

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

June 18, 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: June 4, 2020 Board Meeting

B. Community Use of Facilities

C. Routine Bids

Bid #3475 – Pest Control for Cafeteria and Dining Areas

Bid #3476 – Grease Trap Cleaning

Bid #3477 – Custodial Supplies and Equipment

Bid #3478 – Trinocular Microscopes (Oakland High)

D. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Richie Conner *6	NTE \$2,000.00	Blackman Middle	School Funds- Football + General Athletics	Bus Driver
Jessica Jackson *6	NTE \$2,000.00	Blackman Middle	School Funds- Football, General Athletics, + Field Trips	Bus Driver

John Pierce	NTE \$5,000.00	Blackman Middle	School Funds-Football, Baseball, Softball, Soccer, + Gen. Athletics	Mowing, Weed Eating, Fertilizing, Trash Pick-up, and other Field Maintenance
Travis Rutland	NTE \$5,000.00	Blackman Middle	School Funds-Football, Baseball, Softball, Soccer, + Gen. Athletics	Mowing, Weed Eating, Fertilizing, Trash Pick-up, and other Field Maintenance
Dustin Stem	NTE \$5,000.00	Blackman Middle	School Funds-Football, Baseball, Softball, Soccer, + Gen. Athletics	Mowing, Weed Eating, Fertilizing, Trash Pick-up, and other Field Maintenance
Ray Bennett *6	NTE \$5,000.00	Central Magnet	School Funds-Variou	Bus Driver
Chase Cato	NTE \$5,000.00	Central Magnet	Various Athletic Accounts	Game Administration/Games for 2020/2021 school year
Jacqueline Crawley Harrison	NTE \$700.00	Central Magnet	School Funds-MS Basketball	Bookkeeper for MS Basketball
Mark Kirksey	NTE \$5,000.00	Central Magnet	Various Athletic Accounts	Game Administration/Working games for 2020/2021 school year
Allen Nichols	NTE \$5,000.00	Central Magnet	Various Athletic Accounts	Game Administration/Working games for 2020/2021 school year
Jason Patterson *6	NTE \$5,000.00	Central Magnet	School Funds-Variou	Bus Driver
Jeremy Stansbury *6	NTE \$5,000.00	Central Magnet	School Funds-Variou	Bus Driver
Jay Windham *6	NTE \$5,000.00	Central Magnet	School Funds-Variou	Bus Driver
Doug Worsley *6	NTE \$5,000.00	Central Magnet	School Funds-Variou	Bus Driver

Angela Allison	NTE \$1,000.00	Oakland High	School Funds-Track	Assistant Track Coach
Whitney McCurrie	NTE \$500.00	Oakland High	School Funds-Track	Assistant Track Coach
Phillip Kigaita	NTE \$500.00	Siegel High	Siegel Band Boosters	Band Camp Instruction
Brilynn Carter	NTE \$800.00	Siegel Middle	School Funds-Volleyball	Assistant Volleyball Coach
Craig Dziduch	NTE \$500.00	Siegel Middle	School Funds-Volleyball	Assistant Volleyball Coach
Justin Morton	NTE \$2,000.00	Smyrna Middle	General Purpose Schools Fund	Field Maintenance
Debra Burton	NTE \$5,000.00	Stewarts Creek High	School Funds-Band or SCH Music Boosters	Band Camp-Summer (Marching) + Winter (Concert)
Michael Chester	NTE \$5,000.00	Stewarts Creek High	School Funds-Band or SCH Music Boosters	Band Camp-Summer (Marching) + Winter (Concert)
Seth Gregory	NTE \$3,000.00	Stewarts Creek High	School Funds-Choir	Choir Clinician
Angeline Hale	NTE \$5,000.00	Stewarts Creek High	School Funds-Band or SCH Music Boosters	Band Camp-Summer (Marching) + Winter (Concert)
Stephen Hammond	NTE \$975.00	Stewarts Creek High	School Funds-Girls and Boys Basketball	Clock worker for Basketball
Brittany Jerrell	NTE \$5,000.00	Stewarts Creek High	School Funds-Band or SCH Music Boosters	Band Camp-Summer (Marching) + Winter (Concert)
Andrew Lynn	NTE \$5,000.00	Stewarts Creek High	School Funds-Band or SCH Music Boosters	Band Camp-Summer (Marching) + Winter (Concert)
Lorna Pyka	NTE \$3,000.00	Stewarts Creek High	School Funds-Choir	Choir Clinician
Brenda Williams	NTE \$3,000.00	All Schools	School Funds + Boosters	Piano Accompanist

Shelah Browne	\$20/Lesson	Oakland Middle	School Funs-Band	Private Lessons
Tim Hale	\$20/Lesson	Oakland Middle	School Funds-Band	Private Percussion Lessons
Sarah Parker	NTE \$2,000.00	Riverdale	School Funds-Soccer	Assistant Boys Soccer Coach
Claudia Wigger	NTE \$6,000.00	Siegel High	Siegel Band Boosters	Color Guard Technician
Mary Braschler	NTE \$3,000.00	Stewarts Creek High	School Funds-Choir	Collaborative Piano
Elizabeth Bullen	NTE\$25,000.00	Stewarts Creek High	School Funds-Band or SCH Music Boosters	Color Guard Director
Benjamin Easley	NTE \$1,842.00	Stewarts Creek High	School Funds-Band or SCH Music Boosters	Marching Band Music Arrangements
Stephanie Jones	NTE\$18,000.00	Stewarts Creek High	School Funds-Choir	Voice Teacher
Allison Meek	NTE \$5,000.00	Stewarts Creek High	School Funds-Band or SCH Music Boosters	Color Guard Technician
Derek Meler	NTE\$18,000.00	Stewarts Creek High	School Funds-Choir	Voice Teacher
Josh Nelson	NTE\$25,000.00	Stewarts Creek High	School Funds-Band or SCH Music Boosters	Percussion Director + Private Lessons
Megan Nelson	NTE\$15,000.00	Stewarts Creek High	School Funds-Band or SCH Music Boosters	Front Ensemble Percussion Instruction – Band Camp
Jessica Dunnavant	\$25/Lesson	Stewarts Creek Middle	SCM Music Boosters	Instrumental Music Lessons
Tara Johnson	\$25/Lesson	Stewarts Creek Middle	SCM Music Boosters	Instrumental Music Lessons

Stephen Morgan	\$25/Lesson	Stewarts Creek Middle	SCM Music Boosters	Instrumental Music Lessons
Joshua Nelson	\$25/Lesson	Stewarts Creek Middle	SCM Music Boosters	Instrumental Music Lessons
Jovan Quallo	\$25/Lesson	Stewarts Creek Middle	SCM Music Boosters	Instrumental Music Lessons
Garen Webb	\$25/Lesson	Stewarts Creek Middle	SCM Music Boosters	Instrumental Music Lessons
Jennifer Zimmerer	\$25/Lesson	Stewarts Creek Middle	SCM Music Boosters	Instrumental Music Lessons
Kim Bly *2	Hourly	Barfield	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Elonda Bethea *2	Hourly	Blackman Middle	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Andrea Gentry *2	Hourly	Blackman Middle	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Vernon Humes *2	Hourly	Blackman Middle	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Sarah Lozano *2	Hourly	Blackman Middle	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Lesa Mosley *2	Hourly	Blackman Middle	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
George Nelson *2	Hourly	Blackman Middle	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year

Cynthia Tyler *2	Hourly	Blackman Middle	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Delana Easley *2	Hourly	All Schools	School Funds + Boosters	Piano Accompanist

** Unless listed as an hourly rate

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

E. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coaches are for the 2020-2021 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Hayli Meeks	Siegel High School	Soccer/Girls
Kirk Bagley	Blackman High School	Football
Sarah Parker	Riverdale High School	Soccer
David Ashburn	Christiana Middle School	Baseball
Timmie Clardy	Christiana Middle School	Football
Kevin Phillips	Christiana Middle School	Football
Robert Kucker	Smyrna High School	Soccer/Boys
Kelly Marlin	Smyrna High School	Bowling
Jason Tigg	Smyrna High School	Football
Brandon Banniza	Smyrna High School	Swimming
Janie Hopper	Siegel Middle School	Soccer/Boys
Autumn Gates	Siegel Middle School	Dance
Irvin Turner	Blackman Middle School	Track
Joey Vann	Blackman Middle School	Baseball
Howard Pride	Stewarts Creek High School	Basketball/Boys
Richard Hughes	Blackman Middle School	Volleyball
Michael France	Blackman Middle School	Basketball
Casey McClure	Blackman Middle School	Soccer/Boys
Kevin Gregory	Blackman Middle School	Football
Anna Brainerd	Blackman Middle School	Cross Country
Luke Hillis	Rock Springs Middle School	Football
Kara Stoecker	Rock Springs Middle School	Volleyball
Ben Baldwin	Rock Springs Middle School	Football
Charles Montgomery	Rockvale High School	Swimming
Marcus Summers	Rockvale Middle School	Softball

Anthony Rutland	Stewarts Creek High School	Basketball/Boys
Jeremy Selvidge	Blackman High School	Track/Cross Country
Vonce Henderson	Blackman High School	Football
Dustin Cox	Thurman Francis	Baseball
Philip Pinion	Eagleville Middle School	Basketball/Girls
Chris Ellis	Eagleville	Basketball/Boys-Softball
Jay McLemore	Eagleville High School	Wrestling
Tifini Bain	Eagleville	Softball-Basketball/Girls
Thomas Bain	Eagleville Middle School	Softball
Austin Brennstuhl	Eagleville High School	Football
Timothy Cole	Eagleville	Basketball/Boys
Larry McMahan	Eagleville	Softball
Robert Ricks	Eagleville	Archery
Susan Tribble	Eagleville	Volleyball
Alex Robins	Eagleville High School	Football
Jennifer Fernandez	Stewarts Creek High School	Softball
Gabriel Reynolds	Stewarts Creek High School	Basketball/Girls
Jayla Walker	Stewarts Creek High School	Dance
Charles Mitchell	Stewarts Creek High School	Baseball
Maddox Vondohlen	Stewarts Creek High School	Baseball
Joseph Huddleston	Thurman Francis	Baseball
Joanne Parker	Thurman Francis	Swimming
Lenny Lozano	Thurman Francis	Baseball
Kelly Hagar	Thurman Francis	Basketball/Girls
Erin Anderson	Thurman Francis	Volleyball
Heather Dunsford	Thurman Francis	Archery
Christina Traugher	Thurman Francis	Cross Country
Christopher Webb	Thurman Francis	Basketball/Boys
Tommy Bogle	Rock Springs Middle School	Baseball
Mary Braschler	Stewarts Creek High School	Choir
Shelah Michelle Brown	Oakland Middle School	Band
Elizabeth Bullen	Stewarts Creek High School	Band
Jessica Dunnavant	Stewarts Creek Middle School	Band
Tim Hale	Oakland Middle School	Band
Tara Johnson	Stewarts Creek Middle School	Band
Stephanie Jones	Stewarts Creek High School	Choir
Derek Meler	Stewarts Creek High School	Choir
Stephen Mark Morgan	Stewarts Creek Middle School	Band
Joshua Nelson	Stewarts Creek High School	Band
Joshua Nelson	Stewarts Creek Middle School	Band
Jovan Quallo	Stewarts Creek Middle School	Band
Ben Shaw	Siegel High School	Band

Garen Webb	Stewarts Creek Middle School	Band
Claudia Wigger	Siegel High School	Band
Jennifer Zimmerer	Stewarts Creek Middle School	Band

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

6. VISITORS

7. USE OF FACILITIES

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

Blackman High	Blackman Youth Football & Cheer, season, 7/6/20-12/1/20 M/Tu/Th/Sa, auditorium (meeting)/cafeteria (registration)/football stadium & outside campus, \$31, 321, *subject to COVID-19 restrictions and updates.
Oakland High	MBA Braves, practices, 6/18/20-10/31/20, Softball and baseball field, \$18/hr
Rockvale High	Pro Skills Basketball, AAU basketball practices/ skills training, 7/6/20-7/30/20 M/Th 6:30-7:30 pm gym, \$18/hr
Rockvale High	Elite Amateur Basketball, AAU basketball practice, 6/6/20-7/14/20 M/Tu/Th/Sa 6-8 pm, gym, \$18/hr
Rockvale High	Tennessee Flight Basketball, practices, 6/18/20-12/1/20, gym, \$18/hr
Rockvale High	Rockvale Youth Football & Cheer, season, 7/1/20-12/1/20, football stadium, \$18,000, *subject to COVID-19 restrictions and updates.
Smyrna Middle	Lancaster Christian Academy, high school football Games, 8/28/20, 9/12/20, 10/2/20, 10/24/20 from 7-10 pm, football field \$200/game

Note: Facility use for Summer Use has been granted pending Board action. The COVID-19 CDC approved recommendations were reviewed by the requestor. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

8. PRESENTATION ON PLANS FOR OPENING OF SCHOOLS

9. SPECIAL EDUCATION CONTRACTS (TAB 2)

1. Contractual Agreement with The Wesley Foundation of Murfreesboro, TN:

The contract for the Lease and Rental Agreement between RCS and The Wesley Foundation is for the rental of a house located at 1607 Elrod Street, adjacent to The Wesley Foundation at MTSU. This house and The Wesley Foundation Student Center will be the central locations from which the Transition Academy Program will be based. This agreement includes the use of space at The Wesley Foundation Student Center at no additional charge. The monthly rental cost of the house is \$1,450.00 per month from August 1, 2020 through July 31, 2021.

Recommended Approval---motion to approve the Lease and Rental Agreement of the house located at 1607 Elrod Street from August 1, 2019 through July 31, 2020 at \$1,450.00 per month. This rental, which includes use of The Wesley Foundation, will provide a continuing location at MTSU for the community-based Transition Academy for 18-22-year-olds with cognitive and developmental disabilities. The total cost, not to exceed \$17,400.00 for the 12-month period, will be paid from **I.D.E.A. Part B Special Education Funds**.

2. License Agreement with Lexia:

This agreement is to purchase Reading Intervention student licenses and training to address students with disabilities with deficits in reading. The district plans to purchase 1600 student licenses with training and support. The cost should not exceed \$58,400.00 to be paid with IDEA Part B Special Education Funds.

Recommended Approval---motion to approve the purchase of Lexia student licenses and training not to exceed \$58,400.00 to be paid with IDEA Part B Special Education Funds.

3. Contractual Agreement with Bedford County Department of Education:

This agreement with Bedford County Department of Education is for the provision of Deaf Education Services by Rutherford County Schools for 1 (one) Bedford County student.

These services have been provided in the past. The Bedford County Department of Education will reimburse Rutherford County \$135 per day for the 2019-2020 school year.

Recommended Approval---motion to approve the Contractual Agreement with Bedford County Department of Education to provide Deaf Education Services for the 2020-2021 school year.

4. License and Service Agreement for Insights to Behavior Software:

This agreement is for a District Site License for Behavioral Intervention Software which includes training modules for staff, behavioral tracking data collection tools, and software to assist teachers and staff in documentation required for behavioral intervention for students at the cost of \$97,500.00 using Transfer Out Funds budgeted through IDEA Part B for CCEIS (Comprehensive Coordinated Early Intervention Services.)

Recommended Approval---motion to approve the License and Service Agreement for Insights to Behavior Software District Site License to address Disproportionality of Discipline for Students with Special Needs using Transfer Out Funds budgeted through IDEA Part B for CCEIS, not to exceed \$97,500.00 for the 20-21 school year.

5. Contractual Agreement with Special Kids, Inc.:

The contract with Special Kids, Inc. is for Special Education related and nursing services. These services will provide speech/language, occupational therapy, physical therapy, and nursing services to Rutherford County School students in Special Kids facilities. Hourly rates for therapy are \$80.00 per hour. Daily rates for nursing services are \$175.00 per day. The total cost not to exceed \$25,000.00 during the 2020-2021 school year and will be paid from **I.D.E.A. Part B Special Education** funds.

Recommended Approval---motion to approve the Contractual Agreement with Special Kids, Inc., not to exceed \$25,000.00 during the 2020-2021 school year, will be paid from **GP Special Education** funds.

6. License Agreement with Imagine Learning:

This agreement is to purchase Math Intervention student licenses and training to address students with disabilities with deficits in math. The district plans to purchase 250 student licenses with training and support. The cost should not exceed \$12,500.00 to be paid with IDEA Part B Special Education funds.

Recommended Approval---motion to approve the purchase of Imagine Learning licenses and training not to exceed \$12,500.00 to be paid with IDEA Part B Special Education funds.

10. CURRICULUM AND INSTRUCTION (TAB 3)

1. Curriculum and Instruction-Virtual School Information:

Curriculum and Instruction is proposing the following items for approval for the RCS Virtual School.

- Name: Rutherford County Virtual School
- Colors: Maroon, White and Blue
- Mascot: Presented
- Application: Presented

Recommended Approval---motion to approve the Rutherford County Virtual School name, colors, mascot and application as presented.

2. Curriculum and Instruction-Adult Ed/Virtual School:

The Curriculum and Instruction Department would like to reallocate a current position instead of hiring an additional position. Currently, the Adult Ed Program has a lead teacher assigned on a 200-day contract. With the move to JCE, and the addition of the virtual school at JCE, Curriculum and Instruction would like to combine the Adult Ed lead teacher with the Virtual School Counseling position. The current contract would move to a 260-day teacher contract to support Adult Ed, the Rutherford County Virtual School, summer school, and coordinate online course enrollments with all high schools.

Recommended Approval---motion to approve the reallocation of the Adult Ed Lead Teacher to Adult Ed Lead Teacher and Virtual School Counselor. An additional 60 days will be added to this contract instead of hiring an additional position.

3. Curriculum and Instruction-Online Learning Specialist to Virtual School Principal:

Curriculum and Instruction would like to reallocate a current position instead of hiring an additional position. The current Online Learning Specialist position, 260 days, would be reallocated to the Virtual School Principal position, 240 day Principal contract. The admin index would be identical to the 1.25 index currently allocated to middle school principals. With the proposed change moving from the Central Office to the school level, RCS would receive BEP funding for the principal position.

Recommended Approval---motion to approve the reallocation of the RCS online learning specialist position to Virtual School Principal.

4. Curriculum and Instruction-Federal Programs:

The Curriculum and Instruction Department would like to allocate approximately \$200,000 of Title II funds to support Curriculum Leads at each school. The purpose of the Curriculum Leads would be to develop the instructional capacity of teachers within our district to support the PLC process. The proposed allocation would support year two of the Curriculum Lead initiative. Focus areas for year two will include professional learning centered on blending in-person and virtual instruction, continued focus on standards-based instruction, leadership development, and solidification of Tier I instruction at all levels.

The allocations are:

- Each participant receives a \$800 stipend for attendance and participation in monthly Professional Development sessions led by the Curriculum and Instruction Department (10 total).
- Schools allocated a number of participants is based on school structure (elementary school, middle school, and high school, etc.) to support TCAP tested areas.

Recommended Approval---motion to approve allocating approximately \$200,000 of Title II funds to support Curriculum Leads at each school to develop the instructional capacity of teachers to support the PLC process. Each participant receives a \$800.00 stipend for attendance and participation in monthly Professional Development sessions led by Curriculum and Instruction (10 total). Schools allocated number of participants based on school structure to support TCAP tested areas.

11. FINANCIAL MATTERS (TAB 4)

1. Fund 141 – General Purpose School 2019/20 Final Budget Amendments

2. Fund 143 – Centralized Cafeteria 2019/20 Final Budget Amendments

12. BOARD MEETING SCHEDULE

13. INSURANCE UPDATE

14. DIRECTORS UPDATE

15. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

16. FEDERAL RELATIONS NETWORK (FRN) UPDATE

17. GENERAL DISCUSSION

18. ADJOURNMENT

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

Minutes of June 4, 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 Chairman called the meeting to order at 5:00 P.M. Sara Page, Staff Attorney, led in the Pledge of Allegiance.

2. MOMENT OF SILENCE

The Chairman called for a moment of silence.

3. APPROVAL OF AGENDA

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

Vote: All Yes

4. APPROVAL OF CONSENT AGENDA

A. Minutes: May 21, 2020 Board Meeting

In regards to the minutes for the May 21, 2020 Board Meeting, it was discussed that the proposed minutes that had been distributed with the Board package several days earlier inaccurately reflected a vote being taken on the Motion by Jeff Jordan to Call for the Question in regards to a decision on the Hwy 96 Property the Board had under contract with the City of Murfreesboro. Board Attorney Jeff Reed stated that the video of the meeting did not indicate a vote had ever occurred on Jeff Jordan's Motion to Call for the Question, and that revised minutes had been provided to the Board removing the section showing a vote on Jeff Jordan's Motion to Call for the Question.

Motion made by Mrs. Moore, seconded by Mrs. Johnson, to approve the revised minutes as presented by Mr. Reed.

Vote: All Yes

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	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
Jaffarious Wade
Charles Montgomery
Houston Nichols**

**Rockvale High School
Rockvale High School
Rockvale High School
Stewarts Creek High School**

**Cheerleading
Basketball/Girls
Swimming
Football**

Motion made by Mr. Young, seconded by Mrs. Johnson, to approve the Consent Agenda with the revised minutes.

Vote: All Yes

5. VISITORS – No visitors.

6. RECOGNITION

Colonel Houchens, ROTC Coordinator, presented a DOA Public Service Commendation Medal to Mrs. Karen Ladd, Payroll Accountant, and Ms. Lynn Pater, Purchasing Agent, for their outstanding assistance to the ROTC Department.

7. MTSU NURSING CLINICAL AFFILIATION AGREEMENT

Motion made by Mr. Hodge, seconded by Ms. Sharp, to review and approve the Clinical Affiliation Agreement with MTSU School of Nursing as presented.

Vote: All Yes

8. 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.

Motion made by Mr. Jordan, seconded by Mrs. Moore, 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.

Vote: All Yes

The Director and Board thanked Mrs. Pilgrim and Mr. Lewis for their hard work with the CTE Program.

9. INSTRUCTION AND CURRICULUM

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.

Motion made by Mr. Hodge, seconded by Mrs. Johnson, 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 as presented.

Vote: All Yes

2. CASE Assessment Platform

The Instruction Department requested 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.

Motion made by Mr. Young, seconded by Mr. Hodge, 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.

Vote: All Yes

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.

Motion made by Mrs. Johnson, seconded by Mr. Jordan, 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 as presented.

Vote: All Yes

10. SPECIAL EDUCATION GRANT FUNDING

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 \$5,510.00 on tablets and touch screen laptops for student use.**

Motion made by Mr. Hodge, seconded Mr. Young, to approve use of grant funding from the IDEA Technology Partnership Grant for technology used by students with disabilities to access services and instruction.

Vote: All Yes

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.**

Motion made by Ms. Sharp, seconded by Mr. Estes, 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.

Vote: All Yes

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.**

Motion made by Mr. Young seconded by Mr. Jordan, 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.

Vote: All Yes

4. Job Description for Lead School Psychologist- New Position

Motion made by Mr. Hodge, seconded by Mr. Young, 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.

Vote: All Yes

11. FACILITIES

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

Motion made by Mr. Young, seconded by Mr. Hodge, 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.

Vote: All Yes

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

Motion made by Ms. Sharp, seconded by Mr. Young, to send to Health and Education Roberts S. Biscan for the LaVergne Middle Construction Project and to request funding at \$16,173,640.00.

Vote: All Yes

Highway 96 Property – Jeff Reed

At the Board Work Session on June 2 Jeff Reed, School Board Attorney, discussed the proposed property on Hwy 96 owned by the City. Mr. Reed has had conversations with the City with regards to purchasing the 83 acres suitable for an elementary and middle school. He stated the City is not willing to sell only a part of the land. However, they would sell the entire property.

Mr. Reed informed the Board that they have two options. Option 1 is to open discussion on purchasing the entire property at a lower price and Option 2 is to terminate the contract on the property.

The Board asked that Trey Lee bring this back to the Board Meeting on June 4.

At the Board Meeting Mr. Reed reviewed the Board’s transactional history related to the purchase and inspection of the property off Highway 96. The Board asked Mr. Reed to approach the City of Murfreesboro to ascertain whether the City would consider selling a portion of the land (83 acres) rather than the entire property due to the lack of usability of some areas. The City rejected the request. He stated the Board would need to decide whether it would like to end the contract or whether it would like to potentially negotiate a lower price for the entire property. In response to a question from a Board Member, Mr. Reed explained that the Board had more time in the inspection window to consider its options.

Motion made by Mr. Hodge, seconded by Ms. Sharp, to terminate the contract with the City of Murfreesboro.

Vote: All Yes

12. 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.**

Motion made by Mr. Hodge, seconded by Mrs. Johnson, 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.

Vote: All Yes

- 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	
-------------------	-----------------	-----------------	--

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	

Motion made by Ms. Sharp, seconded by Mr. Young, to increase Petty Cash (Cash on Hand) amounts for each school location for the upcoming Fiscal Year 20-21 as presented.

Vote: All Yes

13. INSURANCE UPDATE

Dr. Anthony, Assistant Superintendent, reminded the Board that we are not required to fulfill the 3 points by the end of September to receive the insurance discount for 2021. This item has been waived for this year.

14. DIRECTOR'S UPDATE

The Director informed the Board that he would have a plan for school opening at the next Board Meeting. Doug Bodary reviewed the Central Cafeteria Fund.

15. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE – No Report.

16. FEDERAL RELATIONS NETWORK (FRN) UPDATE – No Report.

17. GENERAL DISCUSSION

There was a brief discussion on consolidation of some Board Meetings. The Chairman requested that Board Meeting Schedule be put on the next agenda. Mrs. Moore also suggested that travel expenses be looked at.

There being no further business, the meeting adjourned at approximately 6:03 P.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

June 18, 2020

No Fees

All County Sites	Rutherford County Conservation Board, summer recreation Program, 6/1/20-7/24/20, gyms and fields, no fee
------------------	--

Fees

Blackman High	Blackman Youth Football & Cheer, season, 7/6/20-12/1/20 M/Tu/Th/Sa, auditorium (meeting)/cafeteria (registration)/ football stadium & outside campus, \$31, 321, <i>*subject to COVID-19 restrictions and updates.</i>
Oakland High	MBA Braves, practices, 6/18/20-10/31/20, softball and baseball field, \$18/hr
Rockvale High	Pro Skills Basketball, AAU basketball practices/skills training, 7/6/20-7/30/20 M/TH 6:30-7:30 p.m., gym, \$18/hr
Rockvale High	Elite Amateur Basketball, AAU basketball practice, 6/6/20-7/14/20 M/Tu/Th/Sa 6-8pm, gym, \$18/hr
Rockvale High	Tennessee Flight Basketball, practices, 6/18/20-12/1/20, gym, \$18/hr
Rockvale High	Rockvale Youth Football & Cheer, season, 7/1/20-12/1/20, football stadium, \$18,000, <i>*subject to COVID-19 restrictions and updates.</i>
Smyrna Middle	Lancaster Christian Academy, high school football games, 8-28-20/9-12-20/10-2-20/10/24/20 from 7-10pm, football field, \$200/game

Note: Facility use for Summer Use has been granted pending Board action. The COVID-19 CDC approved recommendations were reviewed by the requestor. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

Bid #3475
Pest Control
Cafeteria and Dining Areas

Schools	Cook's Pest Control	Kirklands Pest Control	Ace Exterminating
Barfield Elem.	\$ 38.00	\$ 14.00	\$ 45.00
Blackman Elem.	\$ 38.00	\$ 14.00	\$ 45.00
Blackman High	\$ 38.00	\$ 14.00	\$ 45.00
Daniel Mckee	\$ 38.00	\$ 14.00	\$ 25.00
Holloway High	\$ 38.00	\$ 14.00	\$ 45.00
Blackman Middle	\$ 38.00	\$ 14.00	\$ 45.00
Brown's Chapel	\$ 38.00	\$ 14.00	\$ 45.00
Central Magnet	\$ 38.00	\$ 14.00	\$ 45.00
Cedar Grove	\$ 38.00	\$ 14.00	\$ 45.00
Christiana Elem.	\$ 38.00	\$ 14.00	\$ 45.00
Christiana Middle	\$ 38.00	\$ 14.00	\$ 45.00
David Youree	\$ 38.00	\$ 14.00	\$ 45.00
Eagleville	\$ 38.00	\$ 14.00	\$ 45.00
Buchanan Elem.	\$ 38.00	\$ 14.00	\$ 45.00
John Coleman	\$ 38.00	\$ 14.00	\$ 45.00
Kittrell	\$ 38.00	\$ 14.00	\$ 45.00
Lascassas	\$ 38.00	\$ 14.00	\$ 45.00
LaVergne High	\$ 38.00	\$ 14.00	\$ 45.00
LaVergne Lake	\$ 38.00	\$ 14.00	\$ 45.00
LaVergne Middle	\$ 38.00	\$ 14.00	\$ 45.00
LaVergne Primary	\$ 38.00	\$ 14.00	\$ 45.00
McFadden	\$ 38.00	\$ 14.00	\$ 45.00
Homer Pittard	\$ 38.00	\$ 14.00	\$ 25.00
Oakland High	\$ 38.00	\$ 14.00	\$ 45.00
Oakland Middle	\$ 38.00	\$ 14.00	\$ 45.00
Riverdale	\$ 38.00	\$ 14.00	\$ 45.00
Rock Springs Elem	\$ 38.00	\$ 14.00	\$ 45.00
Rock Springs Midd	\$ 38.00	\$ 14.00	\$ 45.00
Smyrna West	\$ 38.00	\$ 14.00	\$ 25.00
Rockvale Elem.	\$ 38.00	\$ 14.00	\$ 45.00
Rockvale Middle	\$ 38.00	\$ 14.00	\$ 45.00
Rockvale High	\$ 38.00	\$ 14.00	\$ 45.00
Rocky Fork Elem.	\$ 38.00	\$ 14.00	\$ 45.00
Rocky Fork Middle	\$ 38.00	\$ 14.00	\$ 45.00
Roy Waldron	\$ 38.00	\$ 14.00	\$ 45.00
Siegel High	\$ 38.00	\$ 14.00	\$ 45.00
Siegel Middle	\$ 38.00	\$ 14.00	\$ 45.00
Smyrna Elem.	\$ 38.00	\$ 14.00	\$ 45.00
Smyrna High	\$ 38.00	\$ 14.00	\$ 45.00
Smyrna Middle	\$ 38.00	\$ 14.00	\$ 45.00
Smyrna Primary	\$ 38.00	\$ 14.00	\$ 45.00
Stewartsboro	\$ 38.00	\$ 14.00	\$ 45.00
Stewarts Creek Ele	\$ 38.00	\$ 14.00	\$ 45.00
Stewarts Creek High	\$ 38.00	\$ 14.00	\$ 45.00
Stewarts Creek Mid	\$ 38.00	\$ 14.00	\$ 45.00
Thurman Francis	\$ 38.00	\$ 14.00	\$ 45.00
Walter Hill	\$ 38.00	\$ 14.00	\$ 45.00
Whitworth-Buchanan	\$ 38.00	\$ 14.00	\$ 45.00
Wilson Elem.	\$ 38.00	\$ 14.00	\$ 45.00
Total for all schools	\$ 1,862.00	\$ 686.00	\$ 2,145.00

Mailed to 25 vendors

22 Vendors did not respond

Recommend: Motion to award to Kirklands Pest Control for overall lowest and best bid.

To be funded through School Nutrition

Bid #3476
Grease Trap Cleaning/Recycling

Schools	Onsite Environmental
Barfield Elem.	\$ 300.00
Blackman Elem.	\$ 500.00
Blackman High	\$ 1,170.00
Daniel Mckee	\$ 125.00
Blackman Middle	\$ 800.00
Brown's Chapel	\$ 800.00
Central Magnet	\$ 400.00
Cedar Grove	\$ 300.00
Christiana Elem.	\$ 250.00
Christiana Middle	\$ 774.00
David Youree	\$ 200.00
Eagleville	\$ 500.00
Buchanan Elem.	\$ 400.00
John Coleman	\$ 800.00
Kittrell	\$ 250.00
Lascassas	\$ 250.00
LaVergne High	\$ 600.00
LaVergne Lake	\$ 1,080.00
LaVergne Middle	\$ 800.00
LaVergne Primary	\$ 250.00
McFadden	\$ 250.00
Oakland High	\$ 1,326.00
Oakland Middle	\$ 1,080.00
Riverdale	\$ 1,462.00
Rock Springs Elem	\$ 600.00
Rock Springs Middle	\$ 400.00
Rockvale Elem.	\$ 680.00
Rockvale Middle	\$ 800.00
Rockvale High	\$ 1,224.00
Rocky Fork Elem.	\$ 792.00
Rocky Fork Middle	\$ 774.00
Roy Waldron	\$ 250.00
Siegel High	\$ 2,040.00
Siegel Middle	\$ 400.00
Smyrna Elem.	\$ 250.00
Smyrna High	\$ 600.00
Smyrna Middle	\$ 250.00
Smyrna Primary	\$ 250.00
Stewartsboro	\$ 275.00
Stewarts Creek Elem.	\$ 800.00
Stewarts Creek High	\$ 2,040.00
Stewarts Creek Middle	\$ 800.00
Thurman Francis	\$ 250.00
Walter Hill Elem.	\$ 250.00
Whitworth-Buchanan Middle	\$ 1,275.00
Wilson Elem.	\$ 500.00
Total for all schools	\$ 30,167.00

Mailed to 10 vendors

9 Vendors did not respond

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

To be funded through School Nutrition Funds.

Bid #3477
Custodial Supplies / Equipment

Item #	Product	A-Z Office	American Paper & Twine	Fastenal	Interboro Packaging	Kelsan Inc.	Selah 3 Industries	SiteOne Landscape	Unipak
Floor Care Materials									
1	Carpet Shampoo (Dry Foam)		\$ 4.08						
2	Carpet Extraction Fluid		\$ 4.05			\$ 12.24			
3	Neutral Floor Soap		\$ 6.04			\$ 6.54			
4	Defoam Concentrate		\$ 7.66			\$ 15.88			
Buffing/Stripping Pads									
5	20" Black Stripping Pads		\$ 11.69	\$ 45.00		\$ 14.03			
6	13" Black Stripping Pads		\$ 6.14	\$ 25.50		\$ 7.37			
7	13" White Polishing Pads		\$ 6.14	\$ 24.40					
8	20" White Polishing Pads		\$ 11.69	\$ 43.00		\$ 14.03			
9	13" Red Buffing Pads		\$ 6.14	\$ 24.80		\$ 7.37			
10	20" Red Buffing Pads		\$ 11.69	\$ 43.00		\$ 14.03			
11	20" Aqua Burnishing Pads		\$ 11.91	\$ 45.00		\$ 14.31			
12	27" Aqua Burnishing Pads		\$ 11.15	\$ 40.00					
13	27" White Burnishing Pads		\$ 11.15	\$ 40.00					
14	6" x 10" Doodle Bug		\$ 6.24	\$ 93.21					
15	6" x 10" Doodle Bug 5' Handle		\$ 2.23	\$ 5.69					
16	6" x 10" Doodle Bug Pads		\$ 10.82	\$ 12.60					
17	14 x20 Floor Pads All Colors (White/Red/Blue/Green/Black)		\$ 14.64						
18	14x20 Conditioning/Striping Pads		\$ 22.94						
19	14x20 Prep Pads		\$ 49.53						
20	14 x28 Floor Pads All Colors (White/Red/Blue/Green/Black)		\$ 19.51						
21	14x28 Conditioning/Striping Pads		\$ 32.42						
22	14x28 Prep Pads		\$ 69.98						
23	27" Remover Burnishing Pads		\$ 26.70						
Cleaner/Disinfectants									
24	Clorox Disinfectant Wipes 1 lb. canisters or equal		\$ 32.10	\$ 47.98					
25	Electronic/Keyboard Wipes		\$ 4.59	\$ 10.74					
26	Cleansing Powder	\$ 24.75	\$ 21.56			\$ 34.05			
27	Disinfectant Deodorant (No Substitutes)		\$ 16.20						
28	Dust Mop Treatment (Water Base)		\$ 21.25						
29	Furniture Polish (Lemon Scented)		\$ 26.49	\$ 67.80		\$ 36.86			
30	Glass Cleaner		\$ 15.65	\$ 54.52		\$ 24.85			
31	Liquid Drain Opener		\$ 23.52	\$ 72.00		\$ 71.83			
32	Foam Hand Soap Purell Education FMX20		\$ 23.18	\$ 69.00		\$ 42.91			

Bid #3477
Custodial Supplies / Equipment

Item #	Product	A-Z Office	American Paper & Twine	Fastenal	Interboro Packaging	Kelsan Inc.	Selah 3 Industries	SiteOne Landscape	Unipak
33	Hand Sanitizer		64 oz. - \$23.50	64 oz. - \$94.34			2 oz. - \$2.50, 8 oz. - \$5.50, 1/2 gallon - \$20.00, Gallon - \$40.00		
34	Mark/Vandalism Remover		\$ 40.41	\$ 99.00		\$ 86.48			
35	Stainless Steel Cleaner (Oil Base)	\$ 42.95	\$ 43.48	\$ 82.80		\$ 45.66			
36	Tile & Grout Cleaner		\$ 17.19	\$ 91.20		\$ 35.03			
37	Vomit Absorbent		\$ 44.69			\$ 37.81			
38	Chewing Gum Remover		\$ 21.78	\$ 58.80		\$ 37.71			
39	ASAP All Purpose Cleaner		\$ 15.53						
40	Disinfectant (MRSA)	\$ 37.95	\$ 47.86	\$ 87.60		\$ 32.16			
41	Bleach	\$ 3.50	\$14.87 case	\$ 2.93		\$ 8.27			
42	Restroom Cleaner Concentrate 10 oz. Cartridge or equal		\$ 23.97						
43	Multi-Surface Cleaner Concentrate 10 oz. Cartridge or equal		\$ 30.60						
44	TruShot™ Restroom Disinfectant Cleaner, Concentrate, 10 oz. Cartridge or equal		\$ 29.78						
45	Super-Concentrate Non-Ammoniated Glass Cleaner 10 oz. Cartridge or equal		\$ 27.63						
46	Super-Concentrate Ammoniated Glass Cleaner 10 oz. Cartridge or equal		\$ 27.63						
47	Power Cleaner and Degreaser Concentrate 10 oz. Cartridge or equal		\$ 37.15						
48	TruShot™ Trigger Dispenser 10 oz. Trigger or equal		\$ 6.95						
49	Heavy Duty Neutral Floor Cleaner Concentrate 2 Liter Cartridge or equal		\$ 70.06						
50	Hose Hook-up Kit - Standard - 3/4 in. diameter x 6 ft. or equal		\$ 21.60						
Paper Materials									
51	Multi-Fold towels (Brown)	\$ 15.99	\$ 14.85	\$ 21.60		\$ 16.50			
52	Single-Fold Towels (Brown)		\$ 13.84	\$ 20.28					
53	Toilet Tissue (2-ply 500 sheet rolls)		\$ 27.57	\$ 64.00		\$ 30.22			
54	Teri Reinforced Towels		\$ 46.24	\$ 59.40		\$ 78.51			
Brooms/Mops									
55	Warehouse Straw Brooms		\$ 4.10	\$ 9.00					
56	Wet Mop Handles (Saddle Type) - Metal Only		\$ 4.95	\$ 10.15		\$ 5.16			
57	Dust Mop Handles		\$ 5.97	\$ 13.82		\$ 5.06			
58	24 oz. Wet Mop Heads (Cotton, Saddle)		\$ 2.80	\$ 4.75		\$ 3.24			

Bid #3477
Custodial Supplies / Equipment

Item #	Product	A-Z Office	American Paper & Twine	Fastenal	Interboro Packaging	Kelsan Inc.	Selah 3 Industries	SiteOne Landscape	Unipak
59	12" Plastic Dust Pans		\$ 1.45	\$ 3.90		\$ 4.97			
60	24 oz. Wax Mop Heads (Rayon, Saddle)		\$ 3.70	\$ 6.00		\$ 9.56			
61	24 x 3 1/2 Dust Mop Frame		\$ 2.56						
62	36 x 3 1/2 Dust Mop Frame		\$ 3.05						
63	60 x 3 1/2 Dust Mop Frame		\$ 5.78						
64	24 x 3 1/2 Dust Mop Cover (cloth)		\$ 3.88						
65	36 x 3 1/2 Dust Mop Cover (cloth)		\$ 4.46						
66	60 x 3 1/2 Dust Mop Cover (cloth)		\$ 8.14						
67	Long Handle Floor Scrapers		\$ 10.57			\$ 10.99			
68	Replacement Scraper Blades		\$ 4.66			\$ 4.84			
Gloves and Face Masks									
69	Small Medical Exam Vinyl Gloves (Powder -Free)		\$ 54.60	\$ 50.00	\$ 89.40				
70	Medium Medical Exam Vinyl Gloves (Powder Free)		\$ 54.60	\$ 50.00	\$ 89.40				
71	Large Medical Exam Vinyl Gloves (Powder Free)		\$ 54.60	\$ 50.00	\$ 89.40				
72	X-Large Medical Exam Vinyl Gloves (Powder Free)		\$ 54.60	\$ 50.00	\$ 89.40				
73	Disposable Face Masks with ear loops		\$ 25.00	\$ 30.00					
74	Cloth Re-Washable Face Masks with ear loops		\$558.00 per case 150	\$ 1.95			Jersey - \$1.95 child/\$2.50 adult C3P-\$2.50 child/\$5.00 adult		
Can Liners									
75	20-30 gal. Liners (0.7 mil) on Roll 10/25 - 250 cs	\$ 12.50	\$ 12.47	\$ 39.79	\$ 12.74	\$ 11.74			*\$11.50
76	60 gal. Liners (0.9 mil) on Roll 10/10- 100 cs	\$ 12.95	\$ 13.09	\$ 35.00	\$ 13.74	\$ 13.83			*\$11.50
Trigger Sprayer/Bowl Mops									
77	32 oz. Trigger Sprayers		\$ 0.43	\$ 1.00		\$ 0.58			
78	Standard Toilet Bowl Mops		\$ 0.73	\$ 1.10		\$ 0.59			
Restroom Equipment									
79	Single-Fold Towel Cabinet		\$ 17.97						
80	Toilet Tissue Holder		\$ 5.67						
81	Square Plastic Soap Dispensers - Foam Purell FMX-		\$ 8.25	\$ 12.50					
Bug Spray/Other Cleaners									
82	Wasp & Hornet Spray	\$ 39.95	\$ 41.25	\$ 90.00		\$ 53.10		\$ 65.04	
83	Head Lice Spray		\$ 38.47	\$ 143.68					
84	Roach and Ant Killer	\$ 42.95	\$ 48.96	\$ 72.15					
85	Pumice Hand Cleaner	\$ 53.95	\$ 56.41	\$ 15.50		\$ 16.43			
86	Ice Melt		\$ 14.97	\$ 10.15				\$ 9.00	
Cleaning Equipment									
87	Mop Bucket/Wringer Combo		\$ 50.20	\$ 95.00		\$ 47.30			
88	Janitorial Carts		\$ 106.70	\$ 196.45		\$ 149.33			

Bid #3477
Custodial Supplies / Equipment

Item #	Product	A-Z Office	American Paper & Twine	Fastenal	Interboro Packaging	Kelsan Inc.	Selah 3 Industries	SiteOne Landscape	Unipak
89	Bag replacement for janitorial cart		\$ 28.05	\$ 72.00					
90	Commercial Vacuum Belts (Sanitare Vacuum SC679J)		\$ 0.64						
91	Commercial Vacuum Belts		\$ 2.36						
92	44 gal. Brute Container	\$ 28.50	\$ 24.98	\$ 58.63		\$ 35.57			
93	Brute Container Dollies	\$ 28.95	\$ 29.43	\$ 53.00		\$ 35.59			
94	Wet Floor Signs		\$ 6.51	\$ 16.00		\$ 13.12			
95	30" Squeegee w/ 5' Wooden Handle		\$ 21.01	\$ 32.50					
Sanitary Products									
96	Sanitary Napkin Receptacles		\$ 18.37	\$ 40.25					
97	Sanitary Receptacle Wax Bags		\$ 15.21	\$ 41.25		\$ 16.13			
Classroom Equipment									
98	28 qt Classroom Waste Cans	\$ 3.50	\$ 3.91	\$ 3.00		\$ 6.17			

Mailed to 37 vendors

*Bidder does not meet bid specifications

29 vendors did not respond

Recommend: Motion to award to lowest and best bid as shown. Rutherford County reserves the right to purchase from the next lowest bidder in the event the lowest awarded bidder is unable to supply the products.

To be funded through the Maintenance Department.

Bid #3478 - Microscopes (Oakland High)

OAKLAND HIGH SCHOOL						
Item #	Description	Product Specs	ACTS Microscope	Hunt Optics & Imaging	Microscope World	Ward's Science
1	Panthera U Binocular Microscope with Trinocular Head	Trinocular head Siedentopf type 25° inclined, 360° rotating with SmartCam 5 mp camera, Wide field high eyepoint eyepiece N-WF10X/22mm with diopter adjustment on both eyepieces and rubber eyecups, SmartMicroscope function with ImagingOnDevice system HDMI, WiFi, USB and Ethernet outputs, Reversed quintuple revolving nosepiece, coded, Plan Achromat objectives UC 4x, 10x, 40x S, 100x S-oil, Coaxial coarse and fine focusing adjustment with tension adjustment, Built in low position rackless coaxial stage (Right-hand control), Focusable Abbe condenser N.A. 09/1.25 with iris diaphragm and slot, 3W LED or 6V 30W halogen, Koehler illumination with intensity control LED indicator, Motic LightTracer function, Power supply 100-240V, immersion oil (5ml), power cord, allen hexagonal key	\$ 1,220.00	\$ 2,839.50	Motic Panthera U Trinocular - \$1248.80 / Motic Panthera L - \$2361.76	Panthera L - \$2361.75

Mailed to 20 vendors
16 vendors did not respond

"No Bid" received from School Specialty

Recommend: Motion to award to ACTS Microscope for Panthera U and Ward's Science for Panthera L for overall lowest and best bid.

To be funded through GPS and Individual School funds.

LEASE AND RENTAL AGREEMENT

Parties

This LEASE AGREEMENT made and entered into this ____ day of _____ 2020 by and between the Wesley Foundation at MTSU (hereinafter referred to as Wesley) and Rutherford County Schools – Transition Academy (hereinafter referred to as RCS).

WITNESSETH

That Wesley hereby leases unto RCS, and RCS leases from Wesley, the following described real property hereinafter sometimes referred to as the Premises.

Premises

**Wesley House II
1607 Elrod Street, Murfreesboro, TN 37130**

Term

That for and in consideration of the deposit and rent herein reserved and of the covenants herein contained, on the part of RCS to be paid, kept and observed and performed, Wesley does hereby demises, lease and rent unto RCS the above described rental unit for the term 12 months, commencing on August 1, 2020 and ending at noon on July 31, 2021 at the monthly rental of \$1,450.00. This rental includes one parking pass in the main Wesley parking lot.

Rent

The first and all succeeding payments are to be made on or before the first day of the month in which they are due. Payments over 5 days late, by the close of regular office hours, shall include a service charge of \$25.00 payable in addition to the regular rent owed. Thereafter, there shall also be a service charge of \$3.00 per day until the rent is received. Late fee will start from the first day of the month and continue until rent is paid in full.

USE

RCS will not do or suffer to be done in or upon said premises any act or thing which shall or become a nuisance or annoyance to the public or to adjoining neighbors. RCS shall not use or permit the use of the premises for any unlawful purposes.

Utilities

All utilities (electric, water & gas) are the responsibility and to be paid by RCS for deposits and all utility charges.

Lease Renewal

Written notice must be given to the Wesley by **March 1, 2021** (during the academic year) of the RCSs desire to renew the lease. Verbal notice will not be acceptable. This agreement can be renewed by mutual consent of the Wesley and RCS. If not renewed by RCS in writing this becomes a month to month rental agreement.

Smoke Detector

It is the responsibility of the owner to furnish a smoke detector. RCS agrees there is one in the unit and that it was checked at the time it was leased. RCS agrees to keep the batteries updated in the smoke detector at his own expense.

Right to Inspect and Show Property

Wesley or their agent shall be permitted to enter the premises at reasonable times to inspect the condition of the property or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof. Wesley (or agent) will make a reasonable effort to contact the RCS prior to entering the premises. However, if the RCS was unable to be reached, or unresponsive, Wesley (or agent) shall be able to enter the property without notice for the purposes described above without trespass.

Assignment

RCS shall not assign this Lease Agreement, or any interest herein, and shall not sublet the said premises, or any part thereof, or any right or privilege RCS thereto, or suffer any other person (the agents, servants, customers of lessee excepted) to occupy or use the said premises, or any portion thereof.

Alterations

The RCS shall not make any alterations or additions to any of the premises without the written consent of the Wesley; and if any such are made, they shall be forfeited to the Wesley upon termination, unless otherwise agreed in writing.

Animals/Pets

Animals/Pets, except for service animals, are not allowed inside or outside of the house,

Binding Effect

The terms of this Lease Agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto, and any pronoun or gender used herein shall apply to the parties as appropriate. The term "Wesley" shall also refer to Wesley's duly authorized agent,

Insurance

All personal property placed in or moved to the premises shall be at the risk of the RCS

or owner of said personal property, and Wesley shall not be liable for any damage to or loss of said personal property. **IT IS SUGGESTED THAT RCS CARRIES RENTERS INSURANCE TO COVER THEIR PERSONAL PROPERTY.**

Termination

If said premises are damaged by fire or by elements or by any act of God such as to make the premises untenable, this Lease Agreement shall be considered to be immediately terminated; in such case, Wesley shall prorate the rent and refund or collect the appropriate rent as may be due at the time of such termination.

Attorney's Fees

In the event of the employment by the Wesley of any attorney to collect any rents due or to protect the interest of Wesley in the event of a breach or default by the RCS of any of the terms and conditions of the Lease Agreement, RCS will pay to Wesley the reasonable fees of such attorney, court costs, collection agencies and such fee shall be forthwith due and payable upon demand, and shall constitute additional rent due and payable by the RCS hereunder.

Abandonment of Premises

If, upon the termination of this lease or abandonment of the premises by RCS, RCS abandons or leaves any property in or upon the premises, Wesley shall have the right, without notice to RCS, to store or otherwise dispose of the property at RCS's expense, without being liable in any respect to the RCS as regards to said property in any way.

Default

It is expressly agreed by and between the RCS and Wesley that, in the event the RCS defaults on the payment of the rental monies herein described, or shall make default or breach any covenant herein contained or incorporated herein by reference, and such default or breach shall not be remedied in one week, then Wesley, in addition to and not in limitation of any other rights and remedies available to the Wesley under applicable law, may declare this Lease Agreement and all rights of the RCS hereunder as terminated. Wesley may re-enter and re-take the premises without terminating this Lease Agreement and re-rent the same. RCS shall remain liable for any deficiency in the net rents thereafter received by Wesley for the remainder of the original term or renewal term hereof as the case may be. (In the event the RCS has created or allowed a situation to develop which, in the Wesley's opinion, places the premises in imminent danger of serious damage, then the one week grace period to cure the default shall be reduced to whatever minimum amount of time, in the Wesley's opinion, is necessary to cure the problem, or waived entirely in favor of immediate re-taking of the premises to

insure its protection.) Wesley shall also have the express right to remove any content from the premises and/or remove the RCS, and those claiming under him and their effects, without being guilty of any trespass. The RCS covenants that, in the event this

lease is terminated, they will be liable for, and will indemnify and hold harmless Wesley against any loss of rent, damage to said premises, the cost of cleaning, moving and storing any of RCS's personal effects and/or other costs involved in getting premises in condition to re-lease. In this connection, the RCS by this security agreement grants to the Wesley a security interest in and to all the personal property, including but not limited to, the furniture, appliances, personal effects and contents located upon or in said premises as collateral for the rents and fees due, and damage caused to the premises, and any other costs and fees due, any damage caused to the premises, and any other costs and fees involved in preparing the premises for re-lease and in re-leasing the same, all in accord with Tennessee Code Annotated Section 47-9-101-et seq. Co-signer will bear equal financial responsibility for all rents and fees due, and damage caused to the premises, any other costs and fees due, any other costs and fees involved in preparing the premises for re-lease with the borrower.

Maintenance

The RCS accepts the property in the present condition thereof, agrees to keep and maintain the same in as good a condition as at present, sanitary, and free from debris, danger of fire or any nuisance, to commit to no acts of destruction, or other acts tending to injure or deface the property, or which may invalidate the insurance or increase the rates thereon, and at the expiration of the lease will deliver the same without notice to the Wesley in as good a condition as when received; loss by acts of God and ordinary wear are expected.

Lawn Care

The Wesley Foundation will provide lawn care

Non-Waiver

The failure of Wesley to insist on any one or more instances upon a strict performance of any of the covenants or conditions contained in the Lease Agreement, or his failure to exercise any option herein contained, shall not be construed as a waiver for the future of any such covenant or condition or option, but the same shall continue and remain in full force and effect. The receipt by Wesley of rent in whole or part, or any payment due hereunder, with knowledge of the breach of any covenant or condition shall not be deemed a waiver of such breach and no waiver by the Wesley of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Wesley.

Bad Checks

RCS agrees to pay a \$30.00 service charge to Wesley for any check made payable to Wesley that is returned unpaid. This is in addition to late charges for rent which shall not be considered paid until the check is made good. After one bad check has been tendered, the

RCS can no longer pay rent by personal check. All future payments must be made by money order or cashier's check.

Lock Out Fee & Lost Keys

In the event RCS requires a key from Wesley due to not having access to his/her own issued keys, there will be a \$5.00 fee, plus an additional \$10.00 if Wesley is required to personally deliver key. There will be a \$15.00 charge for lost keys.

Condemnation

If the leased premises are condemned for public use, or if such a portion is condemned so as to prevent RCS from using the leased premises in substantially the same manner as heretofore used, this lease will terminate on the day prior to the vesting of title in the condemning authority. If a portion of the leased premises is taken or condemned, and if such taking does not prevent RCS from using the leased premises in substantially the same manner as heretofore used, then this lease shall terminate as to the portion of the leased premises taken on the day prior to the vesting of title in the condemning authority, but shall continue in effect as to the portion of the leased premises not taken. After the date RCS surrenders possession of the portion taken, the rent payable hereunder will be reduced in proportion to the decrease in the fair rental value of the leased premises.

Headings

The heading of each section contained herein are used for quick reference purpose only and shall not be used to determine the obligation set out in each section.

Lease Rules

THE RENTAL RATE STATED IN THE LEASE IS BASED ON THE ASSUMPTION THAT RCS WILL BE RESPONSIBLE FOR THE FOLLOWING REQUIREMENTS WHERE APPLICABLE.

1. Damaged windows, doors and screens shall be RCS's financial responsibility.
2. Do not use "stick-ups" or adhesive tapes to put pictures, posters, small nails and tacks, etc. on the walls. Use only approved wall hangers.
3. Bugs: We will deliver to a RCS a unit free of bugs. If RCS finds any active infestation during the first week of occupancy, we will re-treat. Afterwards, it is RCS's responsibility to keep the house bugs free. Do not use powdered poisons.
4. Wesley reserves the right to monthly inspections of premises.

Page 5 of 8

5. There is to be a **NO SMOKING** rule in the house and grounds, in order that respect for the non-smoking will be maintained by anyone on the premises.
6. RCS is responsible for stopped up drains and toilets because the reason for the stoppage is nearly always RCS caused. If the problem turns out to be obviously non-RCS caused, such as tree roots clogging the sewer line, then Wesley will assume

responsibility.

7. RCS is not to paint or change any colors without written permission from Wesley.
8. Filters: RCS must provide and regularly replace filters on air conditioning and/or central heat and air units. Filters should be cleaned or replaced once a month. Neglecting this could cause damage to the unit, unnecessary repair costs and also inconvenience to RCS. A clean filter will also save RCS fuel costs by keeping the unit working under optimum efficiency.
9. **Parking: Do not park vehicles in the yard.** Do not leave "Junker's" on the premises (vehicles that are inoperable for over one month). Do not park large trucks on or near the premises, Parking is only for RCS's vehicles.
10. All payments must be by good check or money order.... NO CASH. Cash payments increase our risk of theft, bookkeeping mistakes, insurance and/or bonding of employees, and irreplaceable loss.
11. RCS guest or other person under the RCS's control **SHALL NOT ENGAGE IN CRIMINAL ACTIVITY, INCLUDING DRUG-RELATED CRIMINAL ACTIVITY**, on or near the dwelling unit, "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
12. RCS or guest or other person under the RCS's control **SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE CRIMINAL ACTIVITY**, including drug related criminal activity, on or near the dwelling unit. RCS or guests **WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR OR TO FACILITATE CRIMINAL ACTIVITY**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
13. **RCS WILL NOT ENGAGE IN THE MANUFACTURE, SALE OR DISTRIBUTION OF ILLEGAL DRUGS AT ANY LOCATION**, whether on or near the dwelling unit or otherwise.
14. RCS, or guest or other person under the RCS's control **SHALL NOT ENGAGE IN THE ACTS OF VIOLENCE OR THREATS OF VIOLENCE**, including, but not limited to, the unlawful discharge of firearms, on or near the dwelling unit.
15. **VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE a MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY**. A single violation of any of the provisions shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

Page 6 of 8

Abandonment

RCS must notify Wesley of any anticipated extended absence from the premises in excess of seven (7) days. Notice shall be given on or before the first day of any extended absence. When away from the premises during the winter months RCSs are to leave sufficient heat on to prevent plumbing system from freezing. RCS's unexplained

and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. Wesley is then expressly authorized to enter, remove and store all personal items belonging to RCS and others (at RCS's expense). If RCS does not claim said personal items within an additional thirty (30) days, Wesley may sell or dispose of said personal items and apply the proceeds of said sale to the unpaid rent, damage storage fees, sale costs, court costs, advertisements and attorney fees. Any balances are to be held by Wesley for the RCS for a period of six (6) months subsequent to the sale date and thereafter forfeited to the Wesley. Wesley reserves the right at any time to make additional rules and to make such changes to the rules and regulations as needed.

Acknowledgment

RCS HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, THE RENTAL APPLICATION AND THE RULES AND REGULATIONS. RCS UNDERSTANDS AND AFFIRMS THAT THE RCS WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT. RCS SHALL SAVE THE AGENT HARMLESS FROM ALL SUITS AND DAMAGES IN CONNECTION WITH THE BUILDING REGARDING PERSONAL SECURITY.

Use of Wesley Foundation Building

Wesley agrees to the use of the Wesley Foundation building at 216 College Heights Street by RCS for programming. The scheduling of all programming and activities will be coordinated with the Wesley staff.

Handicap Ramp

A handicap ramp may be constructed by Rutherford County Schools to the entrance of the house provided the ramp does not involve structural changes to the house. The design of the ramp will be approved by Wesley. Wesley does not offer any assurance that the house meets all requirements to be handicapped accessible. The ramp will be removed by RCS when RCS vacates the premises.

above written.

WESLEY

Wesley Foundation Executive Director

Print Name

Signature

Print Name

Signature

RUTHERFORD COUNTY SCHOOLS

Title

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320

Concord, MA 01742 USA

Phone: (978) 405-6200

Fax: (978) 287-0062

Quote #: Q-317552-2
Created Date: 6/3/2020 5:51 PM

Prepared By: Julie Williams
Email: jwilliams@lexialearning.com

Quote To:
Linda Dohnal
Rutherford Co School District
2240 Southpark Blvd
Murfreesboro, TN 37128 US

Bill To:
Linda Dohnal
Rutherford Co School District
2240 Southpark Blvd
Murfreesboro, TN 37128 US

Option 1

OPTION 1

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2020	6/30/2021	1,600	Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal	\$30.00	\$48,000.00
7/1/2020	6/30/2021	1	District Success Partnership Special Populations - Core 5	\$7,900.00	\$7,900.00
7/1/2020	6/30/2021	1	Lexia Core5 Reading Professional Learning Day - Full	\$2,500.00	\$2,500.00
Option 1 Total Price:					\$58,400.00

Option 2

OPTION 2

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2020	6/30/2021	1,600	Lexia Core5 Reading/PowerUp Literacy Student Subscription	\$30.00	\$48,000.00
8/1/2020	6/30/2021	900	Lexia Core5 Reading/PowerUp Literacy Student Subscription	\$27.50	\$24,750.00
7/1/2020	6/30/2021	1	District Success Partnership Special Populations	\$7,900.00	\$7,900.00
7/1/2020	6/30/2021	1	Lexia PowerUp Literacy Professional Learning Day - Full	\$2,500.00	\$2,500.00
Option 2 Total Price:					\$83,150.00

Fax or email Purchase Orders with quote number Q-317552-2 AND Option Number to the following:

Attn: Julie Williams

Email: jwilliams@lexialearning.com

Fax: (978) 287-0062

PLEASE NOTE THE QUOTE NUMBER AND OPTION NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

****Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.**

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia EULA Application License Agreement terms, available at <http://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Rosetta Stone relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Bedford County Department of Education

Federal Projects

500 Madison Street

Shelbyville, TN 37160-3391

Telephone: (931) 684-3284 Fax: (931) 685-0420

CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 19th day of June by and between the Bedford County Board of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 500 Madison Street, Shelbyville, Tennessee and Rutherford County Department of Education (hereinafter known as **SERVICE PROVIDER**) with its principal office at 2240 Southpark Drive, Murfreesboro, Tennessee.

WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented special education program, finds it desirable to acquire the services of another agency.

WHEREAS, **SERVICE PROVIDER** is an agency having appropriate programs, capacity and competence to provide special education services for children who are the responsibility of the **BOARD OF EDUCATION**.

NOW, THEREFORE, **BOARD OF EDUCATION** and **SERVICE PROVIDER** for the consideration hereinafter names, agree as follows:

1. **BOARD OF EDUCATION** shall pay the tuition and other services agreed upon for the child(ren) (**# of children** 1) enrolled by **SERVICE PROVIDER** not to exceed \$135 per day per child. Payment shall be made upon receipt of a performance of services invoiced.
2. **SERVICE PROVIDER** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:
 - a. A statement of the child's present levels of educational performance
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
 - c. A statement of short term instructional objectives,
 - d. A statement of specific educational related services needed by the child,
 - e. The date when these services will begin and length of time the services will be given,
 - f. A description of the extent to which the child will participate in regular education programs, if any.
 - g. A justification for the type of education placement, which the child will have,
 - h. The persons responsible for the implementation of the individualized education program,

- i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and **BOARD OF EDUCATION** every 6 to 9 weeks. Attendance reports shall be submitted every 20 days.
 - k. The programs of the child shall not be changed or terminated without an I.E.P. Team meeting composed of representatives of **BOARD OF EDUCATION** and **SERVICE PROVIDER** which results in agreement regarding change or termination of the program.
3. The staff of the **BOARD OF EDUCATION** may inspect the **SERVICE PROVIDER'S** facility and confer with the **SERVICE PROVIDER'S** staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.
4. This Agreement is contingent on the following:
 - a. **SERVICE PROVIDER'S** program is appropriate in relation to the needs of the individual child to be enrolled.
 - b. **SERVICE PROVIDER'S** facility is approved / licensed by the appropriate agency of the State of Tennessee, or in the state in which the facility is located and continues to maintain such approval/licensure for the term of the Agreement.
 - c. **SERVICE PROVIDER'S** facility provides an educational program for at least 180 days per year.
5. **SERVICE PROVIDER** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c. **BOARD OF EDUCATION** and **SERVICE PROVIDER** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by the **SERVICE PROVIDER**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
6. **SERVICE PROVIDER** shall
 - a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with children or enter school grounds;
 - b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and
 - c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.

7. **SERVICE PROVIDER** shall:

- a. Certify that the staff of the facility or program has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 of the Acts of 2011; and,
- b. Report to the LEA special education supervisor each instance of the use of restraint and isolation to comply with parental notification requirements of Public Chapter 457 of the Acts of 2011.

8. To the extent allowed by law, **SERVICE PROVIDER** herein agrees to hold **BOARD OF EDUCATION** harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, arising from each individual child using the premises, including the use of materials by the child, except when such injuries or damages arise in the acts of negligence of **BOARD OF EDUCATION**. Any obligation of **SERVICE PROVIDER** to indemnify and hold **BOARD OF EDUCATION** harmless is limited to the terms of **SERVICE PROVIDER'S** liability insurance.

9. The term of this agreement is from July 1, 2020 to June 30, 2021.

IN WITNESS THEREOF, parties have executed this AGREEMENT the day and year first above written.

Director of Schools (BOARD OF EDUCATION)

Date

Director of Schools (SERVICE PROVIDER)

Date

This document has been reviewed for the TN Department of Education by:

Assistant Commissioner of Special Populations

Date



CONTRACTUAL AGREEMENTS

SYSTEM _____

CONTRACT AGENCY _____

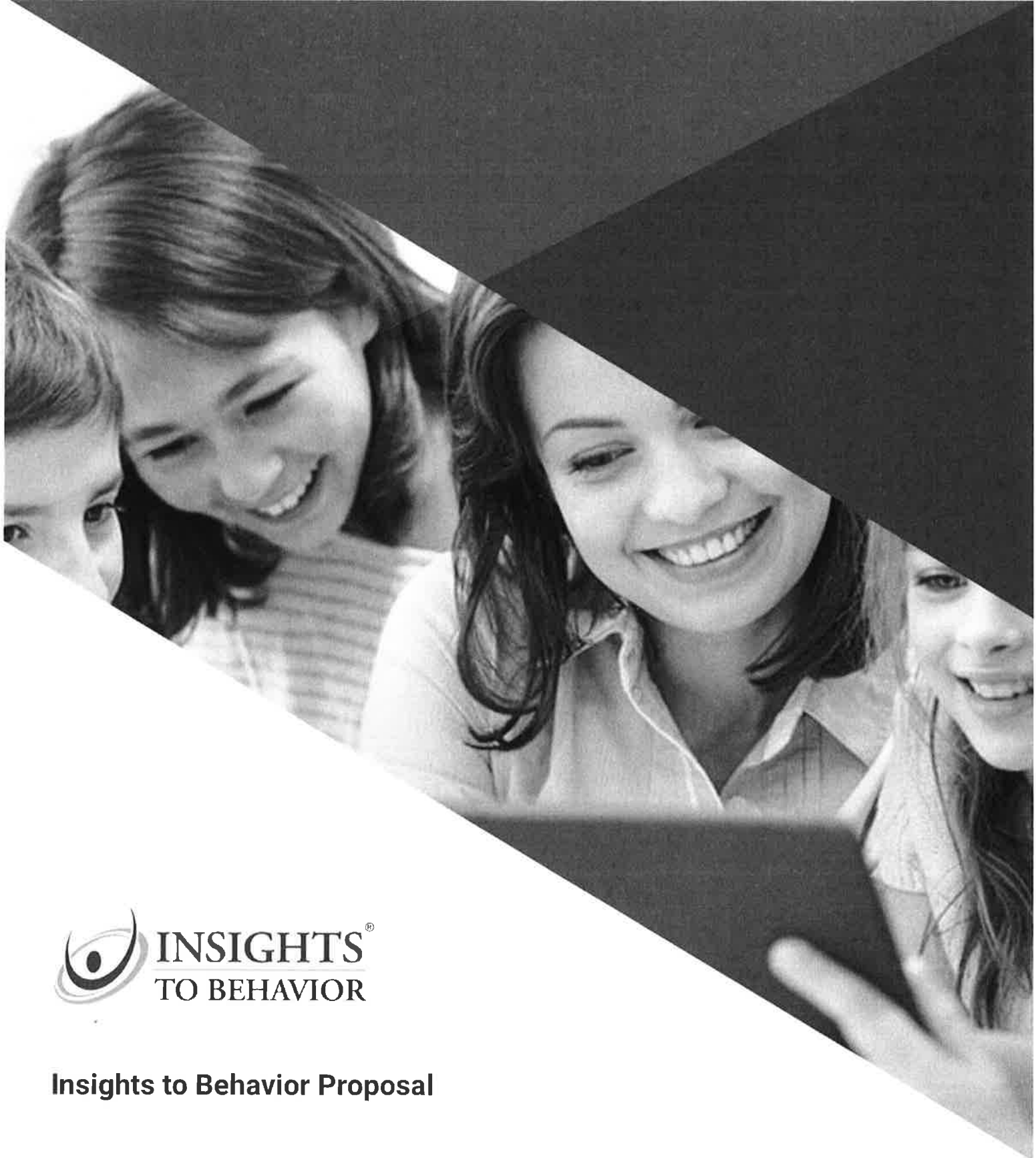
THE FOLLOWING CONTRACTUAL COMPONENTS ARE PRESENT:

1. ☐ Contracting parties are clearly specified
2. ☐ Correct legal authority is given
 - a. ☐ T.C.A. 49-10-701 . . . Private Institution
 - b. ☐ T.C.A. 49-10-107 & T.C.A. 49-10-305 School System
3. ☐ Amount and provision for payment given
4. ☐ Number of children to be served
5. ☐ Procedures for IEP development
6. ☐ Progress reports (6 or 9 weeks)
7. ☐ Attendance reports (20 days)
8. ☐ Procedure for IEP program changes or termination of program
9. ☐ Inspection of facility

AGENCY ASSURANCES

10. ☐ Appropriate program available
11. ☐ School year of 180 days
12. ☐ Non-discrimination in employment
13. ☐ Availability of rights and privileges explained
14. ☐ Criminal History Check
15. ☐ Restraint and Isolation compliance
16. ☐ Hold harmless clause
17. ☐ Beginning and ending dates of contract

Reviewed By: _____



Insights to Behavior Proposal

Prepared by:
Kenton Levings

kenton@insightstobehavior.com

Prepared for:
RUTHERFORD COUNTY SCHOOL DISTRICT
Kate Kasuboski
Special Education Coordinator
kasuboskik@rcschools.net

Briton Education dba Insights To Behavior

LICENSE AND SERVICE AGREEMENT

This License and Services Agreement is made on **05/07/2020** and entered between, **Briton Education LLC** an Oklahoma based company ("ITB") with principal offices at 6620 Acorn Dr, Oklahoma City, OK 73151 and RUTHERFORD COUNTY SCHOOL DISTRICT with principal office at 2240 SOUTHPARK DR, MURFREESBORO, TN 37128.

Licensee Information		Licensee Main Contact Information	
Entity Name:	RUTHERFORD COUNTY SCHOOL DISTRICT	Contact Name(s):	Kate Kasuboski
Address:	2240 SOUTHPARK DR MURFREESBORO TN 3 7128	Contact Role:	Special Education Coordinator
Account Phone:	(615)893-5812	Phone(s):	6158935815
Account Website:	rcs.k12.tn.us	Contact Email:	kasuboskik@rcschools.net

ANNUAL LICENSE SUBSCRIPTION INFORMATION

Agreement Start Date: 07/01/2020		Agreement End Date: 06/30/2021	
Offering	Quantity	Unit Price	Extension
Insights to Behavior districtwide license Districtwide access to Insights to Behavior. This includes unlimited access to behavior plans, teacher resources, and online training workshops.	1	\$90,000.00	\$90,000.00
Online Training Online training for up to 3 hrs.	10	\$500.00	\$5,000.00
Onsite Training Onsite training that includes one trainer for up to 8 hours. This price includes all travel expenses.	1	\$2,500.00	\$2,500.00
Grand total			\$97,500.00

Any Special Terms: There are 2 onsite days carried over from 2019-20 to be used anytime in 20-21

Due Date: Upon Receipt

- Agreement Terms:**
- Prices guaranteed not to increase by more than 10% in each year of this agreement.
 - Fees due upon invoice unless otherwise specified.
 - Site licenses are transferable (from one site to another) at the start of each fiscal year with approval from ITB

Licensee shall pay all sales, use and excise taxes, and all other taxes, duties, and, if applicable, levies on imports or exports relating to, or under, this Agreement (exclusive of taxes based on ITB's net income), unless Licensee is exempt from the payment of such taxes and provides ITB or one of its partner organizations with evidence of such exemption. All amounts in this Agreement and any Exhibits included are in US dollars and payable in US dollars. Cancellation of pre-paid agreements will result in full price subscription fees being charged.

By signing below you certify that you have read and agree to the Terms and Conditions and any Addendums of this License and Services Agreement and you further certify that you are authorized to sign this Agreement on behalf of the Subscribing Institution and are hereby committing the Licensee Institution to be bound by this Agreement. **Please return a signed copy to: ITB/Insights To Behavior - Fax: 800-507-2881.**

By signing this agreement, I agree to all Terms and Conditions of this License and Service Agreement

Licensee/Customer

Name (Print): _____

Title (Print): _____

Date of Signing: _____

Signature: _____

LICENSE GRANT

The license(s) granted under this Agreement are expressly conditioned on the Licensee's compliance with each of the following conditions:

- a. Only a Licensee staff member who has been provided with a user ID and password is authorized as an "Authorized User" to use Insights To Behavior from any point of access to the Internet.
- b. Authorized Users may use INSIGHTS TO BEHAVIOR with codes provided by ITB, to gain entry into INSIGHTS TO BEHAVIOR for which they have been licensed and neither the Licensee nor any Authorized Users may copy any portion of the INSIGHTS TO BEHAVIOR content except for purposes of creating training materials for internal district use to train users to operate the application.
- c. The Licensee may not copy any portion of INSIGHTS TO BEHAVIOR content, or allow any Authorized Users to copy any portion of INSIGHTS TO BEHAVIOR content, unless expressly permitted in writing by ITB.
- d. Only Licensee and Licensee's Authorized Users are permitted to access INSIGHTS TO BEHAVIOR. Licensee shall assure that all use by Authorized Users of INSIGHTS TO BEHAVIOR shall be pursuant to the terms and conditions of this Agreement.
- e. Licensee may not resell, transfer, assign, sublicense, pledge, lease, rent or share INSIGHTS TO BEHAVIOR or their rights to access INSIGHTS TO BEHAVIOR hereunder or disclose any portion of INSIGHTS TO BEHAVIOR content to any third party, unless expressly permitted under this Agreement or with prior written permission from ITB.
- f. Licensee shall comply to the terms as they appear in this agreement and not change, modify, disassemble, decompile, "unlock," reverse engineer or in any manner decode the system.
- g. This Agreement will be governed by the laws of Oklahoma without regard to its conflict of laws principles. The parties waive all rights to object to venue in said courts. In the event that any provision or provisions of this Agreement will be held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties.

The data used in the Licensee's application of the INSIGHTS TO BEHAVIOR software is the exclusive property of the Licensee. ITB will not use any of this data, outside of supporting the Licensee's, without written permission from Licensee. In addition ITB will take reasonable steps, consistent with the sensitivity of the data, and to be consistent with ITB's Privacy Policies.

Purchase Order Details

Briton Education dba Insights to Behavior

6620 Acorn Dr

Oklahoma City, OK 73151

email: accounting@insightstobehavior.com or your sales person

Fax 800-507-2881

Key Conacts

COMPANY INFORMATION

Company Name	RUTHERFORD COUNTY SCHOOL DISTRICT
Street Address	2240 SOUTHPARK DR
City	MURFREESBORO
State/Province	TN
Zip	37128
Country	United States
Company Phone	(615)893-5812
Web Address	rccs.k12.tn.us

INVOICING

Contact name for invoicing
Email for invoicing
Phone for invoicing

IMPLEMENTATION POINT PERSON

Who on your team will lead implementation
Title
Email
Work Phone
Cell Phone

**CONTRACT BETWEEN
RUTHERFORD COUNTY SCHOOLS
AND
SPECIAL KIDS, INC.
FOR
SPEECH AND LANGUAGE, OCCUPATIONAL THERAPY, AND PHYSICAL
THERAPY SERVICES
FOR
2020-2021 SCHOOL YEAR**

This contract is entered into on this 19th day of May, 2020, by and between RUTHERFORD COUNTY SCHOOLS ("RCS"), a municipal school system of the State of Tennessee and SPECIAL KIDS, INC., a not-for-profit corporation of the State of Tennessee ("Contractor").

1. Duties and Responsibilities of Contractor. Contractor agrees to provide speech and language therapy services, occupational therapy service, nursing services, and/or physical therapy service to identified students who qualify for such service as RCS students. Such duties consist of, but are not limited to, the following:
 - a. Contractor shall provide direct and/or consultative services to identified and eligible students; correspond with parents; maintain required documentation; prepare progress therapy and student progress;
 - b. Contractor shall not exceed ten (10) hours per week in providing such services without prior approval of the RCS Assigned Representative;
 - c. If special materials are required for a child to meet the child's IEP goals regarding speech and language services, Contractor shall submit a list of such materials needed to the RCS Assigned representative;
 - d. Contractor shall assist with intervention strategies to streamline student needs; and
 - e. Contractor shall provide therapy service while each respective student's school is in session. If Contractor is unable to provide services on a given day, the RCS Assigned Representative shall be notified in advance.
2. Duties and Responsibilities of RCS. RCS shall determine the children who are in need of services and provide a listing of such children to the Contractor as soon as possible after the beginning of the school year, or immediately upon eligibility determination, whichever comes first.
3. Term. This Contract shall not be effective until approved by the Director of Schools (and Board of Education, if necessary) and signed by all required parties. **The Contract will expire June 30, 2021.**
4. Payment to Contractor. RCS shall pay the contractor the rate of \$80.00 per hour for therapy services, including speech-language therapy, physical therapy, or

occupational therapy for services rendered pursuant to this contract. RCS shall pay \$175.00 per day for nursing services. Contractor will bill fractional portions of the day for nursing services, including 1/4 (one-fourth) day or (two hour) increments. Such payment shall be made within thirty (30) calendar days of receipt of invoice for services delivered.

5. Termination-Breach. In the event that any of the provisions of the Contract are violated by the Contractor, RCS may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor such violation or delay shall cease the satisfactory arrangement for correction be made. RCS may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to RCS for damages sustained by virtue of any breach by Contractor.
6. Termination-Funding. Should funding for the services be discontinued, RCS shall have the right to terminate the Contract immediately upon written notice to the Contractor.
7. Termination-Notice. Either party may terminate this Contract at any time upon thirty (30) days written notice to the other. In the event of termination by RCS, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
8. Compliance with the Laws. Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. Notices.
 - a. Notices to RCS, including but not limited to, notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the attention of RCS Assigned Representative, at the location of: Rutherford County Schools, 2240 Southpark Drive, Murfreesboro, TN 37128
 - b. Notices to Contractor shall be mailed or hand delivered to: Special Kids, Inc. 2208 East Main Street, Murfreesboro, TN 37130.
10. Maintenance of Records. Contractor shall maintain documentation of all charges associated with services provided pursuant to this Contract. The books, records and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by RCS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
11. Modification of Contract. This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendments, the approval of the Board of Education may be required. Minor Modifications to the Contract may be approved by the Director of Schools.

12. Partnership/joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of Principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
13. Waiver. No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. Employment. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. Non-Discrimination. It is the policy of RCS not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.
16. Indemnification and Hold Harmless. To the extent allowed by law, contractor shall indemnify and hold harmless RCS, its officers, agents and employees from:
 - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or employees, and/or agents, including its sub or independent Contractors, in connection with the performance of the Contractor, and,
 - b. Any claims, damages, penalties, costs and attorney's fees arising from any failure of Contractor, its officers, employees, and/or agents, including its sub or independent Contractors, to observe applicable laws, including but not limited to, labor laws and minimum wage laws.

Contractor shall pay RCS any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

17. Insurance. The Contractor must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1000,00). All such policies shall list RCS as an additional insured. A certificate of insurance to this effect and the additional insured endorsement must be presented to RCS. Contractor must notify RCS if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
18. Assignment-Consent Required. The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of the money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of the

Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of RCS. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT **MUST** BE SENT TO THE ATTENTION OF THE RCS ASSIGNED REPRESENTATIVE, LOCATED AT: Rutherford County Schools, 2240 Southpark Drive, Murfreesboro, TN 37128.

19. **Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and supersedes any and all prior or contemporaneous, written, or oral negotiations, correspondences, understandings and arrangements, between the parties respecting the subject matter of this Contract. No supplemental, modification, or amendment to this Contract shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
20. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
21. **Governing Law.** The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the state of Tennessee. Tennessee law shall govern regardless of any language in any attachment of other document that the Contractor may provide.
22. **Venue.** Any action between the parties arising from this arrangement shall be maintained in the courts of Rutherford County, Tennessee.
23. **Confidentiality of Records.** All educational records created, disclosed, or maintained pursuant to the terms of this Contract are confidential and shall be created, disclosed, and maintained pursuant to the provisions of the Family Educational Right Act, also known as FERPA (20 U. S. C. §1232g), its regulations and Board Policy.
24. **Background Checks.** Contractor shall comply with Tennessee Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all Contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
25. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

26. Notices. Any notice to Contractor from RCS relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

- a. Notice to RCS shall be sent to:
Department: Rutherford County Schools
Attention: Kate Kasuboski
Address: 2240 Southpark Drive
Murfreesboro, TN 37128

Notices to Contractor shall be sent to:
Department: Special Kids
Attention: Chris Truelove
Address: 2208 East Main Street
Murfreesboro, TN 37130

27. Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the director of schools. When it has been so signed, this Contract shall be effective as of the date first written above.

RUTHERFORD COUNTY SCHOOLS

SPECIAL KIDS, INC.

Bill Spurlock, Director of schools
Director

Chris Truelove, Executive

RUTHERFORD COUNTY SCHOOLS

Jim Estes, Chairman of the Board

APPROVED AS TO FORM:

Staff Attorney

**Bill To**

Special Education Department
Rutherford County Schools
2240 Southpark Drive
Smyrna TN 37128

Ship To

Special Education Department
Rutherford County Schools
2240 Southpark Drive
Murfreesboro TN 37128

155564

Date 5/11/2020**Valid Until** 6/30/2020**Partnership
Manager** Yvonne Parrish

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at 901-831-7030 or yvonne.parrish@imaginelearning.com.

Quantity	Item	Unit Price	Amount
250	Imagine Math Annual Student License	\$50.00	\$12,500.00

Include the quote number (#155564) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

Fax: (866) 507-9270
Email: PO@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle, Ste 100
Provo, UT 84604

Subtotal \$12,500.00**Tax Total** \$0.00**Total** \$12,500.00**Thank you for choosing Imagine Learning!**

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.

For information about Imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email:
privacy@imaginelearning.com.



Customer Registration

Thank you for considering Imagine Learning as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to you. **To get started, please enter the information listed below at the following link:**

Customer Registration

The following information will be requested to ensure a successful implementation:

1. **Selected Quote Number** - located in the upper right corner of the quote
2. **Schools** - List sites where the licenses will be utilized
3. **Contact Information** - Provide email and phone number for the following:
 - Implementation Contact - Who will be helping the sites implement the products?
 - Technical Contact - Who is responsible for reviewing technical specifications?
 - Rostering Contact - Who is responsible for rostering students?
 - Accounts Payable Contact - Who will be handling the financial aspect of the transaction?
4. **Billing & Shipping Addresses**
5. **Target Launch Date** - State the desired start date for student access
6. **Technical Specifications** - including:
 - Rostering Method
 - Device Type
 - Approximate number of students using licenses at each school
 - Review technical specifications at this website: [Imagine Learning System Requirements](#)

In order to achieve the desired success with student outcomes, customer agrees to implement and use the program(s) with fidelity in accordance with the minimum usage recommendations shown on the chart below:

Product	Grades	Session Length	Number of Sessions per Week
Imagine Language & Literacy	PreK - K	15 minutes	Struggling Readers: 3+ Students on or above grade level: 2+
	1 - 2	20 minutes	
	3 +	25 - 30 minutes	
Imagine Español	PreK - 1	15 - 20 minutes	All Students: 3
Imagine Math Facts	All	30 minutes	All Students: 1
Imagine Math	All	30 - 45 minutes	All Students: 2 +
Blueprint	PreK - 1	20 - 30 minutes	All Students: 3 - 4
STAAR Readiness	2 - 8	30 minutes	All Students: 2

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.

For information about Imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email:
privacy@imaginelearning.com.