaws of the contracting parties.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, will be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

RUTHERFORD COUNTY SCHOOLS:

DOUG BODARY

ASSISTANT SUPERINTENDENT, BUDGET & FINANCE
RURTERFORD COUNTY SCHOOLS
2240 SOUTHPARK DRIVE
MURFREESBORO, TN 37128
BODARYD@RCSCHOOLS.NET
TELEPHONE #: 615-893-5812 (EXT. 22026)

THE GNRC:

MICHAEL SKIPPER, AICP; EXECUTIVE DIRECTOR
GREATER NASHVILLE REGIONAL COUNCIL
220 ATHENS WAY, SUITE 200
NASHVILLE, TN 37228
EMAIL: MSKIPPER@GNRC.ORG
PHONE # 615-862-8828
FAX # 615-862-8840

AND

REBECCA CALDWELL
220 ATHENS WAY, SUITE 200
NASHVILLE, TN 37228
EMAIL: RCALDWELL@GNRC.ORG
PHONE # 615-891-5867
FAX # 615-862-8840

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties to this Contract and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and the bylaws of the Contracting parties.
- D.4. Termination for Convenience. Either party may terminate this Contract for convenience without cause for any reason. A termination for convenience will not be deemed a breach of contract by either party. The RCS will give the GNRC at least thirty (30) days written notice before the termination date. If the GNRC terminates this Contract for convenience, it will provide the RCS with thirty (30) days written notice, and will provide the RCS with any outstanding deliverables and records prior to the termination and prior to receiving final payment from the RCS. The Contractor will be entitled to compensation for satisfactory, authorized service completed as of the termination date. In no event will the RCS be liable to the GNRC for compensation for any service which has not been satisfactorily performed by the GNRC.
- D.5. Termination for Cause. If either party fails to properly perform its obligations under this Contract in a timely or proper manner, or if either party violates any terms of this Contract ('Breach Condition'), either party will have the right to immediately terminate the Contract. The RCS will withhold payments in excess of compensation for completed services.
- D.6. Assignment and Subcontracting. The GNRC will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the RCS. Notwithstanding any use of the approved subcontractors, the GNRC will be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The RCS reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the GNRC's obligations under this Contract.

- D.7. Conflicts of Interest. The GNRC warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the RCS as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the GNRC in connection with any work contemplated or performed relative to this Contract.
- D.8. Nondiscrimination. The GNRC hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the GNRC on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or state law. The GNRC will, upon request, show proof of nondiscrimination and will post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Records. The GNRC will maintain documentation for all charges under this Contract. The books, records, and documents of the GNRC, for work performed or money received under this Contract, will be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the RCS, the Department of Economic and Community Development, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The GNRC's activities conducted and records maintained pursuant to this Contract will be subject to monitoring and evaluation by the RCS, the Department of Economic and Community Development, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The GNRC will submit brief, periodic, progress reports to the RCS as requested.
- D.12. Strict Performance. Failure by any party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.
- D.13. Independent Contractor. The parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. The parties to this Contract are independent contracting entities. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party are not the employees or agents of the other party. The RCS will not provide GNRC with office space, desks, equipment or supplies.
- The GNRC, being an independent contractor and not an employee of the RCS, agrees to carry adequate public liability and other appropriate forms of insurance, including worker's compensation insurance on its employees when required by law, and to pay all applicable taxes incident to this Contract.
- D.14. Limitation of Liability. Neither party will have any liability except as specifically provided in this Contract.
- D.15. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-

35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the GNRC agrees that if it is later determined that the true nature of the working relationship between the GNRC and the RCS under this Contract is that of "employee/employer" and not that of an independent contractor, the member of TCRS may be required to repay to TCRS the amount of retirement benefits the member received from TCRS during the Term.

- D.16. Tennessee Department of Revenue Registration. The GNRC will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.17. Debarment and Suspension. The GNRC certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The GNRC will provide immediate written notice to the RCS if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- D.18. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.19. State and Federal Compliance. The GNRC will comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.20. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The GNRC agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract.
- D.21. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.22. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.

- D.23. Headings. Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.
- D.24. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the GNRC's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with attachments.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions will control.
- E.2. Subject to Funds Availability. The RCS reserves the right to terminate the Contract upon written notice to the GNRC. Said termination will not be deemed a breach of Contract by the RCS. Upon receipt of the written notice, the GNRC will cease all work associated with the Contract. If the RCS terminates this Contract due to a lack of funds availability, the GNRC will be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information will be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the RCS or acquired by the GNRC on behalf of the RCS that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section will permit GNRC to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the RCS or third parties. Confidential Information will not be disclosed except as required or permitted under state or federal law. The GNRC will take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section will survive the termination of this Contract.

- E.4. Public Accountability. If the GNRC is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the GNRC on behalf of the RCS, the GNRC agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor will also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign will be of the form prescribed by the Comptroller of the Treasury.

- E.5. Lobbying. The GNRC certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the GNRC will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, *U.S. Code*.

- E.6. Insurance. The GNRC will carry adequate liability and other appropriate forms of insurance, including worker compensation insurance when required by law.
- E.7. Ownership of Work Product/Assignment of Product Rights. All work performed by GNRC under this Contract is work made for hire and is the property of the RCS. All work products including but not limited to forms, legal documents, information materials, reports, background check documentation, text, and exhibits produced by GNRC in the performance of this Contract are owned by the RCS and, on completion or termination of the Contract, GNRC must deliver these materials to the RCS.

[remainder of this page left blank]

IN WITNESS WHEREOF,

RUTHERFORD COUNTY SCHOOLS

BILL SPURLOCK, DIRECTOR OF SCHOOLS

DATE

GREATER NASHVILLE REGIONAL COUNCIL:

ANTHONY HOLT, PRESIDENT

DATE

| Capital Projects Carry Over to 2020/2021 | | | | | | | | | |
|--|-----------------------------|--------|--------------|---------------------|--------------|------------|--------------|--|--|
| | | Amount | | Account | | | | | |
| CP | Vendor | | | 321 | 335 | 399 | Total | | |
| 10372 | Pinnacle | | 39,026.30 | | 39,026.30 | | | | |
| 10409 | Sessions | | 114,829.90 | | | 114,829.90 | | | |
| 10415 | ACT | | 8,266.00 | | 8,266.00 | | | | |
| 10416 | Building Systems Technology | | 21,450.00 | | 21,450.00 | | | | |
| 10417 | Building Systems Technology | | 1,460.00 | | 1,460.00 | | | | |
| 10419 | ACT | | 3,582.80 | | 3,582.80 | | | | |
| 10423 | SEC | | 8,650.00 | 8,650.00 | | | | | |
| 10424 | Harpeth | | 14,750.32 | 14,750.32 | | | | | |
| 10426 | SEC | | 575.00 | 575.00 | | | | | |
| 10431 | Maynard | | 7,000.00 | | 7,000.00 | | | | |
| 10432 | Maynard | | 6,465.00 | | 6,465.00 | | | | |
| 10442 | Fieldturf | | 176,988.37 | | 176,988.37 | | | | |
| 10455 | Praters | | 14,780.25 | | 14,780.25 | | | | |
| 10456 | Pinnacle | | 98,615.45 | | 98,615.45 | | | | |
| 10466 | Isenhour | | 186,267.16 | | 186,267.16 | | | | |
| 10475 | Four Seasons | | 1,592,572.08 | | 1,592,572.08 | | | | |
| Total as of 6/30/2020 | | | 2,295,278.63 | 23,975.32 | 2,156,473.41 | 114,829.90 | 2,295,278.63 | | |
| <p>Each July 1 outstanding purchase orders in this fund are liquidated. The funds go to fund balance which in this fund is account 34685, Committed for Capital Projects. These purchase orders are for projects that had not been 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 \$2,295,278.63 in funds to re-budget.</p> <p>Recommended motion – to amend the 2020/21 Capital Projects Budget, Fund 177, by reducing account 34685, Committed for Capital Projects by \$2,295,278.63 and by increasing Engineering Services, account 91300-321, Maintenance and Repair Services – Buildings, account 91300-335; and Other Contracted Services, 91300-399 for a combined total of the same \$2,295,278.63 as presented.</p> | | | | | | | | | |
| Approved by Rutherford County Board of Education 8/11/2020 | | | | | | | | | |
| Bill C. Spurlock, Director of Schools | | | | Jim Estes, Chairman | | | | | |

| Rutherford County Schools | | | | | 8/11/2020 |
|---|--|----------------|---------------------|-----------|-----------------------------|
| 2020/21 Fund 177 Budget Amendment | | | | | |
| | | 2020/21 | | | 2016/17 |
| | | Opening Budget | Increases | Decreases | Budget after this Amendment |
| 34685 | Comm for Capital Proj. | 10,687,324 | - | 125,800 | 10,561,524 |
| 34685 | Comm for Capital Proj. | 10,687,324 | | | 10,561,524 |
| | | | - | 125,800 | |
| Revenues: | | | | | |
| 40110 | Current Property Tax | 7,161,010 | | | 7,161,010 |
| 40120 | Trustee's Collect. - Prior Year | 64,200 | | | 64,200 |
| 40130 | Clerk & Master Collections | 39,370 | | | 39,370 |
| 40140 | Interest & Penalty | 13,520 | | | 13,520 |
| 40150 | Pick-Up Taxes | 8,450 | | | 8,450 |
| 40161 | Pay in Lieu of Taxes - TVA | 516 | | | 516 |
| 40162 | Pay in Lieu of Taxes - Local Utilities | | | | |
| Total County Property Taxes | | 7,287,066 | - | - | 7,287,066 |
| 40270 | Business Tax | 196,000 | | | 196,000 |
| Total Local Taxes | | 7,483,066 | | | 7,483,066 |
| Total Revenue & Operating Transfers | | 7,483,066 | | | 7,483,066 |
| 72310-510 | Trustee's Commission: | | | | |
| | Property Tax | 160,000 | | | 160,000 |
| | Other Local | | | | |
| | | 160,000 | | | 160,000 |
| 91300 | Education Capital Projects | | | | |
| 304 | Architects | - | | | - |
| 321 | Engineering Services | - | | | - |
| 335 | Maint. & Repair Serv. - Bldgs. | 7,323,066 | 125,800 | | 7,448,866 |
| 399 | Other Contracted Services | - | | | - |
| 711 | Furniture & Fixtures | - | | | - |
| 722 | Regular Instruction Equipment | - | | | - |
| 91300 | Education Capital Projects | 7,323,066 | 125,800 | - | 7,448,866 |
| Total Expenditures | | 7,483,066 | | | 7,608,866 |
| Last Fiscal Year (FY 19-20) the Board and Commission approved and allocated funding for the Daniel McKee School Sewer Tie-In as an approved project to remove this school from a sub-standard septic system. With a long turn around time in environmental permitting and planning, this project was delayed, and a final bid was awarded after the unexpended expenditure budget was closed out to fund balance. This amendment moves funding for this prior approved project from fund balance to the proper expenditure line item. | | | | | |
| Recommended motion – To decrease fund balance and increase expenditure line items in Fund 177 as presented to budget for the Daniel McKee Sewer Tie-In project. | | | | | |
| Approved by Rutherford County Board of Education 8/11/2020 | | | | | |
| Bill C. Spurlock, Director of Schools | | | Jim Estes, Chairman | | |

Rutherford County Schools
Account Changes per State

| Fund 141 - General Purpose School | | | | | | | |
|--|--------|----------------------------|--------------------|--------------------|-----------------|----------------|--------------------|
| Function | Object | | 2021 Budget | Amended Budget | Account changes | | Amended Budget |
| | | | | | Decreases | Increases | |
| 46511 | | Basic Education Program | 236,028,000 | 236,028,000 | 95,000 | | 235,933,000 |
| 46512 | | BEP - IEA | 15,000 | 15,000 | | 95,000 | 110,000 |
| 46590 | | Other State Funds | 183,715 | 183,715 | 183,715 | | - |
| 46981 | | Safe Schools | - | - | | 183,715 | 183,715 |
| Total Revenue & Operating Transfers | | | 406,690,054 | 406,690,054 | 278,715 | 278,715 | 406,690,054 |
| | | | - | | | | |
| Function | Object | | 2021 Budget | Amended Budget | Increases | Decreases | Amended Budget |
| 71200 | 116 | Teachers-spec ed | 14,491,891 | 14,491,891 | | 49,000 | 14,442,891 |
| 71200 | 128 | Teachers-homebound | - | - | 49,000 | | 49,000 |
| 71200 | 312 | Contracts w/ Oth. Agencies | 1,361,050 | 1,361,050 | | 95,000 | 1,266,050 |
| 71200 | 595 | SPED IEA's - offsets 46512 | 15,000 | 15,000 | 95,000 | | 110,000 |
| 71200 Total | | | 35,150,163 | 35,150,163 | 144,000 | 144,000 | 35,150,163 |
| 72120 | 131 | Medical personnel | 3,015,924 | 3,015,924 | | 320,000 | 2,695,924 |
| 72120 | 189 | Occ/Phys therapists | 690,175 | 690,175 | | 274,728 | 415,447 |
| 72120 | 201 | Social Security | 233,287 | 233,287 | | 17,033 | 216,254 |
| 72120 | 204 | State Retirement | 366,767 | 366,767 | | 27,912 | 338,855 |
| 72120 | 207 | Medical Insurance | 631,397 | 631,397 | | 110,000 | 521,397 |
| 72120 | 212 | Employer Medicare | 54,754 | 54,754 | | 3,984 | 50,770 |
| 72120 Total | | | 5,360,657 | 5,360,657 | - | 753,657 | 4,607,000 |
| 72130 | 105 | Supervisor/Director | 184,505 | 184,505 | | 184,505 | - |
| 72130 | 189 | Other Salaries & Wages | 1,886,196 | 1,886,196 | 117,880 | | 2,004,076 |
| 72130 | 201 | Social Security | 534,264 | 534,264 | | 4,131 | 530,133 |
| 72130 | 204 | State Retirement | 823,797 | 823,797 | | 6,769 | 817,028 |
| 72130 | 207 | Medical Insurance | 1,414,148 | 1,414,148 | | 14,000 | 1,400,148 |
| 72130 | 212 | Employer Medicare | 125,391 | 125,391 | | 966 | 124,425 |
| 72130 Total | | | 12,626,430 | 12,626,430 | 117,880 | 210,371 | 12,533,939 |
| 72210 | 189 | Other Salaries & Wages | 1,513,522 | 1,513,522 | 66,625 | | 1,580,147 |
| 72210 | 201 | Social Security | 432,731 | 432,731 | 4,131 | | 436,862 |
| 72210 | 204 | State Retirement | 682,490 | 682,490 | 6,769 | | 689,259 |

Rutherford County Schools
Account Changes per State

| | | | | | | | |
|---|-----|-------------------|--------------------|--------------------|---------------------|------------------|--------------------|
| 72210 | 207 | Medical Insurance | 1,340,255 | 1,340,255 | 14,000 | | 1,354,255 |
| 72210 | 212 | Employer Medicare | 101,565 | 101,565 | 966 | | 102,531 |
| 72210 Total | | | 10,573,872 | 10,573,872 | 92,491 | - | 10,666,363 |
| 72220 | 131 | Medical personnel | - | - | 594,728 | | 594,728 |
| 72220 | 201 | Social Security | 61,444 | 61,444 | 17,033 | | 78,477 |
| 72220 | 204 | State Retirement | 94,339 | 94,339 | 27,912 | | 122,251 |
| 72220 | 207 | Medical Insurance | 174,873 | 174,873 | 110,000 | | 284,873 |
| 72220 | 212 | Employer Medicare | 14,421 | 14,421 | 3,984 | | 18,405 |
| 72220 Total | | | 1,616,345 | 1,616,345 | 753,657 | - | 2,370,002 |
| Grand Total | | | 421,721,569 | 423,221,569 | 1,108,028 | 1,108,028 | 423,221,569 |
| This amendment moves \$278,715 in already budgeted revenues and \$1,108,028 in already budgeted expenditures to the accounts prescribed by the State Department of Education as presented. This amendment has no new revenues or expenditures. | | | | | | | |
| Recommended motion – To amend the 2021 General Purpose School Budget by moving \$278,715 in already budgeted revenues and \$1,108,028 in already budgeted expenditures to the accounts prescribed by the State Department of Education as presented. | | | | | | | |
| Approved by Rutherford County Board of Education 8/11/2020 | | | | | | | |
| Bill C. Spurlock, Director of Schools | | | | | Jim Estes, Chairman | | |



Holloway High School

619 South Highland Avenue

Murfreesboro, TN 37130

Phone: (615) 890-6004

Fax: (615) 904-7508

www.hhs.rcs.k12.tn.us

Sumatra Drayton, Ed.S.
Principal

Fred Campbell III
Assistant Principal

To: The Rutherford County Schools Engineering and Construction Department

From: Sumatra Drayton, Principal of Holloway High School

Date: 07/28/2020

Dear Mr. Lee,

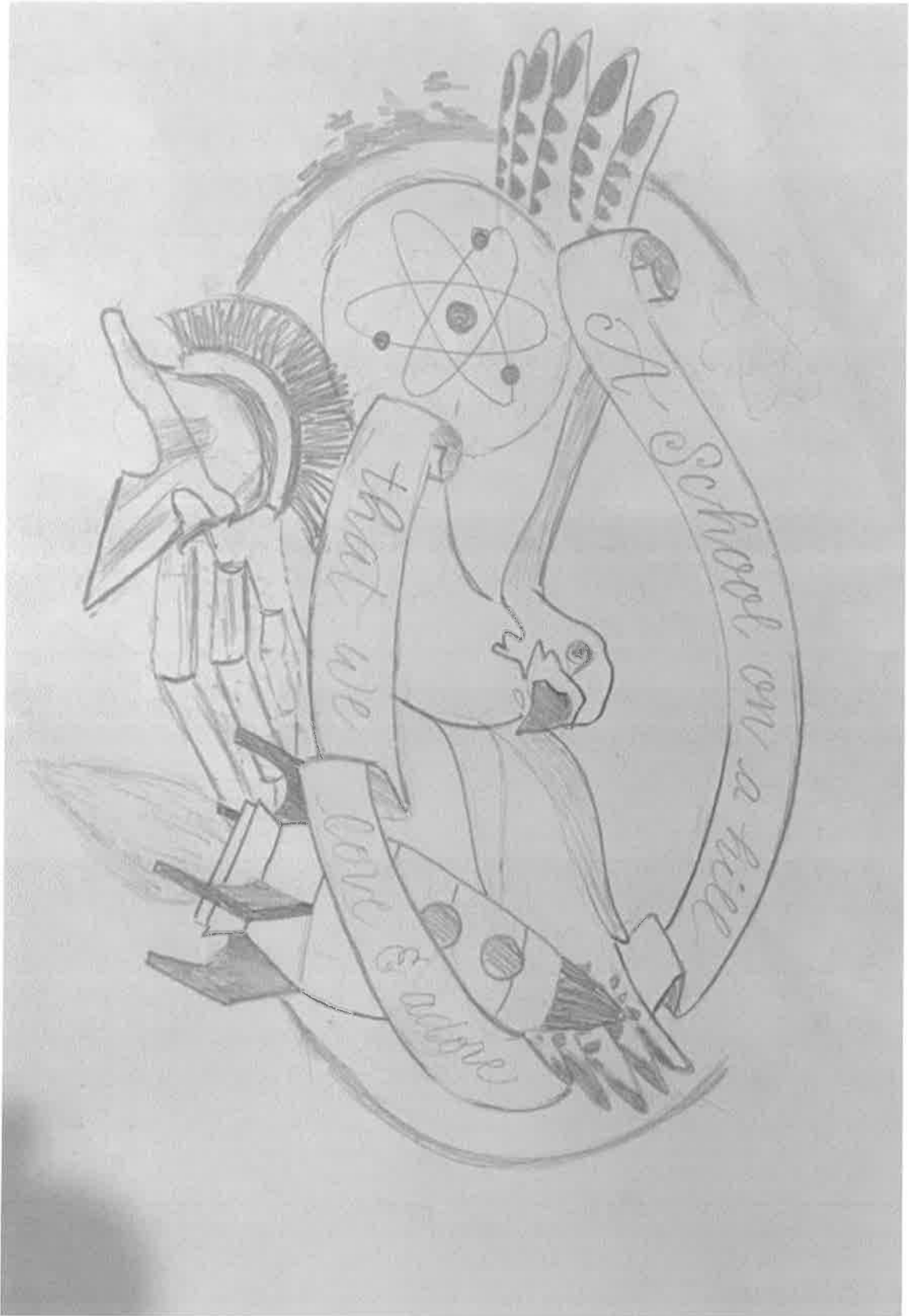
We would like to request permission for The Experience Church, one of our Stakeholders, to paint a mural on the side of our gymnasium. With this mural, we would like to honor the rich history of Holloway High School by paying tribute to the three mascots that Holloway has had through the years starting in 1928. They will also paint an additional mural of a hawk's wings spread wide on the back wall outside of our gymnasium. (This would be similar to the wings recently painted in Nashville.) The Experience Community Church will pay for the entire project and provide all supplies and services. We have had a partnership with them for several years and they are always very dependable, trustworthy, and professional. If you have any further questions or concerns, please feel free to contact me at any time.

Thank you,

Sumatra Drayton
Sumatra Drayton

Principal

Holloway High School



Rutherford County Schools

Application for Campus Construction Project

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

1. School Name Holloway High School
2. Principal Sumatra Drayton
3. Project Name Holloway Mural
4. Assistant Principal who is overseeing the project Sumatra Drayton
5. Does project support recreational sports, athletics or education? History of HHS
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.) NA
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. 0
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. It is a donation.
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? The experience church
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 NA
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? No
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? NA
15. Are plans drawn and stamped by Architect/ Engineer? NA

16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes)

Yes

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

08/15/20 - 9/15/20

18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services.

19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work?

No, Crystal O'Neal



**License for Private Utility Occupancy of State
Highway Right-of-way by Individuals or Businesses**

This license agreement is made and entered into on this _____ day of _____, 20____, by and between the State of Tennessee, acting through its Department of Transportation (hereinafter referred to as "TDOT") and _____ Rutherford County Schools (hereinafter referred to as "licensee").

WITNESSETH:

That TDOT, in consideration of a showing of necessity by the licensee to install private _____ Sanitary Sewer _____ utility facilities in State highway right-of-way, hereby grants licensee the privilege to make and maintain a utility installation to serve the property described in Exhibit A, in accordance with the provisions of this agreement and in conformity with the plans and specifications contained in Exhibit B, which exhibits are attached and constitute a part hereof.

It is understood by the parties that this license shall not be construed as a grant of any interest in and to said right-of-way, but as a privilege of occupancy by permission of TDOT to be used exclusively to provide _____ Sanitary Sewer _____ utility service to said property for an indefinite future time, when installed in accordance with said plans and specifications. Provided licensee maintains the facilities in good operating condition, licensee may continue to do so until such time as public utility facilities offering the same service become available in that location, or until such time as TDOT has a need to use the occupied area for maintenance or construction within the right-of-way, whichever comes first. If TDOT has a need to use the occupied area for maintenance or construction within the right-of-way, licensee agrees, upon being requested so to do by TDOT, to remove said appliances and facilities as promptly as the magnitude of the work to be accomplished will permit, at its own expense and without cost to TDOT, unless any requested removal should be contrary to any law of the State.

On failure of the licensee to comply with any condition or occurrence of any limitation on continuance of this license, licensee agrees to remove its facilities or discontinue their use, as TDOT directs.

IN WITNESS WHEREOF, the parties have executed this license on the day and date first above written.

Licensee

Address

BY: _____

TITLE: _____

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BY: _____
Commissioner

APPROVED AS TO FORM & LEGALITY:

BY: _____
General Counsel



Running Surety Bond

(For Utility Permits)

WHEREAS, it will be necessary, from time to time, for the _____
_____ (hereinafter the "Obligor") to locate utility facilities on and
to perform work on State highway rights-of-way within the City/County (strike one) of
_____, Tennessee, after applying for and being
granted an Application and Use and Occupancy Agreement with the Department of
Transportation of the State of Tennessee for each such installation and,

WHEREAS, in consideration of the entering into Application and Utility Use and
Occupancy Agreements by the Department of Transportation of the State of
Tennessee, _____, agrees to insure to the said
Department that it will repair or replace any portion of pavement, shoulders, bridges or
any other part of any highway which may be damaged as a result of the work
hereinbefore referred to,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we _____, PRINCIPAL, and
_____ as SURETY, are held and firmly bound unto the
DEPARTMENT OF TRANSPORTATION of the State of Tennessee to perform any work
within City/County (strike one) of _____, Tennessee,
permitted in any Application and Utility Use and Occupancy Agreement between
_____ and the Department of Transportation of the State of
Tennessee, applied for and granted after the _____ day of _____, 20____,
in the manner prescribed in each of said respective agreements and to replace or repair
any portion of pavement, shoulders, bridges or any other part of the highway described
in said respective agreements which may be damaged as a result of the work
hereinbefore referred to, We do hereby agree to repair or replace any damaged
portions of said highways in accordance with Standard Specifications for Road and
Bridge Construction of the Department of Transportation of the State of Tennessee. In
the event such repairs or replacements are not made in a manner satisfactory to the
Department of Transportation of the State of Tennessee, we hereby agree to reimburse
said Department of Transportation for the cost of such repairs.

We do bind ourselves in the sum of \$_____ until proper
release is received from the Department of Transportation of the State of Tennessee for

each installation for which an Application and Utility Use and Occupancy Agreement was entered into between _____ and said Department from the date last above written until termination of this Bond as provided for hereinafter. It is expressly understood and agreed that the above sum represents the total aggregate liability under this Bond on all work performed under Agreements issued as foresaid but not properly released by said Department.

This Bond may be terminated by the SURETY following the giving of written notice of intention to terminate by certified mail to the State Utilities Engineer, Department of Transportation of the State of Tennessee, 600 James K. Polk Building, Nashville Tennessee, 37219, and said termination will become effective thirty (30) days after receipt of said notice. Proper termination notice notwithstanding, PRINCIPAL and SURETY will remain bound to the State of Tennessee under the terms hereinabove set out for the performance of any projects, with City/County (strike one) of _____ Tennessee, for which Application and Utility Use and Occupancy Agreements were entered into between the date last above written and said date of termination, until proper release is received from the Department of Transportation of the State of Tennessee for said projects.

NOW THEREFORE, the PRINCIPAL AND SURETY assume all obligations and liabilities as set forth above.

Signed, sealed and dated this the _____ day of _____, 20_____

Surety Company Bond No. _____

Mailing address of Surety Company _____

Name and Address of Agency Writing Bond _____

PRINCIPAL

BY: _____

TITLE: _____

SURETY

BY: _____

TITLE: _____

A copy of the Power of Attorney properly executed by the Company authorizing the Agent signing the above to bind the company as Surety on this Bond must be attached hereto.