

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

June 4, 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: May 21, 2020 Board Meeting

B. Routine Bids

Bid #3470-Floor Machine Repairs

C. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Debra Burton	NTE \$3,000.00	Blackman High	BHS Band Boosters	Drill Writer
Thomas Chesnut	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Instruction
David England	NTE \$8,000.00	Blackman High	BHS Band Boosters	Percussion Instruction + Band Camp
John Mears	NTE \$1,000.00	Blackman High	BHS Band Boosters	Band Recording
James Hawks	NTE \$3,000.00	Oakland High	OHS Baseball Boosters	Summer Field Maintenance
Andrew McGowan	NTE \$2,000.00	Oakland High	OHS Baseball Boosters	Assistant Baseball Coach
Chad Pritchett	NTE \$2,000.00	Oakland High	OHS Baseball Boosters	Assistant Baseball Coach

Justin Stanford *6	NTE \$500.00	Oakland High	School Funds- Boys and Girls Soccer	Bus Driver
Justin Stanford *6	NTE \$100.00	Oakland High	School Funds- Boys Basketball	Bus Driver
Mitzi Wilson *6	NTE \$760.00	Oakland High	School Funds- Girls Basketball	Bus Driver
Morgan Evans	NTE \$900.00	Stewarts Creek High	School Funds- Softball	Assistant Softball Coach
Sherrie Fair *5	NTE \$200.00	Thurman Francis	School Funds- Drama	Producer/Director for Mary Poppins Jr.
Andy Frye *5	NTE \$200.00	Thurman Francis	School Funds- Drama	Assistant Coordinator for Mary Poppins Jr.
Heather Reedy *1	NTE \$200.00	Thurman Francis	School Funds- Drama	Choreography for Mary Poppins Jr.
Michael Thiemann *5	NTE \$200.00	Thurman Francis	School Funds- Drama	Choral Director for Mary Poppins Jr.
Brian Wilcox *5	NTE \$200.00	Thurman Francis	School Funds- Drama	Assistant Coordinator for Mary Poppins Jr.
Tyler Bouttavong	NTE \$1,500.00	Blackman High	BHS Band Boosters	Camp Sectionals
Robert Chandler	NTE \$300.00	Blackman High	BHS Band Boosters	Band Camp Instruction
Julie Davila	NTE \$1,000.00	Blackman High	BHS Band Boosters	Percussion Instructor
William Elliott	NTE \$4,000.00	Blackman High	BHS Band Boosters	Jazz Instruction + Lessons
Michael George	NTE \$8,000.00	Blackman High	BHS Band Boosters	Band Camp Instruction + Lessons
Timothy Hale	NTE \$4,000.00	Blackman High	BHS Band Boosters	Percussion Instruction
Gregory Lawson	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Instruction
Tonya Lawson	NTE \$5,000.00	Blackman High	BHS Band Boosters	Private lessons
Maureen Moeller	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Sectionals
Rebecca Murphy	NTE \$2,000.00	Blackman High	BHS Band Boosters	Band Camp Instruction + Lessons
Jovan Qualls	NTE \$6,000.00	Blackman High	BHS Band Boosters	Private Lessons

Kelsey Rogers	NTE \$4,000.00	Blackman High	BHS Band Boosters	Color Guard Instruction
Wilson Sharpe	NTE \$2,000.00	Blackman High	BHS Band Boosters	Band Camp Instruction + Lessons
James Simmons	NTE \$500.00	Blackman High	BHS Band Booster	Jazz Instruction + Lessons
Holly Lyne Smith	NTE \$1,000.00	Blackman High	BHS Band Booster	Band Camp Instruction + Lessons
Wilson Sharpe	\$20/Lesson	Oakland Middle School	School Funds-Band	Private Lessons
Victoria Fields	\$20/Lesson	Rock Springs Middle	School Funds-Choir	Private Voice Lessons
Jana Aplin	NTE \$5,000.00	Siegel High	Siegel H.S. Band Boosters	Private Flute Lessons + Flute Choir
Austin Berry	NTE \$5,000.00	Siegel High	Siegel H.S. Band Boosters	Private Trumpet Lessons + Music and Visual Instructional Staff for Band
Owen Carter	NTE \$5,000.00	Siegel High	Siegel H.S. Band Boosters	Tuba Technician
Evan Clifton	NTE \$5,000.00	Siegel High	Siegel H.S. Band Boosters	Private Lessons for low brass
Mike George	\$20/Lesson	Siegel High	Siegel H.S. Band Boosters	Private Lessons
Nikolas Hmeljak	NTE \$5,000.00	Siegel High	Siegel H.S. Band Boosters	Marching Band instruction
David Koger	NTE \$5,000.00	Siegel High	Siegel H.S. Band Boosters	Percussion Instruction
Gregory Lawson	NTE \$5,000.00	Siegel High	Siegel H.S. Band Boosters	Private Lessons + Marching Band Tech
Jacob Marlow	NTE \$5,000.00	Siegel High	Siegel H.S. Band Boosters	Private Lessons
Jovan Quallo	NTE \$5,000.00	Siegel High	Siegel H.S. Band Boosters	Individual and Group Saxophone Instruction
Kyle Ramsay	NTE \$5,000.00	Siegel High	Siegel H.S. Band Boosters	Percussion Staff
Holly Smith	NTE \$5,000.00	Siegel High	Siegel H.S. Band Boosters	Private Lessons

** 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.

D. 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>
Jana Aplin	Siegel High School	Band
Austin Barry	Siegel High School	Band
Tyler Bouttavong	Blackman High School	Band
Owen Carter	Siegel High School	Band
Robert Chandler	Blackman High School	Band
Evan Clifton	Siegel High School	Band
Julie Davila	Blackman High School	Band
William Elliott	Blackman High School	Band
Victoria Fields	Rock Springs Middle School	Choir
Michael George	Blackman High School	Band
Michael George	Siegel High School	Band
Tim Hale	Blackman High School	Band
Nikolas Hmeljak	Siegel High School	Band
David Koger	Siegel High School	Band
Gregory Lawson	Blackman High School	Band
Gregory Lawson	Siegel High School	Band
Tonya Lawson	Blackman High School	Band
Jacob Marlow	Siegel High School	Band
Maureen Moeller	Blackman High School	Band
Rebecca Murphy	Blackman High School	Band
Jovan Quallo	Blackman High School	Band
Jovan Quallo	Siegel High School	Band
Kyle Ramsay	Siegel High School	Band
Kelsey Rogers	Blackman High School	Band
Wilson Sharpe	Blackman High School	Band
Wilson Sharpe	Siegel High School	Band
James Simmons	Blackman High School	Band
Holly Smith	Blackman High School	Band
Holly Smith	Siegel High School	Band
Cedrick Thompson	Christiana Middle School	Football
Ryan Sanford	Thurman Francis	Tennis

Aaron Medley	Stewarts Creek High School	Football
Chastity Cook	Blackman Middle School	Basketball/Girls
Jason Morrison	Rockvale Middle School	Soccer/Girls
Jean Charles Didier	Rockvale Middle School	Football
Joshua Carroll	Siegel High School	Cross Country
Deanna Freise	Eagleville	Volleyball
Harry McAnally	Rocky Fork Middle School	Football
Wayne Armstrong	Rockvale High School	Football/Basketball
Megan Brewer	Rockvale High School	Cheerleading
Jaffarious Wade	Rockvale High School	Basketball/Girls
Charles Montgomery	Rockvale High School	Swimming
Houston Nichols	Stewarts Creek High School	Football

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

6. VISITORS

7. RECOGNITION

PRESENTATION OF DOA PUBLIC SERVICE COMMENDATION MEDAL TO MRS. KAREN LADD AND MS. LYNN PATER

8. MTSU NURSING CLINICAL AFFILIATION AGREEMENT (TAB 2)

Recommend Approval---motion to review and approve the Clinical Affiliation Agreement with MTSU School of Nursing as presented

9. APPROVAL OF THE CARL D. PERKINS CAREER AND TECHNICAL EDUCATION ACT

The Carl D. Perkins Basic Grant-The Carl D. Perkins Career and Technical Education Act of 2006 is presented for approval for the funding period of July 1, 2020-June 30, 2021. The grant is for \$644,667.48. The Carl D. Perkins Basic Grant provides funding for program improvement, travel and staff development for our Career and Technical Education teachers.

Recommend Approval---motion to approve the Carl D. Perkins Basic Grant for \$644,667.48 to provide funding for program improvement, equipment, travel, and staff development for our Career & Technical Education teachers.

10. INSTRUCTION AND CURRICULUM (TAB 3)

1. Online Learning Management System

The Instruction Department is requesting to purchase an online learning management system, Kiddom, to promote blended and virtual learning

capabilities for every course K-12 in Rutherford County. Kiddom will integrate with our current student management system, Skyward, and our various curricular programs across the district. Teachers, students, and parents will have the ability to participate in all courses using the single platform. The total cost of the learning management system for all courses is \$250,000 to be funded through the CARES Act.

Recommend Approval---motion to approve the purchase of Kiddom as the online learning management system for ECS for the 20-21 SY at a cost of \$250,000 funded by the CARES Act.

2. CASE Assessment Platform

The Instruction Department is requesting to purchase CASE Assessment for creation, delivery, scoring, and reporting for district benchmark assessments. Additionally, Mastery Connect and Grade Cam are part of this assessment package for use by all RCS educators for data tracking and formative assessment creation.

As a note, sixteen different schools purchased mastery connect and/or grade cam out of school-based funds for a total of approximately \$71,000 dollars during the 19-20 school year. The total cost for the CASE Assessment package is \$617,345 to be funded through the CARES Act.

Recommend Approval---motion to approve the purchase of CASE Assessment including Mastery Connect and Grade Cam at a cost of \$617,345 to be funded by the CARES Act.

3. Virtual School

The Instruction Department is requesting to purchase Connections Learning at a cost of \$3,825 per student. A maximum student enrollment of 100 is anticipated for the 20-21 SY. The upfront cost of \$382,000 will be reimbursed through the CARES Act after July 1st.

Additionally, the former RCS online course offerings and online summer school will be offered to students at a per course cost through Connections Learning during the 20-21 SY. This change will bring about an estimated \$305,000 savings to our yearly operating costs.

Recommend Approval---motion to approve the purchase of Connections Learning at a cost of \$3,825 per student for RCS Virtual School and at a per course cost for individual student participation in place of the RCS online course offerings.

11. SPECIAL EDUCATION GRANT FUNDING (TAB 4)

- 1. Acceptance of IDEA Technology Partnership Grant – Individuals with Disabilities Education Act (IDEA) technology partnership grant provides funds to districts across the state for purchasing additional assistive technology and other tools to increase access to services and instruction for students with disabilities during school closure. RCS plans to spend the awarded \$5510.00 on tablets and touch screen laptops for student use.**

Recommend Approval---motion to approve use of grant funding from the IDEA Technology Partnership Grant for technology used by students with disabilities to access services and instruction.

- 2. Acceptance of the State Personnel Development Grant (SPDG 3.0) for Early Childhood – Rutherford County Department of Special Education applied for and was awarded a grant to provide training and support for all teachers to address the diverse needs of learners. The state will provide training and support, as well as \$10,000.00 to be spent in developing and expanding programming and training in the area of early childhood. This will be implemented through partnership of both general and special education.**

Recommend Approval---motion to approve the use of grant funding and state training from the State Personnel Development Grant (SPDG 3.0) Early Childhood Grant for the development and expansion of early childhood programming.

- 3. Acceptance of the State Personnel Development Grant (SPDG 3.0) for K-12 – Rutherford County Department of Special Education applied for and was awarded a grant to provide training and support for all teachers to address the diverse needs of learners. The state will provide training and support, as well as \$10,000.00 to be spent in training and materials for teachers K-12. This will be implemented through partnership of both general and special education.**

Recommend Approval---motion to approve the use of grant funding and state training from the State Personnel Development Grant (SPDG 3.0) K-12 Grant for the materials and training for teachers K-12

- 4. Job Description for Lead School Psychologist- New Position**

Recommend Approval---motion to approve the Lead School Psychologist position that will be a shared position with School Safety and Special Education Departments. This position will oversee the county Threat Assessment process and training, as well as supervise and oversee the day to day functioning of the county School Psychology team. This position will report directly to the Special Education Coordinator.

12. FACILITIES (TAB 5)

- **Tan Oaks Elementary:**

On Thursday May 7, 2020 Purchasing and Engineering and Construction received bids for the site work and construction of the elementary school and the off-site sewer construction. All bids have been reviewed and Engineering and Construction recommends RG Andersons bid at \$41,602,000.00 for the site and school and Williamson Construction Company's bid at \$722,595.00 for the Off-Site Sewer. Engineering request moving forward to Health and Education a request for funding in the amount of \$49,707,595.00.

Breakdown:

RGA	\$41,602,000.00
Williams	\$ 722,595.00
CUD	\$ 850,000.00
Constr. Related Contracts	\$ 3,000,000.00
FFE	\$ 3,500,000.00

Recommend Approval---motion to send to Health and Education RG Anderson and Williams Construction for the work at Tan Oaks and to request funding at \$49,707,595.00

- **LaVergne Middle School Addition:**

On Thursday May 14, 2020, Purchasing and Engineering and Construction received bids for the construction of the addition to LaVergne Middle. All bids have been reviewed and Engineering and Construction recommends Robert S. Biscan's bid at \$13,273,640.00. Engineering requests moving forward to Health and Education a request for funding in the amount of \$16,173,640.00.

Breakdown:

Robert S. Biscan	\$13, 273,640.00
Constr. Related Contracts	\$ 1,500,000.00
FFE	\$ 1,400,000.00

Recommend Approval---motion to send to Health and Education Roberts S. Biscan for the LaVergne Middle Construction Project and to request funding at \$16,173,640.00

- **Highway 96 Property – Jeff Reed**

13. FINANCIAL MATTERS

- 1. Review and approve amended proposed Fiscal Year 20-21 General Purpose School Fund Budget to reflect changes requested by the County Health & Education and Budget Committees at the May 26, 2020 joint meeting.**

Recommend Approval---motion to approve amended proposed Fiscal Year 20-21 General Purpose School Fund Budget to reflect changes requested by the County Health & Education and Budget Committees at the May 26, 2020 joint meeting.

- 2. Authorize Cash on Hand for Cafeterias for FY 20-21**

The Centralized Cafeteria Fund 143 Petty Cash (Cash on Hand) amounts for each school location is currently approved at \$10,191. Request that this amount be increased to \$10,227 as detailed in the enclosed school listing.

SCHOOLS BY GRADE	START UP 2019-2020	START UP 2020-2021	
ELEMENTARY SCHOOLS			
Barfield	\$40.00	\$40.00	
Blackman Elem.	\$90.00	\$90.00	
Brown's Chapel El.	\$60.00	\$60.00	
Buchanan	\$50.00	\$50.00	
Cedar Grove	\$60.00	\$60.00	
Christiana Elem.	\$25.00	\$25.00	
David Youree	\$40.00	\$40.00	
John Colemon	\$40.00	\$40.00	
Kittrell	\$32.00	\$32.00	
Lascassas	\$25.00	\$25.00	
LaVergne Lake	\$40.00	\$40.00	
LaVergne Primary	\$25.00	\$0.00	
McFadden	\$50.00	\$50.00	
Rock Springs Elem.	\$54.00	\$70.00	New serving line
Rockvale Elem.	\$30.00	\$30.00	
Rocky Fork Elem.	\$100.00	\$100.00	
Roy Waldron	\$20.00	\$45.00	
Smyrna Elem.	\$60.00	\$60.00	
Smyrna Primary	\$30.00	\$30.00	
Stewartsboro	\$30.00	\$30.00	
Stewarts Creek Elem.	\$50.00	\$50.00	
Thurman Francis	\$50.00	\$50.00	
Walter Hill	\$40.00	\$40.00	
Wilson Elem.	\$50.00	\$50.00	
MIDDLE SCHOOLS			
Blackman Middle	\$225.00	\$225.00	

Central Magnet	\$150.00	\$150.00	
Christiana Middle	\$90.00	\$90.00	
LaVergne Middle	\$75.00	\$75.00	
Oakland Middle	\$120.00	\$120.00	
Rock Springs Middle	\$150.00	\$150.00	
Rockvale Middle	\$150.00	\$150.00	
Rocky Fork Middle	\$120.00	\$120.00	
Siegel Middle	\$100.00	\$100.00	
Smyrna Middle	\$100.00	\$100.00	
Stewarts Creek Middle	\$75.00	\$75.00	
Whitworth-Buchanan	\$120.00	\$120.00	

HIGH SCHOOLS

Blackman High	\$900.00	\$900.00	
LaVergne High	\$900.00	\$900.00	
Oakland High	\$800.00	\$800.00	
Riverdale High	\$875.00	\$875.00	
Rockvale High	\$1,000.00	\$1,000.00	
Siegel High	\$900.00	\$900.00	
Smyrna High	\$1,110.00	\$1,110.00	
Stewarts Creek High	\$800.00	\$800.00	

K-12 SCHOOLS

Eagleville	\$200.00	\$200.00	
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SATELLITE SCHOOLS

HP Campus	\$40.00	\$40.00	
Daniel McKee	\$30.00	\$50.00	Manager request increase
Holloway High	\$50.00	\$50.00	
Smyrna West	\$20.00	\$20.00	
	\$10,191.00	\$10,227.00	

Recommend Approval---motion to increase Petty Cash (Cash on Hand) amounts for each school location for the upcoming Fiscal Year 20-21 as presented.

14. **INSURANCE UPDATE**
15. **DIRECTORS UPDATE**
16. **TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**
17. **FEDERAL RELATIONS NETWORK (FRN) UPDATE**
18. **GENERAL DISCUSSION**
19. **ADJOURNMENT**

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

Minutes of May 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

1. CALL TO ORDER

The Board Chairman called the meeting to order. Board Member Terry Hodge led the Pledge of Allegiance.

2. MOMENT OF SILENCE

The Chairman called for a moment of silence and asked us to remember the family of Dr. Linda Gilbert, Director of Murfreesboro City Schools who passed away this week.

4. APPROVAL OF AGENDA

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

Vote: All Yes

5. APPROVAL OF CONSENT AGENDA

A. Minutes: April 30, 2020 Board Meeting

B. Routine Bids

Bid #3474 – Used Textbooks for sale

Request to Purchase:

Finance Department would like to purchase from TN Statewide Contract #20956448 a total of (2) Two 2020 Nissan Altima's from Murfreesboro Nissan at a cost of \$19,000.00 each for a total of \$38,000.00. This will be for Driver's Education at both Oakland and Riverdale High Schools. To be funded from General Purpose Fund.

C. FY Consolidated Application Approval for IDEA/ESEA

D. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Bradley Frasier	NTE \$2,500.00	Blackman High School	School Funds-Baseball	Coaching, Field work + summer upkeep of grounds
Greg Jones	NTE \$2,000.00	Blackman High School	School Funds-Baseball	Coaching, Field work + summer upkeep of grounds
Jesse Messick	NTE \$2,000.00	Blackman High School	School Funds-Baseball	Coaching, Field work + summer upkeep of grounds
Dana Judd	NTE \$500.00	Christiana Middle School	School Funds-Track	Secretary for Track Team
Tommy Entrekin	NTE \$2,300.00	Siegel High School	School Funds-Baseball	Varsity Pitching Coach
Tyler Reeder	NTE \$1,850.00	Siegel High School	School Funds-Baseball	Head JV Coach
Josh Powell	NTE \$2,000.00	Smyrna High School	School Funds-Baseball	Assistant Baseball Coach
Madison Kelley	NTE \$1,200.00	Stewarts Creek High School	School Funds-Cheerleading	Assistant Cheerleading Coach
Michael George	\$20/Lesson	Blackman Middles School	School Funds-Band	Private Lessons
Tonya Lawson	\$20/Lesson	Blackman Middle School	School Funds-Band	Private Lessons
Maureen Moeller	\$20/half hour	Blackman Middle School	School Funds-Band	Private Flute Instruction

James Touchton	NTE \$1,800.00	Central Magnet	School Funds-Baseball	Assistant Baseball Coach
Michael George	\$20/Lesson	Oakland Middle School	School Funds-Band	Private Lessons
Tonya Lawson	\$25/Lesson	Oakland Middle School	School Funds-Band	Private Lessons
Nicholas Peterson	NTE \$500.00	Riverdale High School	Riverdale Football Boosters	Assistant Football Coach
Matthew Manning	NTE \$800.00	Rockvale High School	School Funds-Boys Soccer	Assistant Boys Soccer Coach
Morgan McCrary	NTE \$1,000.00	Stewarts Creek High School	School Funds-General Athletics + Basketball	Clock worker for District Tournament

** 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 2019-2020 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Michael George	Blackman Middle School	Band
Michael George	Oakland Middle School	Band
Tonya Lawson	Blackman Middle School	Band
Tonya Lawson	Oakland Middle School	Band
Maureen Moeller	Blackman Middle School	Band
Sean Whinnery	Rocky Fork Middle School	Baseball
Rod Sims	Rocky Fork Middle School	Basketball/Boys
Chris Erwin	Rocky Fork Middle School	Archery
Abby Bolyard	Rocky Fork Middle School	Softball
Youlanda Whitmore	Smyrna Middle School	Basketball/Boys
Ashley Ramos	Rocky Fork Middle School	Cheerleading

**Kevin McNulty
Ben Lawwell
Matt Powell
Pernell Whittaker
Haley Nicole Randolph**

**Rockvale Middle School
Siegel High School
Rocky Fork Middle School
Smyrna High School
Rocky Fork Middle School**

**Tennis
Bowling
Baseball
Football
Softball**

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

Vote: All Yes

6. VISITORS – No visitors

7. RECOGNITION

Mr. Spurlock recognized the following list of contractors who volunteered fuel adjustments to assist during the Pandemic.

Name	Bus #
Reba Adams	71
Rick Adams	177
Audra Alsup	216
Philip Aluise	183
Jason Baltimore	34
David Barrett	64/167
Robert James Boyce	77
Kerry Boyce	78
Debra Brandon	39
Cathy Brandon	22/44
Alvin Brandon, Sr.	93
Allison Brown	61
Sallie Brown	87/164
Tracy Bynum	200
B. Dale Campbell	6
Vickey Campbell	138
James Campbell	46/50/95/193
Ronald Carrigan	35
Ann Carroll	179/205/208
Jerry Church	51
Dianne Church	146
Lowell Duke	125/173
Trinnette Edwards	166
Willie Eggleton	217
Diane Eubank	105
Brian Fisher	106

Melody Fisher	107/263
Dawn Fritz	240
Mickey Gannon	157
Cindy Gossett	80/196
Greg Grant	149/252
Phillip Heath	199
Tara Hiers	245
Dana Hobbs	10
Gail Howell	243
Doug James	70
Janet Johnson	126
Kathy Lucius	108
Brian Neal	174/229
Pleas Nelson	42/189
Regina Parker	154/182
Johnny Perkins	259
Michelle Phillips-Loggins	148
Donna Richardson	73
Steven Ricketts	164
Solomon Sadamo	101/226
Clarissa Smith	150/184/248
Sheila Smotherman	8
Jerry Smotherman	45
Gaytha Spain	119/25
Billy Spurling	224
James Stem	130/220
Johnny Stepp	209
Patty Stepp	121
Doug Stevens	241
John Swader	129
Henry Swader	566,288,127,186
Debra Swader	83/238
Wayne Thomas	213
Tyrhondo (Ron) Thompson	244
Mychal Webb	214
Karen Young	135
Dorris Young	203

8. FACILITIES

A. Smyrna Middle School:

Principal Theowauna Hatchett has requested permission to rework the existing restrooms in the football field house. The scope of work will be as described in the letter from Dow Smith Construction and estimated cost is \$15,000.00. The funding

source is a donation commitment from Dow Smith. This request is at no cost to the School Board. Engineering and Construction has reviewed this request and approves this project.

Motion made by Mrs. Moore, seconded by Ms. Sharp, to approve the renovation to the SMS football field house restroom as presented.

Vote: All Yes

B. Highway 96 City Property

Barge Cauthen and Associates and the other design team members have completed the preliminary analysis for the property on Highway 96. They have completed a hydraulic history, hydraulic analysis. Ground and Aerial survey, preliminary traffic study, soil and rock boring for the building locations. We have provided pertinent portions of the various reports for this meeting. Of the 154 acres, only 83 are viable for use. The configuration of these 83 acres is also a limiting factor. Based on the findings of the testing, the land will not support a Middle School and a High School. However, we believe the land would support a Middle and Elementary layout. Based on this, Engineering offers three options for the board to consider: Option One: Opt out of the purchase; Option two: Negotiate with the city to purchase 83 acres; Option Three: negotiate the purchase price per acre based on the information we have provided by Mr. Lee.

Motion made by Ms. Sharp, seconded by Mrs. Moore, to approve Option one to opt out of the purchase.

Motion made by Mr. Jordan, seconded by Mr. Young, to call for Question and take vote.

ROLL CALL VOTE ON MOTION TO OPT OUT OF PURCHASE:

Vote: Yes - Mrs. Moore, Ms. Sharp

No - Mrs. Johnson, Mr. Young, Mr. Jordan, Mr. Hodge, Mr. Estes

Motion Failed

Motion made by Mr. Young, seconded by Mr. Jordan, to negotiate with the City for the 83 acres.

**ROLL CALL VOTE: Yes – Mr. Young, Mrs. Johnson, Mr. Jordan, Mr. Hodge,
Mr. Estes**

No - Mrs. Moore, Ms. Sharp

Motion Passed

9. ESL DISTRICT-WIDE FACILITATOR POSITION FUNDED BY TITLE III FUNDS

ESL District-Wide Facilitator Position funded by Title III funds

Terms of Employment: Two hundred twenty (220) days teacher contract funded by Title III funds.

Qualifications: 1. Holds a valid Tennessee Teacher's License with ESL endorsement

2. A minimum of a master's degree

3. A successful teaching experience with a minimum of five (5) years

Immediate Supervisor: Coordinator of English as a Second Language

Position Description: Under the direction of the ESL Coordinator, provide assistance to teachers and school administrators to improve the instruction for English Language Learners. Complete job description is attached.

Motion made by Mr. Hodge, seconded by Mrs. Johnson, to approve a Rutherford County Schools Title III funded ESL District-Wide Facilitator as presented.

Vote: All Yes

10. TITLE II FUNDS FOR SUPPLEMENTARY ESL SPECIALIST

Rutherford County Schools currently funds one ESL Specialist Position that works with all schools. This specialist supports the instructional work of ESL teachers in all 48 of our schools. For the 2020-2021 school year, Rutherford County Schools would like to use Title II funds to add one additional ESL Specialist Position to maximize their effectiveness working with and providing training for teachers and administrators in these 48 buildings.

Motion made by Mr. Jordan, seconded by Mr. Young, to approve Title II funds to pay for one additional ESL Specialist position for the 2020-2021 school year pending the approval of the fiscal year 2021 from the Tennessee State Department of Education.

Vote: All Yes

11. UPDATE OF JOB DESCRIPTION OF GENERAL EDUCATION STUDENT SERVICES LIAISON AT A 210 DAY CONTRACT – FOR INFORMATION ONLY

Mr. Spurlock provided the Board with a Job Description of General Education Student Services liaison at a 210-day contract. This is for information only.

12. TITLE IV FUNDS FOR SUPPLEMENTARY STUDENT SERVICE LIAISON

Rutherford County Schools currently funds one Student Service Liaison Position that works with all schools. This position supports the work of teachers and counselors who work with student 504 plans in all 48 of our schools. For the 2020-2021 school year, Rutherford County Schools would like to use Title IV funds (Safe and Healthy) to add one additional Student Service Liaison Position to maximize their effectiveness working with teachers and counselors in these 48 buildings.

Motion made by Mrs. Moore, seconded by Mr. Young, to approve Title IV funds to pay for one additional Student Service Liaison Position for the 2020-2021 school year pending the approval of the fiscal year 2021 from the Tennessee State Department of Education.

Vote: All Yes

13. 2020 RCS SUMMER CONFERENCE (CONTRACT FOR VIRTUAL OPTION)

The Instruction Department is requesting the approval of a contract with Staff Development for Educators (SDE) for the annual teacher professional development conference.

SDE will contract national presenters, design and maintain a website with registration, purchase zoom licenses, staff virtual session moderators, and manage online handouts for a two-day virtual conference for the Rutherford County School District. SDE will gather attendee analytics/records for us. In addition, SDE will provide online access for RCS for the recorded conference sessions for one school year, to end on May 28, 2021.

Conference will occur on July 22-23, 2020 on a virtual Zoom Platform. This training follows District Goal 3: increasing achievement scores and reaching AMC targets and Goal 4: training effective teachers and district instructional leaders. Instructional coaches will disperse training into each of their schools.

Motion made Ms. Sharp, seconded by Mrs. Johnson, to approve a contract between SDE Staff Development for Educators for the 2020 RCS Virtual Summer Conference at the cost of \$150,000. Title II funds will pay for 100% of the cost.

Vote: All Yes

14. FINANCIAL MATTERS

1. STEWARTS CREEK HIGH SCHOOL DUGOUT BOOSTER CLUB INDOOR BATTING FACILITY REQUEST

SCHS Dugout Booster Club are asking for permission from the Rutherford County Schools to build 100' x 60' indoor hitting facility on the campus of SCHS. This project

will be paid entirely through the SCHS Dugout Boosters Club with no construction cost to the Rutherford County School Board and will be financed with an unsecured loan, from Wilson Bank and Trust, that the Dugout Booster Club has secured. This project supports two school sponsored sports: softball and baseball teams and meets all gender equity criteria as presented.

- a. All yearly, quarterly and monthly advertising donations/sponsorships that are collected will be deposited into debt retirement account at Wilson Bank and Trust in which the yearly principal payment will be made. Sponsor/pledge worksheet is enclosed.**
- b. The Booster Club's yearly financial contribution to this hitting facility project will be paid quarterly to Wilson Bank and Trust. (Please reference enclosed breakdown, budget and earmarked fundraisers).**
- c. Once the project is approved by the School Board, the School Board's purchasing department will release a formal bid request for the project based on the specifications as outlined in the written request of the booster club. The sealed bids will be opened at the school central office a week later. It is stressed that this is the Booster Club's bid and that the school purchasing department is only facilitating the construction. Bid to be awarded to the lowest and best proposal that meets bid specifications.**

Motion made by Mr. Young, seconded by Mr. Hodge, to approve the Stewart's Creek Dugout Club Project Request as presented with no cost to the Rutherford County Board of Education.

Vote: All Yes

2. 2019/20 General Purpose School Amendment – Fund 141

Classified Staff Clean-Up Amendment

This amendment moves \$177,500 in already budgeted pay and \$30,726 for the related benefits for a total of \$208,226 in classified hourly staff to the budget lines items where it is needed. Most of the funds are coming from regular ed EA's and bus aides which were used to cover SpEd and alternative school EA's. Other items in the amendment cover implementation of the new attendance system and changes due to the experience approved for new employees.

Motion made by Mr. Young, seconded by Mr. Hodge, to amend a total of \$208,226 in already budgeted classified staff funds to the various budget line items as presented.

Vote: All Yes

- 3. Review of Proposed FY 20-21 GPS Fund Budget considering April 2020 Revenues and potential upcoming State education funding decisions by the State General Assembly.**

Mr. Bodary Assistant Superintendent of Budget and Finance reviewed the proposed FY 20-21 GPS Fund budget.

- 4. Addition of one extra inclement weather day for classified hourly employees in the Fiscal Year 2020-21 General Purpose School Fund Budget**

Currently the School Board has six inclement weather days budgeted in the Proposed Fiscal Year 2020-21 General Purpose School Fund Budget. The cost to add one additional inclement weather day for all hourly, non-twelve month, classified employees, if the school year was extended an additional make up day, this would require additional budgeted funding of \$135,900 in FY 20-21.

Motion made by Mrs. Johnson, seconded by Mr. Young, to add funding for one additional inclement weather day for all hourly, non-twelve-month, classified employees into the proposed Fiscal Year 2020-21 General Purpose School Fund Budget.

Vote: All Yes

- 5. CDI Head Start Early Termination Lease Amendment**

The board-approved lease with CDI Head Start is set to expire at the end of June 2020. The agency has been prompt at paying its monthly lease payments since CDI executed the current lease. The agency is currently wrapping up operations at the John Coleman Annex location and a final walk through with School Engineering/Maintenance is scheduled for this Friday, May 22nd. CDI has already prepaid the lease payment for June 2020 for this location.

Motion made by Mrs. Moore, seconded by Mr. Jordan, to approve pending the final inspection by School Engineering/Maintenance to verify that the Head Start operation has vacated John Coleman Annex by May 31, 2020 and no damage to the premises has been incurred by CDI's operations, the School Board ends the lease agreement with Mid-Cumberland Head Start/CDI as of May 31, 2020 and refunds the Agency's pre-paid lease payment for June 2020. This agreement shall be memorialized through an amendment to the current lease.

Vote: All Yes

6. Review and Vote on Version Two of FY 2020/21 General Purpose School Fund

As reviewed at the May 19th Board Workshop, a proposed 2020/21 FY General Purpose School Fund Budget that has the following two changes from the proposed 2020/21 FY General Purpose School Fund Budget that was approved by the School Board at the April 30, 2020 Board meeting. Change One: School Employee Pay Raise 1.5%. Change Two: Bus Contractor increase 1.5%.

Motion made by Mr. Hodge, seconded by Mr. Estes, to approve Version Two of the FY 2020/21 General Purpose School Fund Budget and forward this proposed budget to the County's Health and Education Committee for consideration.

Vote: All Yes

15. SMYRNA ELEMENTARY SCHOOL LEASE: Information Only

The Director informed the Board that the Town of Smyrna currently maintains a lease with RCS for property located behind Smyrna Elementary School for recreational use. Under the lease, the Town of Smyrna may renew the terms for an additional year upon written notice to the Board. The Town of Smyrna has chosen to exercise the renewal and it has met the required timelines. The lease shall be renewed for an additional year with one remaining opportunity renewal prior to a new agreement being necessary.

16. INSURANCE UPDATE

Dr. Anthony reported that the three points requirements for the insurance discount for 2021 has been waived for this year per the email sent to the district.

17. DIRECTOR'S UPDATE

The Director reported that he has formed a committee for planning the opening of schools. He stated that the extracurricular and arts would restart June 1. The Central Office has disseminated guidance to principals indicating that certain Rutherford County School activities may restart on June 1, so long as appropriate safety precautions are taken. Likewise, the YMCA will begin operation again on June 1, 2020.

Mark Gullion, Rutherford County Schools' Federal Programs/RTI Coordinator, reviewed CARES Act funding the district expects to receive. Rutherford County Schools' are estimated to receive 4.4 million in CARES Act funds, intended to be used to reimburse expenses that were necessary during the COVID-19 closure. RCS, as required, is collaborating with local private schools to ensure funding for support

services is properly disseminated. Private school disbursements are not anticipated to be a significant amount, leaving the majority of funds with RCS.

18. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE – No report.

19. FEDERAL RELATIONS NETWORK (FRN) UPDATE – No report.

There being no further business, the meeting adjourned at approximately 6:35 P.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

Bid #3470
Floor Machine Repairs

Item #	Description	A-Z Office	American Paper & Twine	Alden Equipment, Inc.	Betco	Buckeye Cleaning Center
16	Equipment Repair					
a.	Hourly Rate for Service Repairs	\$ 86.00	\$ 80.00		*\$50.00	\$ 72.00
b.	Percentage Off Catalog For Parts	20%	20%	20%	*25%	25%
c.	Travel Time Rate	\$ 86.00	\$ 65.00		*\$45.00	\$ 72.00

Mailed to 35 vendors

*Bidder does not meet the bid specifications for billing on equipment repairs.

30 vendors did not respond

Recommend: Motion to reject the equipment repair part only to Betco and to award the equipment repair to Buckeye Cleaning for overall best bid as shown.

To be funded through the Maintenance Department, Building Program, and Individual Schools.

CLINICAL AFFILIATION AGREEMENT
BETWEEN MIDDLE TENNESSEE STATE UNIVERSITY AND
RUTHERFORD COUNTY BOARD OF EDUCATION

This Agreement is made this 22nd day of May, 2015, by and between Middle Tennessee State University, hereinafter referred to as "Institution" and Rutherford County Board of Education hereinafter referred to as "Affiliate".

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

I. Purpose - the purpose of this Agreement shall be to provide clinical experience to students enrolled in the Bachelor of Science Degree in nursing program of the Institution.

A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

B. The clinical experience shall be provided at the Affiliate's Facility located at:
2240 Southpark Blvd.
Murfreesboro, TN 37128

hereinafter referred to as "Facility".

C. The specific experience to be provided students is described as follows:

Student clinical experiences are based upon content in specific clinical courses. The student is directed by the course faculty and course syllabi.

II. Terms and Conditions - pursuant to the above-stated purpose, the parties agree as follows:

A. Term - the term of this Agreement shall be (from one to five years) commencing September 2, 2015 and ending September 1, 2020.

Either party may terminate this Agreement upon giving 90 days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term.

This Agreement may be renewed with written approval of all parties for a total term of up to five years.

- B. Placement of Students – As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.
- C. Discipline - While enrolled in clinical experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of the Institution and the Affiliate.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the Affiliate may immediately remove from the Facility any student who poses an immediate threat or danger.

- D. Specific Responsibilities - The following duties shall be the specific responsibility of the designated party (Institution and/or Facility):
 - 1. The Institution shall be responsible for the selection of students to be placed at the Facility.
 - 2. The Affiliate shall provide orientation to the Facility for students beginning clinical experience.
 - 3. The Institution shall be responsible for scheduling training activities for students.
 - 4. The Institution shall be responsible for supervising students at all times while present at the Facility for clinical experience. Students that are RNs operate under their own license during this clinical experience. They are held to the standards the Board of Nursing sets for RNs for the state they are licensed under/performing in. Faculty are available for consultation and to troubleshoot any clinical issues that may occur while the students are completing clinical hours. Faculty do not make site visits during scheduled clinical hours. The other students will be under faculty supervision or under a preceptor.
 - 5. The School of nursing faculty shall evaluate the performance of individual students as appropriate.
 - 6. The Affiliate shall retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.
 - 7. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
 - 8. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.

9. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
10. The Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate.
11. The Institution shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.
12. The Affiliate requires written evidence of professional liability insurance coverage from individual students and faculty and staff (if applicable) participating in the experience. The minimum amount of coverage per individual shall be \$1,000,000.

The coverage shall extend through the term of the student's and faculty or staff's (if applicable) participation.

13. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq.

E. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:

HIPAA Requirements: To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further

disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.

Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

2. **Background Checks:** If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90 day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

If criminal background checks are required for Institutional faculty or staff, it shall be the Institution's responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.

It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty /staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check.

Recognizing that students enrolled in the Bachelor of Science Nursing program at Institution will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the health care program and if the results of the background check are archived by the background check agency.

Institution shall inform students or faculty/staff members excluded

from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

[If desired, a list of the checks to be run, along with the disqualifying criteria of the Affiliate can be referenced and affixed as an Addendum.]

3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.
4. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.
5. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

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

6. The confidentiality of patient records and student records shall be maintained at all times.

F. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

MIDDLE TN STATE UNIVERSITY

BY: 

TITLE: John W. Cothorn
Senior Vice President

DATE: 6/9/2015

RUTHERFORD COUNTY BOARD OF
EDUCATION

BY: 

TITLE: Director

DATE: 6/25/15

Approval of contract which materially differ from this form require approval of the Chancellor.

Chancellor

Date

CLINICAL AFFILIATION AGREEMENT BETWEEN
MIDDLE TENNESSEE STATE UNIVERSITY AND RUTHERFORD COUNTY BOARD OF
EDUCATION

This Agreement is made this 13 day of May, 2020, by and between Middle Tennessee State University, hereinafter referred to as "Institution" and Rutherford County Board of Education, hereinafter referred to as "Affiliate".

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C. The specific experience to be provided students is described as follows:

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II. Terms and Conditions - pursuant to the above-stated purpose, the parties agree as follows:

A. Term - the term of this Agreement shall be (from one to five years) commencing September 2, 2020 and ending **September 1, 2025**.

Either party may terminate this Agreement upon giving 90 days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term.

This Agreement may be renewed with written approval of all parties for a total term of up to five years.

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4. The Institution shall be responsible for supervising students at all times while present at the Facility for clinical experience. Students that are RNs operate under their own license during this clinical experience. They are held to the standards the Board of Nursing sets for RNs for the state they are licensed under/performing in. Faculty are available for consultation and to troubleshoot any clinical issues that may occur while the students are completing clinical hours. Faculty do not make site visits during scheduled clinical hours. The other students will be under faculty supervision or under a preceptor.
5. The Institution School of Nursing shall evaluate the performance of individual students as appropriate.
6. The Affiliate shall retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.
7. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
8. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
9. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as

necessary.

10. The Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate.
11. The Institution shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.
12. The Affiliate requires written evidence of professional liability insurance coverage from individual students and faculty and staff (if applicable) participating in the experience. The minimum amount of coverage per individual shall be \$1,000,000.

The coverage shall extend through the term of the student's and faculty or staff's (if applicable) participation. Students, faculty, and staff shall be responsible for procuring their own individual insurance policies.

13. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq.

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Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

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Recognizing that students enrolled in the Bachelor of Science in Nursing program at Institution will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the health care program and if the results of the background check are archived by the background check agency.

Institution shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

[If desired, a list of the checks to be run, along with the disqualifying criteria of the Affiliate can be referenced and affixed as an Addendum.]

3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.
4. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.

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

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

6. The confidentiality of patient records and student records shall be maintained at all times.

7. Data Privacy and Security:

Data Privacy. "Personal Information" means information provided to Affiliate by or at the direction of Institution, or to which access was provided to Affiliate by or at the direction of Institution, in the course of Affiliate's performance under this Agreement that:

1. Identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or
2. Can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers.

Affiliate represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA"); the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules and any applicable federal or state laws, as amended, together with regulations promulgated thereunder. Some Personal Information provided by Institution to Affiliate is subject to FERPA.

Data Security. Affiliate represents and warrants that Affiliate will maintain compliance with the SSAE18 standard, and shall undertake any audits and risk assessments Affiliate deems necessary to maintain compliance with SSAE18.

F. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

Middle Tennessee State University

Rutherford County Board of Education

BY: _____

BY: _____

NAME: Shirman A. Thomas

NAME: _____

TITLE: Executive Director, Procurement
Logistic Services

TITLE: _____

DATE: _____

DATE: _____



KIDDOM

Terms of Service Agreement

Order Form

Contact Information	
Customer Legal Name: Rutherford County Schools	Company Name: Kiddom Inc.
Contact: Jim Estes	Contact: Abbas Manjee, CAO
Address: 2240 Southpark Blvd.	Address: 25 Kearny St. Suite 500
City, State, Zip: Murfreesboro, TN 37128	City, State, Zip: San Francisco, CA 94108
E-Mail: estesj@rcschools.net	E-Mail: abbas@kiddom.co
Phone: (615) 890-2996	Phone: 917-426-5686
Services + Fees	
<p>Services: Kiddom will provide the following services (the “Service(s)”):</p> <p>Kiddom Software & Support:</p> <ul style="list-style-type: none">• 1 year unlimited access to Kiddom’s enterprise solution for school districts• Native Mobile Apps on iOS and Android for students, teachers, and families• Access to over 70,000+ integrated supplemental curriculum resources• Clever sync and roster provisioning for 2020-2021 school year• Curriculum artifact ingestion• Professional learning (includes digital and in-person support, synchronous and asynchronous)• Dedicated Kiddom Success Manager	
<p>Service Fees: \$250,000, payable July 1, 2020, subject to the terms of Section 4 herein. The amount stated here is exclusive of any taxes Customer may be required to pay.</p> <p>Initial Service Term: 07/01/2020 to 06/30/2021</p>	

SAAS Service Agreement

This SaaS Services Agreement ("**Agreement**") is entered into on this **29th** day of **May, 2020** (the "**Effective Date**") between Kiddom Inc., doing business as Kiddom, with a place of business at 25 Kearny Street, Suite 500, San Francisco CA 94108 ("**Company**"), and the Customer listed above ("**Customer**"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Kiddom Inc.:

By:

Name: **Abbas Manjee, CAO**

Rutherford Co. School District:

By:

Name: **Jim Estes, Chairman of the Board**

Terms and Conditions

1. SERVICES AND SUPPORT

1.1. Services. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate.

1.2. Authorized Users. Customer agrees that only teachers and staff members who are current employees of the Customer's institution ("**Authorized Users**") may use the Services on the institution's behalf. Authorized Users will also include students of the Customer's institution and their parents or guardians, where applicable. Upon termination of a teacher or other staff member's employment with the institution, such individual must return and cease using all login details and student access he or she has in his or her possession. If at any time Customer learns a user of the Services claims to be affiliated with Customer's institution who is not, in fact, affiliated with Customer's institution, Customer will notify Company immediately.

1.3. Access and Use. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use.

1.4. Support. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1. Software Use. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("**Software**"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2. Responsibilities. Customer represents and warrants that Customer is acting on behalf of (or has permission from) Customer's institution to enter into this Agreement and to use the Services for the Customer's institution. Customer further understands and acknowledges that the Children's Online Privacy Protection Act ("**COPPA**") prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without consent, and Customer accordingly agrees that children under the age of 13 may not use the Services in any way unless Customer has obtained verifiable parental consent from the child's parent or legal guardian.

2.3. Services Use. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "**Policy**") and will not contribute any content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation or which would render Company in violation of any applicable laws or regulations, including without limitation COPPA and the Family Educational Rights and Privacy Act ("**FERPA**"); (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of Customer's account in any way, such as allowing users who are not Authorized Users to access to Customer's account or password. Company reserves the right to remove any content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content or if Company is concerned that Customer may have breached the immediately preceding sentence), or for no reason at all. Customer, not Company, remains solely responsible for all content that Customer uploads, posts, emails, transmits, or otherwise disseminates using, or in connection with, the Services, and Customer warrants that Customer possesses all rights necessary to provide such content to Company and to grant Company the rights to use such information in connection with the Services and as otherwise provided herein.

2.4. Export. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.5. Access. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Confidential Information. Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of

Company includes non- public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data (excluding data subject to COPPA or FERPA) provided by Customer to Company to enable the provision of the Services ("**Customer Data**"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Education Records. Certain information that may be provided to Company by users, such as student directory information and performance metrics, may be considered an educational record ("Education Record") under the FERPA. FERPA prohibits schools from sharing educational records without the consent of the student and/or the student's parent, and the Company works hard to ensure that schools using the Service have met that obligation. Customer represents that the Customer's school or school district has obtained all necessary consents from parents or guardians or other appropriate individuals to share such Educational Records with Company, in each case, solely to enable Company's operation of the Services.

3.3 Customer Data. Customer shall own all right, title and interest in and to the Customer Data (as defined in clause 3.1). Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support and Implementation Services, and (c) all intellectual property rights related to any of the foregoing.

3.4 Company's Rights to Use Data. Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.5 Other Company Policies. Company's Privacy Policy available at <https://www.kiddom.co/privacy> and general Terms of Use available at <https://www.kiddom.co/terms-of-use> are expressly incorporated herein by reference. However, to the extent there are any conflicting terms between this Agreement and such policies, the terms of this Agreement shall control.

3.6. Copyright. Digital Millennium Copyright Act ("DMCA") Compliance: Company respects the rights of copyright owners and expects its users to do the same. Therefore, as required by this Agreement, infringing content may not be submitted to the Service or used in, whole or in part, in any user content. If Customer uploads user content that contains

any copyrighted work, including literary works, visual works, musical works, sound recordings, audiovisual works, or other work or any combination of the foregoing, then Customer must be the owner of such works or have all required rights, licenses, consents, and permissions to use such works on the Service and grant the rights granted herein. In addition to being grounds for removal of Customer's user content, termination of Customer's account, and any other remedy Company may have against Customer, Customer's failure to own or obtain such rights may subject Customer to civil and/or criminal liability, the damages for which can be significant.

4. PAYMENT OF FEES

4.1. Fees. Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "**Fees**"). In addition to any other termination rights under this Agreement, upon seven days' written notice to Customer, Company may terminate the Service if Customer fails to pay Fees. If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or the current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 30 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2. Invoicing. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

4.3. Taxes. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1. Term. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "**Term**"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2. Termination. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including,

without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

7.1. Customer Indemnity. Unless prohibited under applicable law, customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Sections 1 and 2 or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the terms of this Agreement.

7.2 Company Indemnification. Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder

and provide Customer a refund of any prepaid, unused fees for the Service.

7.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any action or claim for which such party believes it is entitled to be indemnified pursuant to Section 7.1 or Section 7.2, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any action or claim on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such action or claim, the Indemnitee shall have the right, but no obligation, to defend against such action or claim, including settling such action or claim after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 7.3 will not relieve the Indemnitor of its obligations under this Section 7.3, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. DISPUTE RESOLUTION

9.1. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflict of laws provisions. To the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the non-exclusive jurisdiction of the state and federal courts located in San Francisco County, California, and for all purposes of this Agreement, Customer consents to the exclusive jurisdiction and venue of such courts.

10. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

**PEARSON ONLINE & BLENDED LEARNING K-12 USA
VIRTUAL LEARNING PROGRAMS
STATEMENT OF WORK**

Customer:	Rutherford County Schools 2240 Southpark Drive Murfreesboro, TN 37128
Contact Person:	Dr. Kay Martin
Phone Number:	(615) 893-5815 ext. 22097
Email Address:	MartinK@rcschools.net

The above-named Customer (“Customer”) and Pearson Online & Blended Learning K-12 USA (“OBL”), are hereby entering into this Statement of Work (“Statement of Work”) whereby Customer is contracting with OBL to receive access to certain virtual education products through OBL’s suite of products and services, that includes OBL’s education management system, and any successor technology platform to which OBL transitions the School for purposes of this Agreement, collectively the “EMS”, along with associated OBL-provided support services, as more fully set forth herein (collectively, the “Education Program”), said Education Program to be offered to Students enrolled in a Customer-sponsored virtual academic program (“School”).

1. OBL Responsibilities:

- a. Education Program. Provide access to the following Education Program licenses, products and services (“Educational Products and Services”), including a robust curriculum that combines proven and rigorous educational content and materials with the best in technology-enhanced learning such that a significant portion of the curriculum is delivered through the internet and other electronic means (the “Curriculum”). The Curriculum is updated regularly, based on a rigorous analysis of student performance on state standards as measured by state testing results and internal assessments. As state standards are modified or changed in the future, OBL will continue to modify or change the curriculum to meet state standards.

The Curriculum includes:

- i. OBL Courses, including core and elective subjects, provided through International Connections Academy (“iNaCA”), and augmented by OBL-provided Instructional Services (“Courses”). Courses may be modified from time to time and may be subject to the State approval process before they can be made available for Student enrollment.
- ii. In accordance with the license terms set forth herein, a license to use all required curricular and instructional materials that are part of OBL’s

standard digital offering, including: textbooks; ancillary materials such as workbooks, kits, and texts; and other instructional resources such as Teachlet® tutorials (collectively “Instructional Materials”). Instructional Materials are delivered in a digital format.

b. EMS Access.

- i. In accordance with the license terms set forth herein, a license for the duration of the Term to access the EMS, for purposes of utilizing the Education Program set forth in this Statement of Work, including providing web-based access from non-school sites to the Education Program by Students, Caretakers of Students, Customer Administrator, and other Customer designees.
- ii. Access to other technologies, including those offered through the EMS, lesson scheduling tools, accountability tools, WebMail system, video and audio streaming, and the ability to track Student progress.

c. Instructional Support.

- i. If Customer elects to use OBL Certified Online Teachers for any Courses, OBL will provide OBL Teachers who are Tennessee Certified and subject credentialed, except Tennessee Certified teachers may not be provided for Career and Technical Education courses, American Sign Language courses, or in instances when substitute teachers are needed. Further descriptions of Instructional Services are provided on Exhibit A. Access to Courses taught by OBL Teachers shall be through iNaCA, and OBL will, if requested by Customer, implement Course completion requirements consistent with iNaCA to enable Customer the ability to transfer credits earned. Instructional support will be provided in U.S. standard business hours. In addition, when Customer elects to use OBL Teachers, OBL will provide the following:
 1. With respect to Students with Full-Time Student Seats only, an advisor whose responsibilities shall include: monitoring Student participation and performance; assisting Students in navigating OBL’s technology and systems; and facilitating communication between the Student and the subject matter Teacher on an as-needed basis.
 2. Modification or adaptation of assessments, instructional approach and/or lesson presentation by OBL Teachers to meet particular Students’ IEP/504 plans supplied by Customer as is reasonably afforded within the EMS. OBL will not provide additional human resources related to Special Education. OBL’s ability to perform such modifications and adaptations is dependent on Customer’s

provision of accurate, timely and detailed IEP/504 documentation regarding the Students.

- ii. If OBL Teachers are not being used for a Course, Customer must provide Customer Teachers to teach Students enrolled in such Course.
- d. Complaints. Promptly investigate any concerns or complaints raised by the Customer, involving the performance of any OBL personnel providing support services, including Instructional Support to the School.
- e. Student Records Support.
 - i. OBL shall maintain the confidentiality of all Students' records in compliance with applicable state and federal laws, and pursuant to the confidentiality provisions under this Statement of Work.
 - ii. All Student Record information shall remain the property of the Customer, and Customer is responsible for retrieving such information via the EMS during the Term. To the extent permitted by law, OBL may retain a copy of such records subject to the confidentiality requirements of this Statement of Work.
- f. Program Management. Provide a program liaison ("Program Manager") who shall be the point of contact for the individual designated by the Customer as the Customer-designated Administrator(s) (described below). The OBL Program Manager shall respond to Customer inquiries and support student achievement in the Education Products through ensuring smooth program start; championing fidelity of implementation; providing consultative support related to effective online program implementation, support schools in implementing best practices for monitoring data and identifying performance trends, and by acting as OBL's liaison for the Customer.
- g. Training and Professional Development. Customer must identify the person(s) responsible for being the district/platform administrator(s). Prior to program start, district administrators will be supported through 3 hours of online training in getting started and using the platform. In addition, Exhibit B describes various Training and Professional Development options, some of which may be included and others available to Customer at the stated rates.
- h. Other Professional and Technical Support Services.
 - i. Provide 24/7 technical support through on-line help and live phone support via OBL's Support Services to Authorized Users, Monday-Friday 9:00 a.m. to 9:00 p.m. (ET), excluding OBL's designated holidays. Students must have access to a computer that meets the minimum system requirements set forth at <https://www.connexus.com/public/systemRequirements.html>. OBL shall provide these Students with initial technical support to assist in determining if Students have the minimum requirements necessary to

participate in the Education Program, and limited ongoing technical support on an as-needed basis for the Students' use of the EMS.

- ii. Provide online tutorials to Students and Caretakers on the Education Program, use of the EMS, various OBL policies and procedures, and other technology to support Student learning as appropriate.
- iii. Virtual Set-up of School. OBL will create a dedicated EMS site build for Customer's school. In order to complete this site set-up, Customer must provide the necessary information to set up Customer's school site. Platform feature allows Customer capacity to brand the login page with their own logo.

2. **Customer Responsibilities:** The Customer, or Customer's designee, shall be responsible for the day-to-day management of the School and shall perform any responsibility not explicitly delegated to OBL under the terms of this Statement of Work, including, but not limited to:

- a. Course Completion and Transfer Credits. Establish requirements for Course completion (including awarding of transfer credit where applicable), grade attainment and attendance in order to meet minimum requirements for graduation with a School diploma.
- b. Counseling and Special Education Services. Deliver all counseling and Special Education Services, including identifying Students who are Special Needs Students. Provide students with any necessary assistive technology, or non-standard material in accordance with an IEP/504 Plan.
- c. Course Placement Changes. Complete course placement changes for enrolled students.
- d. Insurance. Obtain all insurance necessary and appropriate in connection with the operation of the School.
- e. Reporting. File all information directly with the applicable state or regulatory authorities, associated with the operation of the School, as required by any applicable state or federal law. OBL will support the Customer in the preparation of such reports, per state law, utilizing information provided by Customer. With regard to the Customer's reporting responsibilities, the Customer shall timely inform OBL of the information that is required to comply with any reporting obligation, including any required format or means of delivery (for example, Student Record fields and the required electronic format suitable for transferring such information in the Customer's or other regulatory authorities' records) at least thirty (30) days prior to any due date.
- f. Standardized Testing Administration. The Customer shall be responsible for administering any required standardized tests at its own cost.
- g. Student Data Transfer/Access Requests. To the extent the Customer requests OBL to provide any Customer employee, or third-party contractor, with access to

Student personally identifiable information, or to transfer such Student personally identifiable information outside of the EMS to a third party, the Customer is responsible for determining that such request for access or transfer is compliant with applicable local or Customer policies and procedures, as well as state or federal law, and for informing OBL of any restrictions OBL must follow in providing such requested access or transfer. The Customer shall hold OBL harmless and indemnify OBL for such access or transfer.

- h. Customer Administrator. The Customer shall designate and employ one or more Customer Administrator(s) and shall provide the names of such Customer Administrator(s) to OBL in writing. The Customer Administrator(s) shall be responsible for: (a) identifying all individuals authorized to have access to Customer and/or Student information; and (b) granting such access. All grants of access are determined by the Customer, and may be customized, including, but not limited to, the following categories of access: Customer Administrator, Customer staff; Customer Teacher; Student; or Caretaker. In addition, the Customer Administrator(s) will provide information to Customer's prospective families and address concerns about Students, including those raised by Teachers or other parties.
- i. Modifications to Content. It is the responsibility of the OBL Teacher, as the trained content expert, to deliver the educational content in the way that teacher deems appropriate. To the extent a Customer modifies Content (including but not limited to course content, assessments, and grade weighting), the Customer holds OBL harmless and assumes all responsibility for such modifications. Further, the OBL Teacher may choose to discuss or protest such modification, and OBL reserves the right to withdraw its Teacher as teacher of record in response to the Customer's modifications, if OBL deems that appropriate. The ultimate responsibility for any unauthorized modification lies with the Customer.
- j. National Collegiate Athletic Association Eligibility. Many of OBL's high school core and elective courses, delivered by OBL's teachers via the EMS, have been cleared as meeting NCAA Eligibility Center requirements. The Customer, by purchasing a package of services that complies with the requirements for the NCAA Eligibility Center approval of OBL's courses, and delivering those courses as set forth below, may offer its student athletes courses that may be used for NCAA initial eligibility. In order for the Customer's purchased OBL courses to maintain their status as meeting NCAA Eligibility Center requirements, the following must be in place:
 - i. The courses must be the courses listed on the NCAA website as Connections Learning/OBL approved courses.
 - ii. The courses must be delivered through the EMS by OBL's Certified Online Teachers (defined on Exhibit A).

- iii. The course content must be delivered via the sequential option. Credit recovery, diagnostic prescriptive, and flex courses are not NCAA-approved. GradPoint courses/content, regardless of delivery format, are not NCAA eligible.
 - iv. Customers may not modify NCAA approved courses. Any necessary modifications may only be made by OBL staff.
 - v. The Student and the OBL Teacher should be in contact, at a minimum, as the Student completes each quarter of a Course, and the student must complete one (1) synchronous Curriculum Based Assessment (CBA) each semester for any core (Math, Science, Social Studies, Language Arts) course.
 - vi. NCAA approval of OBL courses is dependent upon both OBL and the Customer abiding by a programmatic structure that adheres to the requirements set forth in the NCAA Guidelines for Pearson Online and Blended Learning Customers.
 - vii. If the Customer's program is not in full compliance with all elements of this section, then OBL shall consider such lack of compliance a material breach of this Statement of Work, and reserves the right, in its sole discretion, to terminate this Statement of Work accordingly.
3. **Limitations:** Customer acknowledges that OBL's responsibility is only to deliver the contracted-for Educational Program listed above. Customer will provide all other resources, materials, products or services and take all other actions required for Customer's School, in accordance with Customer's policies. Customer acknowledges that OBL is not serving as the credit-granting institution under this Statement of Work.
4. **Representation Regarding Non-discrimination:** Neither OBL nor the Customer will illegally discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or state law.
5. **Internet Access:** Each Student (or each household as applicable) shall be required to have access to the Internet for a sufficient amount of time to complete the instructional program (including assignments, online communication and collaboration, research and access to supplemental online resources). Students will be advised that high-speed access will provide for optimal participation.
6. **Education Program Offerings.** Exhibit A to this Statement of Work, attached hereto and incorporated herein by reference, details the specific Educational Products and Services being made available to Customer hereunder.
7. **Pricing and Invoicing.** Subject to Section 8, Exhibit B to this Statement of Work, attached hereto and incorporated herein by reference, details the pricing and invoicing procedures for the specific Educational Products and Services being made available to Customer hereunder.

8. **Term:** This Statement of Work will commence upon its execution by both parties (the “Effective Date”) and shall expire on **June 30, 2021**, with three (3) consecutive one-year renewal terms (the initial term and each renewal term individually and collectively “Term”). Annually, upon each renewal of the Term, OBL may increase prices for Educational Products and Services, by no more than Five Percent (5%) each, and such increase shall be effective without the need for an amendment to this Statement of Work or further action on the part of the parties; provided, that such adjusted prices shall not become effective until the first day of the renewal term. Each of the three consecutive renewal terms shall be automatic unless the party desiring not to renew provides the other party with notice of its intent not to renew on or before February 1 of the then-current Term.
9. **Termination:**
- a. **Grounds for Early Termination.** Unless otherwise renewed or earlier terminated, this Statement of Work shall terminate immediately upon the expiration of the Term. Any notice of early termination shall take effect at the closing of the last day of the Academic Year, unless otherwise agreed to by the parties or provided for herein. Except as specifically provided for herein and in the Standard Terms, this Statement of Work can only be terminated before its expiration as follows:
 - i. By both parties if they agree in writing to the termination;
 - ii. Termination by either party, if one party materially breaches this Statement of Work and fails to cure such breach within thirty (30) days following written notification of such breach from the other party. In the event objectively ascertainable reasonable efforts have been made to effect such cure, and the breach at issue does not objectively lend itself to cure within such 30 day period, then such additional time as necessary to complete said cure, but in no event longer than 60 days following written notification of such breach;
 - iii. Termination by operation of law, if the School is no longer certified to be operational pursuant to applicable state law.
 - iv. Termination by OBL at the close of the then Academic Year, if the payments to which OBL is entitled under this Statement of Work are materially reduced as a result of a change in funding provided to the Customer or applicable laws or regulations impose requirements that are materially different from those previously provided under this Statement of Work and OBL is unwilling or unable to make the required changes.
 - v. By OBL, if there are unresolvable differences between the Parties relating to what OBL, in its sole discretion, considers to be conduct that reflects materially and unfavorably upon OBL’s reputation with respect to the manner in which Customer carries out its responsibilities under the terms of this Agreement and OBL provides the Customer with thirty (30) days

written notice of its intent to terminate during which such time the Parties shall work in good faith to alleviate to OBL satisfaction the circumstances giving rise to such unresolvable differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given.

- vi. OBL may, at its sole discretion, immediately terminate or suspend its performance of the Statement of Work, including suspension of access to the EMS, any time Customer is more than thirty (30) days in arrears on its payment obligations to OBL, which shall be considered a material breach. In the event of termination or suspension by OBL under this section, Customer's access to the EMS (including all Students and Authorized Users whose right of access to the EMS is derived from OBL's contractual relationship with Customer) shall be discontinued without further notice. In the event of a suspension of access to the EMS, access may, at the sole discretion of OBL, be restored when Customer's payment obligations are brought current and OBL has received adequate assurances that Customer's payment obligations to OBL shall remain current for the remainder of the term of the Statement of Work.
 - vii. Neither party shall be liable for any failure of or delay in fulfilling or performing any terms of the Statement of Work when and to the extent such failure or delay is caused by or results from acts beyond the party's control, including, but not limited to act of God, natural disaster, epidemic or pandemic, war, invasion, terrorist threats or acts, riots or civil unrest, government order or law, national or regional emergencies, strikes, labor stoppages, or shortage of adequate power/internet capabilities for the region. Either party impacted by such an event shall give written notice to the other party of the event and either party impacted by such an event shall give written notice to the other party of the event and an estimated timeline for performance, if possible.
- b. Obligations on Termination. In the event this Statement of Work is terminated by either party for any reason:
- i. Each party will promptly (not later than thirty (30) days after the effective date of termination) return to the other party all Confidential Information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Statement of Work or required by applicable law;
 - ii. All access to the EMS and other Educational Products and Services contracted for herein shall be discontinued;

- iii. Customer shall pay OBL all amounts due under this Statement of Work upon the earlier of either their due dates or thirty (30) days after the effective date of termination; and
- iv. The parties shall continue to be bound by the following provisions of this Statement of Work , which shall survive termination of this Statement of Work: Sections 8, 9, 10, 12 and 13.

10. **Limitation of Liabilities:** In no event will either party, or such party's Affiliates, directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of the other party or such party's Affiliates, directors, officers, employees, or agents.
11. **Notices:** All notices, consents and other communications under this Statement of Work shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party). Notwithstanding the foregoing notice procedures, the parties acknowledge that notices regarding the ordinary operation of the Education Program may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

If to OBL:	Pearson Online & Blended Learning K-12 USA 10960 Grantchester Way Two Merriweather Columbia, MD, 21044 Attn: Donna Hutchison
With a copy to:	Pearson Online & Blended Learning K-12 USA 10960 Grantchester Way Two Merriweather Columbia, MD, 21044 Attn: Dept. of School Legal Affairs Legal-PearsonOBL@pearson.com
If to the Customer:	Rutherford County Schools 2240 Southpark Drive Murfreesboro, TN 37128 Attn: Bill C. Spurlock E-mail: spurlockb@rcschools.net

12. **Defined Terms:** Capitalized terms not otherwise defined in this Statement of Work shall have the meanings ascribed to them in the “Standard Terms,” meaning the Terms and Conditions for Virtual Learning Programs located at <https://www.pearson.com/obl-terms-conditions> and further described below.

- a. References to “Connections Learning” in the Standard Terms apply equally to OBL.
- b. “Academic Year” shall mean the school year ending on June 30 of a given year, and shall not include summer school, unless stated otherwise herein.
- c. “Special Education Services” shall mean all necessary special education programs and services, including the development and implementation of IEPs and Section 504 plans, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Needs Students.
- d. “Special Needs Students” shall mean Students (as hereinafter defined) who have been identified as ELL, disabled under the Federal Individuals with Disabilities Education Act, as amended (“IDEA”) or disabled under Section 504 of the Federal Rehabilitation Act of 1973.
- e. “Instructional Services” means the provision of all Teachers or other professionals necessary to fully deliver the Education Program to Students. Teachers shall be subject-matter credentialed and licensed under the laws of any state (including the District of Columbia) that comprises the United States, but need not be licensed under the laws of the Customer’s state. Teacher responsibilities shall include integrating state-of-the-art instructional tools and the Content to engage and instruct Students; creating individualized lesson plans and instruction; providing engaging real-time instruction and one-on-one support via LiveLesson® sessions, phone and WebMail; and tracking Student progress.

13. **Miscellaneous:**

- a. **Severability.** If any provision of this Statement of Work is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Statement of Work.
- b. **Complete Agreement; Modification and Waiver.** This Statement of Work constitutes the entire agreement between the parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Statement of Work. No supplement, modification or amendment of this Statement of Work shall be binding unless executed in writing by both parties. No waiver of

any provision of this Statement of Work will be effective unless it is in writing and signed by the party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

- c. Sales Tax. The Customer shall provide OBL with support that it is tax exempt. To the extent that the Customer is not tax exempt, the Customer shall be responsible for federal, state, or local taxes assessed, if any, based on the Education Program provided by OBL hereunder.
- d. No Third Party Rights. This Statement of Work is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Statement of Work shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.
- e. Compliance with Laws, Policies, Procedures, and Rules. Each party will comply with all applicable federal and state laws and regulations.
- f. Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Statement of Work. All schedules and exhibits to this Statement of Work are incorporated herein and shall be deemed a part of this Statement of Work as fully as if set forth in the body hereof.
- g. Status and Relationship of the Parties. The Parties intend that the relationship created by this Statement of Work is that of an independent contractor and not employer-employee. Except as expressly provided in this Statement of Work, no agent or employee of OBL shall be deemed to be an agent or employee of the Customer. Each Party shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between OBL and the Customer is based solely on the terms of this Statement of Work, and the terms and conditions of any other written agreement between OBL and the Customer.
- h. Standard Terms. This Statement of Work is subject to the Standard Terms. Once this Statement of Work is executed by the parties, this Statement of Work, including any subsequent amendments thereto, and the Standard Terms together will comprise the agreement of the parties. This Statement of Work shall be read so as to be compatible with the Standard Terms. However, to the extent there is an irreconcilable conflict between the two, the provisions set forth in the Statement of Work shall govern. Customer will issue a purchase order simultaneous with signature of this Statement of Work in order to facilitate its own internal billing procedures when applicable. Any terms set forth in such purchase order contradicting or adding to the terms of this Statement of Work shall be null, void, and of no effect.

- i. Electronic Signatures. This Statement of Work and related documents may be signed in counterparts, and may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Computer maintained records of the Statement of Work and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

Agreed to by:

**Pearson Online & Blended Learning
K-12 USA**

By: _____

Name: _____

Title: _____

Date: _____

Rutherford County Schools

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
EDUCATIONAL PRODUCTS AND SERVICES

Offering	Description
Course Seat (CS)	<p>Each Course Seat license provides access for a fixed duration, listed on <u>Exhibit B</u>, for one Student enrolled in one Course at a time.</p> <p>An enrollment may be in any offered course within the Pearson Connexus catalog.</p> <p>The number of Course Seats purchased is the maximum number of unique student enrollments there may be at any one time. While the Course Seats are non-refundable, in the instance of a student withdrawing from a course (for any reason), the Course Seat may be reassigned to another student or another course without penalty.</p>
Full-Time Student Seat (FTSS)	<p>Each Full-Time Student Seat license provides access for a fixed duration, listed on <u>Exhibit B</u>, for one Student to enroll in up to eight Courses at a time.</p> <p>An enrollment may be in any offered course within the Pearson Connexus catalog.</p> <p>The number of Full-Time Student Seats purchased is the maximum number of unique Students there may be at any one time. While the Full-Time Student Seats are non-refundable, in the instance of a student withdrawing from the Seat (for any reason), the Full-Time Student Seat may be reassigned to another student without penalty.</p>
Instructional Services	
Certified Online Teachers (COT)	<p>Certified teacher who:</p> <ul style="list-style-type: none"> - provides student- and teacher-initiated direct instruction - is the teacher of record - responds to student-initiated messages, WebMail, and telephone calls - moderates discussion boards

	<ul style="list-style-type: none"> - grades assignments, provides grading feedback, and assigns final grades - available on a per-student, per-course seat basis and may be reassigned as needed - is required in order for OBL courses to meet NCAA Eligibility Center requirements - OBL Teachers will not award final grades for a course taught by OBL teachers unless the student was continuously enrolled in the course for at least 30 days.
LiveTutor	<p>Access to academic professionals who</p> <ul style="list-style-type: none"> - Respond to general questions regarding concepts and assignment instructions for Math, Science, Language Arts, and Social Studies - Respond to student-initiated questions. <p>LiveTutor hours:</p> <ul style="list-style-type: none"> - Science, English, Social Studies and Elementary LiveTutors are available from 9 am - 6 pm ET from Monday - Thursday and 9 am - 5 pm ET on Friday. - Math LiveTutors are available from 9 am - 11 pm ET Monday - Thursday and from 9 am - 5 pm ET on Friday.

Exhibit B Pricing and Invoicing

1. **Pricing.** In consideration for the Education Program provided by OBL to the Customer during the Term, OBL shall be paid the sums set forth herein:

a. Education Program – with OBL Instructional Services

Offering	Price - Academic Year (purchases prior to Jan. 1)	Price – Spring Semester (purchases on or after Jan. 1)
Course Seat with Certified Online Teachers (CS)	\$750.00	\$375.00
Full-Time Student Seat with Certified Online Teachers (FTSS)	\$3,825.00	\$2,104.00

b. Education Program – Supplemental Courseware with Customer Teachers*

Offering	Price per Academic Year
Course Seat	\$200.00

* Supplemental Courseware Seats are available each year after purchase of 75 CS with COT or 10 FTSS with COT.

c. Education Program – Other Instructional Support Options

Offering	Price – Academic Year
LiveTutor	\$69.00 per Course Seat \$99.00 per FTSS

d. Education Program – Services

Service	Fee
Training and Professional Development	

<p>Pearson OBL requires online training for the person(s) identified by Customer for being the administrator(s). Administrators are responsible for creating users with the correct permissions, copying down courses, and enrolling users into courses. Since their role, and permissions are different from a teacher, they will be supported through three hours of online training on tasks that are key to getting started and using the platform specific to their role. This training equips the administrator with an understanding of the EMS from the perspective of the administrator and prepares them to successfully set-up the EMS to best support their program. In addition, administrators have access to various asynchronous support resources on <i>my PearsonTraining</i> to refer to following initial onboarding and the Help Desk is available to support administrators as needed.</p>	<p>Included</p>
<p>Online Onboarding Training</p> <p>Pearson OBL requires new teachers to participate in 12 hours of onboarding training to ensure they are equipped to use the tools and features in the EMS platform. This training will be provided to OBL teachers, and/or teachers provided by Customer and includes a combination of synchronous and asynchronous activities. Synchronous training is delivered online and facilitated by an educational consultant. Asynchronous activities include teacher review of the tutorials and guides available on <i>my PearsonTraining</i>.</p>	<p>Included</p>
<p>Ongoing (Monthly) Webinars</p> <p>As part of OBL's continuum of training and professional learning, and commitment to supporting teacher use of the EMS to</p>	<p>Included</p>

<p>personalize student learning, an OBL educational consultant will facilitate six 1-hour webinars during the school year (to begin the month after completion of onboarding training). These sessions will build on the foundation provided by the onboarding training and support teachers in using the platform, modifying courses, monitoring student performance, and analyzing reports. Up to 30 teachers may attend each of these sessions.</p>	
<p>my PearsonTraining Portal (MPT)</p> <p>To complement and support teacher training, every administrator and teacher has access to <i>my PearsonTraining</i> (MPT) for “just-in-time” learning. MPT provides a one-stop training site with resources including tutorials, user guides, training materials, implementation ideas, and more. MPT also includes live phone and chat support.</p>	<p>Included</p>
<p>Onsite Training Day</p> <p>Partners can elect to purchase onsite training that includes an introduction, or review, of basic platform features and a more in-depth look at advanced features for monitoring and supporting student learning. Customer input on the agenda for the onsite training ensures OBL is providing the most effective support to teachers. These one day (@ 6 hours) interactive sessions are led by an educational consultant and provide a hands-on approach with opportunities for questions and targeted support.</p>	<p>\$2,500.00 per day (25 attendees)</p>

Additional Online Training Webinars Partners can purchase additional online training in three- or six-hour blocks of time. Topics would be determined in collaboration with the customer to ensure OBL is addressing their needs.	\$300.00 for 3 hours \$600.00 for 6 hours
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2. **Invoicing**

a. **General.**

- i. OBL shall invoice the Customer monthly for any charges incurred during the Term. Customer shall remit payment to OBL for these invoices within thirty (30) days from the invoice date. The Parties may establish alternative payment arrangements by mutual written agreement. In no event shall failure by OBL to invoice the Customer constitute a waiver of the Customer's obligation to make payment to OBL under the Statement of Work.
- ii. All Educational Products and Services expire at the end of their stated term, or if not stated, at the end of the then-current Academic Year, unless agreed to otherwise.
- iii. OBL reserves the right to charge to Customer and add to any invoice the costs of re-shipping materials to Customer or Customer's Students due to (i) inaccurate Student data provided by Customer, or (ii) loss of materials by Customer or Customer's Students, where applicable.

b. **Educational Products and Services Invoicing Procedure.** The following invoicing procedures will apply with respect to Customer's utilization of the Education Program:

- i. Once Customer notifies OBL in writing of its desire to purchase a certain number of Educational Products and Services and/or incurs charges otherwise through Customer's usage of the EMS (such as by Customer enrolling a Student under an enrollment license), OBL will invoice Customer accordingly, with the charges for Educational Products and Services incurred as of 11:59 p.m. on the 15th day of each month, with the first such count date being referred to herein as the "Initial Invoicing Date." The invoice reflecting the Initial Invoicing Date shall include charges for charges for the Minimum Purchase (described below) and any additional Educational Products and Services purchased as of the Initial Invoicing Date.
- ii. After the Initial Invoicing Date, throughout the remainder of the Term, OBL shall calculate any additional charges incurred by Customer, and OBL shall invoice Customer for any such additional charges on the 15th

day of each successive month. Customer acknowledges that should OBL fail to list a new enrollment license, for example, on the invoice following such license's first utilization, Customer would nevertheless remain financially responsible for such license and would be invoiced accordingly. If the number of Educational Products and Services utilized exceeds the number already invoiced, OBL will invoice Customer for the additional Educational Products and Services based on the pricing terms set forth herein. No refund or credit shall be due to Customer in the event that an Educational Product or Service is not utilized, for example if a student enrolls in and then drops a class under an enrollment license purchased by Customer.

- c. Professional Development & Training Invoicing Procedure. Professional Development & Training options that carry a fee will only be provided upon written request from the Customer, after which OBL will invoice Customer.
- d. Minimum Purchase Commitment. Minimum Purchase Commitment. Customer agrees to purchase each year a minimum of (x) seventy-five (75) Course Seats with Certified Online Teachers or (y) ten (10) Full-Time Student Seats with Certified Online Teachers (either purchase being considered the "Minimum Purchase"). The cost of the Minimum Purchase in the first year of the Statement of Work is (x) Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250.00) (for CS) or (y) Forty-Two Thousand Five Hundred Dollars (\$42,500.00) (for FTSS), and in subsequent years is subject to increase as described in the Statement of Work. Invoicing for the Minimum Purchase is described below.
 - i. OBL will invoice Customer approximately September 1, 2020 for the Minimum Purchase and any other Educational Products and Services purchased as of then, and approximately September 1 of each subsequent year during the Term. Payment for such invoice will be due within thirty (30) days of the invoice date.
 - ii. Separate from the Minimum Purchase, when Customer notifies OBL in writing of its desire to purchase Educational Products and Services and/or incurs charges otherwise through Customer's usage of the EMS (such as by Customer enrolling a Student under an enrollment license), OBL will invoice Customer accordingly, with the charges for Educational Products and Services incurred as of 11:59 p.m. on the 15th day of each month.

**RUTHERFORD COUNTY BOARD OF EDUCATION
JOB DESCRIPTION**

JOB TITLE: **Lead School Psychologist**

TERMS OF EMPLOYMENT: Eleven Months

IMMEDIATE SUPERVISOR: Coordinator of Special Education

SUPERVISES: School Psychologists

POSITION DESCRIPTION: The Lead School Psychologist, under the general direction of the Coordinator of Special Education, will assist in the supervision, guidance, professional development, and day-to-day management of the school psychology staff. In addition, they will liaison with the School Safety Administrator to oversee the county Threat Assessment and Safety Plan procedures.

POSITION RESPONSIBILITIES:

The Lead School Psychologist in collaboration with the School Safety Administrator will :

- Liaison with School Safety Administrator in the development and/or revision of Threat Assessment and Safety Plan procedures, including conducting research on for students with repeated threat assessments, using data to identify trends and to enhance processes and procedures.
- Be responsible for oversight of the county's Threat Assessment processes, including training school level psychologists and administration in Threat Assessment processes and management, and development of Safety Plans.
- Develop and/or revise and/or review enhanced Threat Assessment rubric and Safety Plans for use by school administration and school level psychologists.
- Ensure Safety plans are completed, in place, and being followed on all students who have been assessed through the Threat Assessment process.
- Lead Threat Assessments for significant student threats and any employee threats.
- Act as an advocate for a safer school environment, ensuring that Threat Assessments and resultant Safety plans accommodate the needs of the student, while ensuring the best result for the overall safety of students, faculty and staff.
- Manage the Threat Assessment data base, establishing files for all students rated at the highest level of threat/risk, and work with IT, vendors, and Safety Administrator in securing Threat Assessment follow up software.

The Lead School Psychologist, under the direction of the Special Education Coordinator, will:

- Supervise and provide the day-to-day management of the School Psychology staff.
- Collect, review, analyze, and interpret relevant and important student, school, district, and state data to inform procedural and instructional strategies and decisions. Examples include behavior data, financial data, school-wide data, and student data such as attendance, discipline, and educational performance.
- Provide training and support to School Psychologist staff, school teams and other stakeholders about Special Education related topics, and will provide direct communication and support to School Psychologist team regarding updates in policies, procedures, and guidance.
- Conduct school-based observations of school psychologists using the TEAM rubric.
- Collect and analyze data relating to assessment materials and usage, including protocol usage and test kits allocation, and make recommendations for maintaining and acquiring essential supplies for completion of School Psychologist role.
- Support the ongoing professional development of school psychology staff through monthly training opportunities, including developing and implementing mentoring and training protocol for new staff, and other strategies to assist in the advancement of effective practices in school psychology in accordance with NASP standards.
- Provide support for School Psychologists in the daily operation and function of their role, including case management.
- Assist in planning and providing staff development for general and special education teachers, administrators and staff regarding Special Education policies and procedures, curriculum, instructional techniques and strategies, and other issues relevant to identifying and serving eligible students with disabilities.
- Assist in completing periodic Special Education reports required by the Tennessee Department of Education.
- Complete and maintain all records pertinent to the performance of assigned responsibilities and duties in a timely and efficient manner.
- Move about the school system and community during school hours as needed, in the performance of assigned responsibilities and duties.
- Become knowledgeable of and assist in upholding and enforcing school rules, board policies, and administrative regulations.
- Have thorough knowledge of and be able to communicate key points of the various disability categories as defined by the state, including best practice for evaluation and eligibility determination, and the use of MTSS.
- Engage in regular opportunities for professional development and growth as authorized by the Coordinator of Special Education, and stay current with NASP and TASP initiatives, trainings, and best practices.
- Assume full responsibility for maintaining professional endorsements, licensure, professional development and in-service, etc. required for employment in the position.
- Be available for job-related activities outside the instructional day upon the reasonable request of student, parent, teacher, etc., and/or direction of Coordinator of Special Education.
- Perform other job-related duties as assigned by the Coordinator of Special Education.

QUALIFICATIONS:

- Must meet all health, physical and background-check requirements.
- Must hold a current valid Tennessee Professional School Service Personnel certificate with an endorsement in the area of School Psychology. National Certification in School Psychology (NCSP) through the National Association of School Psychologists (NASP) and administrative endorsement are strongly preferred.
- Minimum of Specialist in Education in School Psychology is required.
- Have a minimum of 7 years successful directly applicable and increasingly responsible experience as a School Psychologist.
- Possess strong Interpersonal skills, including the ability to work effectively and develop professional relationships with a wide range of audiences including, students, school administrators, teachers, other professionals in the school and community, Psychology staff and staff from other departments, support staff, parents, supervisory staff, etc. Also demonstrates the ability to conduct themselves in a professional manner with a positive attitude.
- Exhibit professionalism in all areas such as, but not limited to, confidentiality, punctuality, regular attendance, appropriate hygiene and appearance, and respect for stakeholders from a variety of backgrounds and cultures, including but not limited to students and families, staff members, supervisors, and community representatives.
- Demonstrate excellent verbal and written communication skills and the ability to effectively communicate with a variety of audiences and stakeholders.
- Possess above average understanding of special education law, eligibility standards, services, procedures, parental rights, and unique learning needs of students with various disabilities.
- Possess necessary organizational and management skills including conflict resolution/mediation skills. This includes the ability to work successfully both independently and within a team, and the ability to receive and share constructive feedback.
- Ability to carry out responsibilities with limited direct supervision.
- Ability to work effectively under pressure and handle multiple tasks efficiently and effectively with close attention to details.
- Strong problem-solving skills including the ability to apply logical principles to solve practical problems within the department and the organization. This includes the willingness to accept change and think outside the box.
- Broad knowledge and demonstrated proficiency in the application of Special Education Federal and State rules and regulations pertaining to referral, identification and placement procedures and IEP development.
- Strong written and verbal presentation skills. Possess sufficient computer skills necessary to maintain records and complete required documents and other paperwork related to the position.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board of Education's policy on Evaluation of Professional Personnel.

BID TAB - Tan Oaks Elementary - Bid #3472 - May 7, 2020				
General Contractor	Batten & Shaw	R. G. Anderson	Robert S. Biscan & Company	Southland Constructors
BASE BID	\$ 44,471,659.00	\$ 41,462,000.00	\$ 43,019,816.00	\$ 43,050,000.00
Alternate #1: LVT Flooring	\$ 160,263.00	\$ 140,000.00	\$ 195,000.00	\$ 168,000.00

BID #3472-1 - TAN OAKS DOWNS SUBDIVISION OFFSITE SANITARY SEWER					
General Contractor	Charles DeWeese Construction, Inc.	Civil Constructors	Norris Brothers Excavating	R.G. Anderson Company	Williamson Construction Company
Base Bid	\$ 775,882.00	\$ 798,428.00	\$ 798,000.00	\$ 909,000.00	\$ 722,595.00

Bid # 3473
Lavergne Middle School Addition

*Batten & Shaw	Biscan Construction	Orion	RG Anderson	*Sain Construction
13,868,631.00	12,530,000.00	13,375,600.00	12,867,000	13,147,000

*After reading of bids, the envelope's subcontractor information was incorrect.