

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

**May 4, 2021
5:00 P.M.**

AGENDA

ELECTRONIC PUBLIC MEETING NOTICE

Board Members may participate electronically in order to protect health, safety, and welfare. Public access to the meeting remains available in person. Public can also access the meeting in live time via <https://www.youtube.com/user/Rutherfordcounty/live> or through cable access at RCTV

- 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: April 22, 2021 Board Meeting**
 - B. Community Use of Facilities**
 - C. Out of County Transfer Student (1)**
 - D. Title I Contract: 11 Hour Extended Contracts at Kittrell Elementary School
LaVergne Middle School and Solution Tree, Inc. Contract**
 - E. Routine Bids: Bid #3450 – HVAC and Electrical Upgrade (Central Magnet)
Bid #3525 – Treated Lumber
Bid #3526 – Illuminated L.E.D. Sign (Plainview)**

F. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Miranda Allen *1	NTE \$50.00	Blackman Middle	School Funds – Track	Help at Track Meets
Allen Nichols	NTE \$1,500.00	Central Magnet	School Funds – General Athletics	Game Administrator
Mark Kirksey	NTE \$500.00	Central Magnet	School Funds – General Athletics	Game Administrator
Brad Cowan	NTE \$5,940.00	Oakland High	School Funds - Indoor Facility	Indoor/Game Field Supervisor
Tabbatha Martin	NTE \$1,500.00	Oakland High	Oakland High Softball Boosters	Assistant Softball Coach
Perry Lyons	NTE \$1,000.00	Oakland High	Oakland High Softball Boosters	Assistant Softball Coach
Abdul Abu- Shanab	NTE \$800.00	Riverdale	School Funds – Swimming	Assistant Swimming Coach
Derek Fuqua	NTE \$1,000.00	Riverdale	School Funds – Track	Worker at Track Meets
John Howse	NTE \$1,000.00	Riverdale	School Funds - Track	Worker at Track Meets
Corey Stockwell	NTE \$750.00	Siegel High	School Funds - Track	Concessions Manager
Jennifer Moore	NTE \$1,000.00	Stewarts Creek High	School Funds – Boys Soccer	Assistant Boys Soccer Coach
Phil Nau	NTE \$750.00	Stewarts Creek Middle	School Funds – Track	Assistant Track Coach
Valanna Lyons	NTE \$3,000.00	Oakland High	Softball Boosters	Assistant Softball Coach
Matt Manning	NTE \$1,700.00	Rockvale High	School Funds – Boys Soccer	Assistant Boys Soccer Coach
Hailey Randolph	NTE \$538.25	Rock Fork Middle School	School Funds – Softball	Assistant Softball Coach
Jennifer Dunlap	NTE \$2,000.00	Stewarts Creek High	School Funds – General Athletics	Concessions Manager
Molly Leonard	NTE \$600.00	Stewarts Creek High	School Funds – Dance Team	Clinic For tryouts – choreography
Preston Scott	NTE \$1,000.00	Stewarts Creek High	School Funds - Football	Assistant Football Coach

**Unless listed as an hourly rate

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

G. Non-Faculty Volunteer Coaches:

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

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

<u>Name</u>	<u>School</u>	<u>Sport</u>
Michael Embry	Smyrna High School	Band
Victoria Fields	Rock Springs Middle	Choir
Phil Wilson	Smyrna High School	Band
Thomas Draper	Oakland High School	Band
Jessica Graves	Oakland High School	Band
Kasey McCormick-Melberg	Siegel High School	Choir
Donna Shearron	Siegel High School	Choir
Benjamin Bjork	Riverdale High School	Band
Rachel Bjork	Riverdale High School	Band
Casey Brefka	Siegel High School	Band

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

6. VISITORS

7. SPOTLIGHT ON EDUCATION

Stewarts Creek Middle School STEM Program & Accomplishments

8. GRADUATION ALLIANCE (For Information only)

9. CURRICULUM AND INSTRUCTION (TAB 2)

1. Title II Funds for Supplementary K-5 Science/Social Studies Specialist:

Rutherford County Schools currently funds one Science/STEM Specialist position that works with all K-8 schools. This specialist supports the instructional work of Science teachers in these 36 schools. For the 2021-2022 school year Rutherford County Schools would like to use Title II funds to add one additional K-5 Science/Social Studies Specialist position to work and provide training for elementary teachers and administrators in 25 buildings.

Recommended Approval---motion to approve Title II funds to pay for one additional K-5 Science/Social Studies specialist position for the 2021-2022 school year pending the approval of the consolidated funding application in fiscal year 2022 from the Tennessee State Department of Education as presented.

2. Social Studies Specialist Position (6-12):

Beginning the 2021-2022 school year, Rutherford County Schools would like to add a district Secondary Social Studies Specialist. This position will support the work of social studies teachers in grades 6-12. Approving this position would provide all core content subject areas and tested areas in grades 6-12 with a Specialist. This position is pending budget approval.

Recommended Approval---motion to approve a district Secondary Social Studies Specialist for the 2021-2022 school year pending final budget approval.

3. ESSER 3.0 Funds for District Counseling Supervisor:

For the 2021-2022 school year, Rutherford County Schools would like to use ESSER 3.0 funds to add a district counseling supervisor. This position will support the work of school counselors in all 49 of our schools.

Recommended Approval---motion to approve ESSER 3.0 funds to pay for a district school counseling supervisor position for the 2021-2022 school year pending the approval of the ESSER 3.0 grant application from the Tennessee State Department of Education as presented.

4. TCAP/EOC Weighted Percentage:

Motion to suspend the weighted TCAP scores section of Policy 4.700 as it relates to students generally for the 20-21 school year. This section shall only remain in effect as an option to students whose grades would increase by including their TCAP score as the set percentage. This policy section shall be automatically be reinstated for all students at the beginning of the 21-22 school year.

Recommended Approval--motion to approve suspension of Policy 4.700 as written.

5. Summer Programming Update (For Information Only)

10. POLICY COMMITTEE RECOMMENDATIONS (TAB 3)

- 1. The following policy changes, additions, and deletions are recommended for adoption by the Board on second and final reading. Policy 6.702, Student Clubs and Organizations, has been removed administratively to improve the language with more input from the Virtual School to ensure it meets all needs:**

- a. Policy 1.700: School District Goals**

- Amended to add diversity hiring goal as required by State Board of Education**

Policy 5.700 and State Law. Small language adjustments to mirror TSBA model policy.

b. Policy 4.605: Graduation Requirements

Updated to reflect RCS's standing 23-credit requirement rather than the State-minimum 22 credits.

c. Policy 5.100: Personnel Goals

Amended to add diversity hiring goal as required by State Board of Education Policy 5.700 and State Law. Small language adjustments to mirror TSBA model policy.

d. Policy 5.110: Compensation Guides & Contracts

Clarified bar on double-payment to coaches.

e. Policy 6.204: Attendance of Non-Resident Students:

Amended to allow out-of-county students to apply to the Virtual School.

f. Policy 6.300: Code of Conduct

Amended to add requested offenses and clarify zero tolerances and offcampus criminal behavior.

g. Policy 6.303: Interrogations and Searches

Returned ability for law enforcement to exclude administrators when appropriate from interrogations.

h. Policy 6.309: Zero Tolerance Offenses

Amended for clarity on discretionary offenses; removed theft over \$500; updated list of Zero Tolerance felonies on-campus; added explosive devices. **Since policy committee, added distinction that Aggravated Assault is a zero even if not charged criminally per legal recommendation from TSBA**

i. Policy 6.312: Use of Personal Communication Devices and Electronic Devices

Updated language and added limitations on confiscation of devices.

j. Policy 6.500: Special Education Students

Amended to clarify procedure-making expectations and authority.

Recommended Approval---motion to adopt above policy changes on second and final reading as presented.

2. ROCKVALE HIGH SCHOOL PEPSI CONTRACT

Rockvale High School requests approval of the attached contract with Pepsi Co. Under the agreement, Pepsi Co. would pay Rockvale High School \$5,000 per year for up to five years and allow a percentage of sales to go to Rockvale High. In exchange, Rockvale High will exclusively offer Pepsi products. Rockvale High previously had a Coke contract that it has ended due to the better rates on sales offered by Pepsi.

Recommended Approval---motion to approve the Rockvale Pepsi Co. contract as presented.

11. FINANCIAL MATTERS (TAB 4)

- 1. Fund 141 FY 20-21 budget amendment budgets approved ESSER II federal funds to reimburse the General-Purpose School Fund for previous expenditures already realized from the COVID 19 pandemic. Items such as additional cleaning supplies, substitute costs for employees on FFCRA leave, as well as the already recognized costs of FFCRA employee leave and the early school year transfer of \$1,500,000 of local funds to support student nutrition services during the pandemic are reimbursed with these funds.**

Recommended Approval---motion to approve the FY 20-21 budget amendment to reimburse the GPS Fund for current fiscal year additional costs brought about due to the COVID 19 pandemic as presented.

- 2. Resolution to Transfer Funds from the General-Purpose School Fund to the Federal Project Fund for Cash Flow Purposes**

Recommended Approval---motion to approve the Resolution to Transfer Funds from the General-Purpose School Fund to the Federal Project Fund for cash flow purposes as presented.

- 3. Report on Operations of the RCS School Nutrition Department during the COVID**

19 Pandemic, Eric Smith RCS School Nutrition Director (Discussion Only)

4. Fund 143 FY 20-21 Budget Amendment

This Centralized Cafeteria Fund FY 20-21 amendment budgets for additional cafeteria salary expenses and food costs to support the RCS Summer Learning Camps, as well as to provide a temporary \$3 per hour pay increase for hourly school nutrition department employees that work during the month of June 2021, in order to cover the food service staffing needs for the RCS Summer Learning Camps. This pay incentive recognizes the great need for adequate staffing for school nutrition operations during the month of June 2021 and the fact that our 10-month hourly cafeteria employees do not normally report to work to serve meals in the month of June. The funding for this one-time hourly increase will be provided by additional Federal USDA Seamless Summer Funding.

Recommended Approval---motion to approve the FY 20-21 Fund 143 budget amendment for the additional costs for food service for the RCS Learning Camps and to authorize a temporary \$3 per hour pay increase for the month of June 2021 to RCS Nutrition Department hourly employees to support the food service staffing needs of the RCS Summer Learning Camps.

5. Resolution of Appreciation to Recognize the Employees of the RCS School Nutrition Department for their service to the children of Rutherford County during the COVID 19 Pandemic.

6. New Salary Schedule for Rutherford County School Nurses

This proposed new salary schedule for school nurses will better align our district with the current market rates that comparable Middle Tennessee public school systems are offering for quality school nurses. Note that this new salary schedule will not take effect until July 1, 2021 and that all active full and part time nurses that are on the current salary schedules prior to July 1, 2021 will remain on the current grandfathered salary schedule until they resign or retire. Additionally, any current active school nurse that stays on the grandfathered salary schedule has until August 31, 2021 to receive a step up in pay for any new college degrees awarded by that date and recognized on the current salary schedule for a salary increase.

Recommended Approval---motion to approve the proposed salary schedule for school nurses with the grandfathered terms listed above as presented.

12. FACILITIES (TAB 5)

- 1. Request to Purchase a storage building by Blackman Middle:** Blackman Middle has requested to purchase a storage building to be used by the Drama Department at a cost of \$4,972.80 at no cost to the Board. Engineering has reviewed the requested location and approves the request. The cost will have to be reviewed since the increase in lumber does

not allow the Contractor to honor their bid at this time. Engineering will work with the school and the supplier to try and reach an equitable cost.

Recommended Approval---motion to approve the request by Blackman Middle to purchase a storage building for Drama at no cost to the Board.

- 2. Request to Purchase a stage and chairs:** Engineering and Construction has solicited bids to purchase a 1440 square foot stage, two handicap ramps, two sets of steps for \$50,000.00 and 1350 folding chairs for \$35,000.00 to be used by our High Schools for graduation. This is the largest size stage utilized last spring and will accommodate all schools. Based on the price, we will need to solicit additional bid requests. Engineering requests permission to purchase the above not to exceed \$85,000.00. Storage, transportation and set up is still to be worked out.

Recommended Approval---motion to approve the purchase of a 1440 square foot, two handicap ramps, two sets of steps and 1350 chairs not to exceed \$85,000.00 as presented. Storage and relocation to be determined.

- 3. Request to Purchase Easement for TDOT Widening at Siegel Campus:** Engineering and Construction has been contacted by TDOT to purchase 0.466 acres for easements to widen Thompson Lane along our property affecting Siegel Middle and Siegel High School. TDOT is offering a total of \$24,020.00 for the required acreage. Engineering and Construction recommends approval of this request.

Recommended Approval---motion to approve the Request from TDOT to purchase 0.466 acres at the proposed value of \$24,020.00 as presented.

- 4. Request to Remove Vegetation and Improve the Townes Cemetery:** Engineering and Construction has been working with Boy Scout Troop 248 to coordinate an Eagle Scout project on the campus of Rocky Fork Elementary and Middle School. Scout, Braxton Johnson, has proposed to clean up and remove vegetation from the Townes Cemetery located on our property. This project will be at no cost to the Board. They have coordinated this with the State and understand the work involved. Engineering and Construction has reviewed the request, provided documents and recommends approval.

Recommended Approval---motion to approve the request from Scout Troop 248 and Scout Braxton Johnson to clean up the Townes Cemetery located on the Rocky Fork Campus at no cost to the Board as presented.

13. DISCUSSION ON DIRECTOR OF SCHOOLS EVALUATION INSTRUMENT

14. INSURANCE UPDATE

15. DIRECTORS UPDATE

16. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

17. FEDERAL RELATIONS NETWORK (FRN) UPDATE

18. GENERAL DISCUSSION

19. ADJOURNMENT

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

Minutes of April 22, 2021

ELECTRONIC PUBLIC MEETING NOTICE

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Board Members Present

Coy Young, Board Chairman

Tiffany Johnson, Vice-Chairman

Jim Estes

Claire Maxwell

Shelia Bratton

Lisa Moore

Tammy Sharp

Bill C. Spurlock, Director of Schools

1. CALL TO ORDER

The Board Chairman called the meeting to order at 5:00 P.M.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Board Chairman, Coy Young.

3. MOMENT OF SILENCE

The Board Chairman called for a moment of silence.

4. APPROVAL OF AGENDA

Motion made by Mr. Estes, seconded by Mrs. Bratton, to approve the agenda as presented.

5. APPROVAL OF CONSENT AGENDA

- A. Minutes: April 6, 2021 Board Meeting**
April 8, 2021 Policy Committee Meeting
April 13, 2021 Budget Workshop Meeting

B. Community Use of Facilities

- C. Title I Contract: Summer School Program – Extended Contract at LaVergne Middle**
Title II Contract: Agreement between RCS and Brian R. Lawler, Ph.D.

D. Routine Bids: Bid# 3510 – Sanitary Sewer Upgrade (Daniel-McKee School)

Request to Purchase:

Rutherford County Board of Education request to use Metropolitan Nashville Public Schools RFP 19-6, Contract Number: 2-474904-02 to Beacon Technologies for service of audio, video, paging systems, ethernet infrastructure, low voltage wiring and other related services.

E. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
John Mears	NTE \$3,500.00	Blackman High School	Band Boosters	Football Band Show Package – For 2021-2022 School year
Travis Childers	NTE \$1,820.00	Siegel High School	School Funds – Baseball	JV Baseball Coach
Tommy Entrekin	NTE \$2,270.00	Siegel High School	School Funds – Baseball	Assistant Baseball Coach
Tyler Reeder	NTE \$1,820.00	Siegel High School	School Funds – Baseball	JV Baseball Coach
Jonathan Tolbert *1 & 6	NTE \$250.00	Smyrna High School	School Funds – ROTC	Bus Driver
Lori Walker	NTE \$800.00	Central Magnet	School Funds – Swimming	Assistant Swimming Coach
Kirstin Taylor *2	Hourly	Central Magnet	School Funds – HS Cheerleading	Assistant HS Cheerleading Coach

- **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.

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

Vote: All Yes

6. VISITORS

There were no visitors present for the meeting.

7. RECOGNITION

- **ROTC Distinguished Leader Graduate Award Presentation**

8. UNITED WAY POSITION WITH ATLAS

The United Way of Greater Nashville would like to partner with Rutherford County Schools to create a Family Engagement Specialist position to be completely funded by the United Way grant. This would include health benefits, supplies and phone. This is a flexible position working with ATLAS families, coordinating food and other basic need deliveries as well as working with other aspects of the Family Collective Program linking families to other resources such as housing referrals, medical and childcare and other community agencies. This position would allow the ATLAS program to free up valuable time for our school counselors allowing them to meet the needs of their students while we assist their parents and families.

Motion made by Mrs. Maxwell, seconded by Mrs. Johnson, to approve the Rutherford County Schools Family Engagement Specialist position to be completely funded by the United Way Grant as presented.

Vote: All Yes

9. ESL EXTENDED CONTRACTS

The ESL Department will be writing course descriptions for ESL course codes during the month of June. One ESL teacher will be offered an extended contract to complete the project. The amount of the contract is \$150/day and not to exceed 3 days. The total amount of the extended contract will not exceed \$450 and will be paid for with Title III funds.

The department is also seeking an amendment to previously approved extended contracts for 16 ESL teachers over two days. The amendment includes three additional days for curriculum development. The approximate total cost of the five-day nit planning is \$12,000.00 (\$150 per day/per teacher) and will be funded by Title III funds.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the Title III funded extended contracts for curriculum development and course description project for the ESL Program as presented.

Vote: All Yes

10. INSTRUCTION (For Information Only)

Dr. Sullivan as well as Staff Attorney, Sara Page briefed the Board on the below information regarding the Charter Application process

ReThink Forward Charter Application:

ReThink Forward applied for authorization as a charter school to operate in Rutherford County beginning with the 22-23 school year. ReThink Forward identified themselves as a Category 1 (new-start applicant). However, the proposed charter group is operating Nashville Collegiate Prep and thus would not be a Category 1 applicant and would instead be a Category 2 or Category 3 application. Based on this category, the application submitted is incomplete as it is missing the required sections of 2.12, 2.13, 2.14, 2.15, 3.3, and 4.1. RCS cannot officially review the application under Tenn. Comp. R & Regs. 0520-14-01-.01(g)(2). Thus, this will conclude our charter review cycle for the 20-21 school year.

11. POLICY COMMITTEE RECOMMENDATIONS

The following policy changes, additions, and deletions are recommended for adoption by the Board on first reading. Policy 6.702, Student Clubs and Organizations, has been removed administratively to improve the language with more input from the Virtual School to ensure it meets all needs:

a. Policy 1.700: School District Goals

Amended to add diversity hiring goal as required by State Board of Education Policy 5.700 and State Law. Small language adjustments to mirror TSBA model policy.

b. Policy 4.605: Graduation Requirements

Updated to reflect RCS's standing 23-credit requirement rather than the State-minimum 22 credits.

c. Policy 5.100: Personnel Goals

Amended to add diversity hiring goal as required by State Board of Education Policy 5.700 and State Law. Small language adjustments to mirror TSBA model policy.

d. Policy 5.110: Compensation Guides & Contracts

Clarified bar on double-payment to coaches.

e. Policy 6.204: Attendance of Non-Resident Students:

Amended to allow out-of-county students to apply to the Virtual School.

f. Policy 6.300: Code of Conduct

Amended to add requested offenses and clarify zero tolerances and off-campus criminal behavior.

g. Policy 6.303: Interrogations and Searches

Returned ability for law enforcement to exclude administrators when appropriate from interrogations.

h. Policy 6.309: Zero Tolerance Offenses

Amended for clarity on discretionary offenses; removed theft over \$500; updated list of Zero Tolerance felonies on-campus; added explosive devices. **Since policy committee, added distinction that Aggravated Assault is a zero even if not charged criminally per legal recommendation from TSBA**

1. Policy 6.312: Use of Personal Communication Devices and Electronic Devices

Updated language and added limitations on confiscation of devices.

2. Policy 6.500: Special Education Students

Amended to clarify procedure-making expectations and authority.

Motion made by Mrs. Maxwell, seconded by Mr. Estes to adopt above policy changes on first reading as presented.

Vote: All Yes

12. FINANCIAL MATTERS

1. New Salary Schedule for Rutherford County School Nurses

This proposed new salary schedule for school nurses will better align our district with the current market rates that comparable Middle Tennessee public school systems are offering for quality school nurses. Note that this new salary schedule will not take effect until July 1, 2021 and that all active full and part time nurses that

are on the current salary schedules prior to July 1, 2021 will remain on the current grandfathered salary schedule until they resign or retire. Additionally, any current active school nurse that stays on the grandfathered salary schedule has until August 31, 2021 to receive a step up in pay for any new college degrees awarded by that date and recognized on the current salary schedule for a salary increase.

Rutherford County Human Resources Director, Sonya Stephenson presented the Board with information on the county's annual salary survey and looked at an overview from counties similar in size to ours in order to determine if pay is comparable and competitive with other surrounding areas.

Board Members addressed questions and discussion was held regarding this proposal.

Ms. Sharp made a motion to table the item, Mrs. Moore seconded the motion. A roll call vote was then taken.

Roll Call Vote: Yes – Mrs. Bratton, Ms. Sharp, Mrs. Moore, Mrs. Maxwell
No – Mr. Estes, Mrs. Johnson, Mr. Young

Motion passed

Ms. Sharp suggested bringing it back before the board on May 25th. The Director stated he did not see the need to discuss the issue further and suggested to leave it as is. Mrs. Sharp agreed.

2. Centralized Cafeteria, Fund 143, 2021/22 Budget

Centralized Cafeteria, Fund 143, 2021/22 budget has \$21,122,000 in revenues, \$21,805,577 in expenditures, and uses \$683,577 of fund balance to fund the cafeterias.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton to approve the Centralized Cafeteria Fund 143, 2021/22 Budget as presented.

Vote: All Yes

3. Capital Projects Fund 177 Budget for the 2021/22 Fiscal Year

Educational Capital Projects Fund, Fund 177, FY 2021/22 Budget has \$7,733,917 in estimated revenues and \$7,733,917 in estimated expenditures. The Current property tax levy of 7.5 cents is adequate to fund the identified priority capital improvements in this proposed budget.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton to approve the 2021/22 Capital Projects Fund 177 Budget as presented.

Vote: All Yes

4. General Purpose School Fund 141, 2021/22 Budget

The General-Purpose School Fund, 2021/22 Budget has an estimated \$ (waiting on State April BEP estimate) in revenues, \$437,984,423 in expenditures, and uses \$ (unknown at this time due to lack of State April BEP estimate) of fund balance for school operations expenditures. This proposed expenditure budget provides funding for a 3% pay increase for all RCS certified and classified employees and a 5% increase for RCS bus contractors.

There was discussion on the item as well as information from Budget and Finance Superintendent, Doug Bodary. Board Member Shelia Bratton asked to make an amendment to this budget item to give certified and classified employees a 5% increase. There was no opposition.

Motion was made by Mrs. Bratton, seconded by Mrs. Maxwell, to amend the 2021/22 General Purpose School Fund 141 Expenditure Budget to represent a 5% increase for all RCS certified and classified employees.

Vote: All Yes

Board Member Jim Estes asked to add an item to the budget. He stated that several schools have expressed an interest to continue graduations at their respective schools. Mr. Estes propose investing in a stage and chairs and having each school pay a fee for the use of such equipment and that money would be allocated for repairs when needed. There was discussion by the Board on costs as well as transporting and storage. The Board agreed to have Trey Lee of Engineering and Construction search out the costs for such items and bring it back before the Board at the May 4th Board Meeting.

The Chairman asked for a motion and vote on the above original agenda item before the amendment was made. The motion reads as follows:

Motion made by Mrs. Johnson, seconded by Mrs. Maxwell to approve the budget as amended with the Health Insurance items and as amended with the 5% increase for all employees and bus contractors.

Vote: All Yes

5. Motion to authorize Cash on Hand for Plainview Elementary Cafeteria operations.

With the opening of Plainview Elementary School in the Fall of 2021, cash on hand to make change needs to be authorized for the school cafeteria operations. The School Nutrition Department is requesting \$40 be authorized as the initial amount for cash on hand for the Plainview Elementary Cafeteria. A listing of all current cash on hand balances at RCS cafeterias, including the proposed amount for Plainview Elementary Cafeteria, is presented for the Board's review.

Motion made by Mrs. Moore, seconded by Ms. Sharp to authorize \$40 for cash on hand for Plainview Elementary Cafeteria operations as presented.

Vote: All Yes

6. Motion for the adoption of new RCS Cafeteria Manager Salary Pay Scale to begin July 1, 2021

To better align RCS cafeteria manager pay structure with comparable school districts and our current cafeteria manager job description, a salary pay scale is presented to replace the current hourly pay rate. This change aligns RCS with other comparable Middle Tennessee School Districts and recognizes the supervisor role of our school nutrition department cafeteria managers.

Motion made by Mrs. Moore, seconded by Mrs. Maxwell to adopt the new RCS Cafeteria Manager Salary Pay Scale, to begin July 1, 2021 as presented.

Vote: All Yes

13. FACILITIES

Request for Wilson Elementary Excess Property Sale:

Rutherford County Schools has been approached to possibly sale +/- 15 acres of excess property back to the family of the original owner. As per TCA Title 49-6-2006-Powers of school board to buy, sell, acquire by gift or transfer.

2010 Tennessee Code

Title 49-Education

Chapter 6-Elementary and Secondary Education

Part 20-School Property

49-6-2006-Powers of school board to buy, sell, acquire by gift or transfer.

49-6-2006. Powers of school board to buy, sell, acquire by gift or transfer.

(a) The board of education is authorized to receive donations of money, property or securities from any source for the benefit of the public schools, which funds it shall, in good faith, disburse in accordance with the conditions of the gifts. Options are public sale or a negotiated sale per TCA 49-62006 (3) (C) (1)

There was some discussion with the Trey Lee as well as Board Attorney, Jeff Reed on legal and procedural issues regarding auction or sale of the property.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell to approve the sale by public auction +/- 15 acres at Wilson Elementary as presented.

Vote: All Yes

Request to Name the Circular Drive at Smyrna Elementary:

Board member, Tammy Sharp is making the request to name the Circular Drive at Smyrna Elementary School “Hellon Johns Hall Drive.” The Johns’ family has a long and rich history of public servants in the Town of Smyrna. Mrs. Hall was a teacher for Rutherford County Schools for over 40 years. Before her retirement and passing she taught at Smyrna Elementary. I have spoken to the current principal, Ms. Ritter, and she is amenable in honoring a long-time former teacher in this manner. Engineering and Construction has no objection to this request.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve the naming of the circular drive to “Hellon Johns Hall Drive” as presented.

Vote: All Yes

Emergency Request for Unit Purchase for Holloway High School Gym:

Holloway High School Gym is operating at 25% HVAC capacity at this time. They have a 10-ton unit without a compressor ordered and a 20-ton unit is no longer operable. Maintenance has one quote for a 20-ton replacement unit for \$59,551.57. Request to authorize maintenance to replace the 20-ton unit not to exceed \$60,000.00 with either one 20-ton unit or two 10-ton units.

Motion made by Mrs. Moore, seconded by Ms. Sharp to authorize maintenance to replace the Holloway High gym unit not to exceed \$60,000.00 as presented.

Vote: All Yes

14. DIRECTOR OF SCHOOLS EVALUATION INSTRUMENT

The contract with the Director of Schools provides an instrument to be used by the Board of Education to evaluate the Director of Schools and shall be developed by the Board of Education and the Director. The instrument must be adopted by the Board of Education at least ninety (90) days prior to the performance of the evaluation. The Board needs to determine the instrument to be utilized. The instrument that has been previously utilized is attached in TAB 7. The Board should discuss whether to utilize the same instrument or utilize an alternative instrument. The floor will be open to discussion and any motions Board Members desire to make in regard to an instrument to be used for the evaluation.

Board Member Tiffany Johnson stated in the last discussion regarding the evaluation instrument there was a desire expressed to collaborate between the Director and the board for the instrument used in going forward and asked if that was still the desire between the two. The Director expressed there were some things on the current instrument that are still very viable but also some things that could be added. A suggestion was made to look over the current instrument and come back together to discuss further at the next scheduled Board Meeting of May 4, 2021.

15. INSURANCE UPDATE

Mr. Bodary went over information on Insurance and renewal rates and options for 2022.

16. DIRECTORS UPDATE

The Director introduced Dr. Kelly Chastain, Post-Secondary Coordinator, who spoke on the Early College Program and Dual Enrollment at LaVergne High School who partners with Motlow State Community College in offering Associates Degrees for student at LaVergne High School. As of 2020, LaVergne High School graduated 41 students with an Associates Degree and a High School Diploma.

Dr. Anthony spoke on Substitute fill rates and an increase to 98 percent over the past week as well as job fair information.

The Director reminded everyone that the Continuous Learning Plan will not continue or be an option for next year unless the Governor declares a state of emergency. Anyone interested in Virtual Learning should apply to the RCS Virtual School.

18. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Bratton spoke on Senate Bill 1131, TN Rapid Growth School District Fund. This Bill is in finance at the present time. Senate Bill 659, Restrictions on Supplemental Materials not approved by State Board of Education is not being heard this year.

19. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Nothing new at this time.

20. GENERAL DISCUSSION

21. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 6:55 P.M.

Coy Young, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

May 4, 2021

Fees

Christiana Middle	Blueprint Baseball, team practice, 5/12/21-7/14/21 Wednesdays 5:30-7:30pm, gym or ball field, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Oakland High	Tennessee Titans, youth football camp, 6/16/21 7:30am-1pm, football stadium, \$1000, <i>*subject to COVID-19 restrictions and updates.</i>
Oakland Middle	Dance Classics, dance recital, 6/3/21-6/5/21 3-8pm, choir room and auditorium, \$900, <i>*subject to COVID-19 restrictions and updates.</i>
Siegel High	Debbie's School of Dance, dance recital, 6/24/21 rehearsal 9am-3pm & recital noon-8pm, \$600, <i>*subject to COVID-19 restrictions and updates.</i>
Stewarts Creek High	Stewarts Creek Youth Football & Cheer, practice & games, 5/1/21-10/31/21 M/Tu/Th 5:30-7:30pm & Sa 7am-7:30pm, \$100/hr, <i>*subject to COVID-19 restrictions and updates.</i>

No Fee

Stewarts Creek Middle	RCS with Discovery Center, STEM CAMP, 6/7/21-6/11/21 & 6/14/21-6/18/21 M-F 8-3pm, No Fee, <i>*subject to COVID-19 restrictions and updates.</i>
-----------------------	--

Note: Facility use for 5/4/21 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.**

MEMORANDUM

DATE: April 28, 2021
TO: Bill C. Spurlock
FROM: Sara R. Page
RE: Transfer Student Under Discipline

The Board has been requested to admit a transfer student under discipline from another school system. The student was previously remanded to attend alternative school in Indiana.

The student was remanded for fighting.

According to Policy 6.318, the Board must approve all admissions when a student transfers from another school system while under suspension or expulsion. I recommend that the student be admitted and placed in alternative school.

Title I

RUTHERFORD COUNTY

Title I

EXTENDED CONTRACT APPLICATION

****Upon approval, this application becomes your contract*
Summer School Program***

Please print:
Name: Amanda Michelle Fishpaw

First

Middle

Last

School Assigned: Kittrell Elementary

School Phone: (615) 893-7604

School E-mail: fishpawa@rcschools.net

Years of experience: 20

How was applicant selected: (to be completed by the principal) Camp is for incoming kindergarteners - kindergarten teachers were selected.

Certification Areas: (By name) Elementary K-8

Circle type of contract requested

1. SUMMER PROGRAM:

- a. Written proposal must be attached
- b. Teacher contracted must be a renewal to teach Summer School
- c. Enrollment minimum of 8 per teacher required for program to "make"

2 Other: (briefly describe) 2-day Ready for Kindergarten Camp

Number of Contract hours: 10

Paid @ a rate of \$ 22.18 per hour.

*Contracts are for number of hours set by school's principal.

**Documentation is a requirement for Title I Extended Contracts. Failure to do so may result in cancellation of the contract with no payment.

***No change can be made to an extended contract without prior approval from the principal and Federal Programs/RTI Coordinator, Mark Gullion. Failure to do so may result in cancellation of the contract with no payment.

*APPLICANT'S SIGNATURE: [Signature] Date: 4-6-21

*PRINCIPAL'S SIGNATURE: [Signature] Date: 4/20/21

*BOARD CHAIR'S SIGNATURE: _____ Date: _____

*DIRECTOR OF SCHOOLS SIGNATURE: _____ Date: _____

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)

Title I

RUTHERFORD COUNTY

Title I

EXTENDED CONTRACT APPLICATION

****Upon approval, this application becomes your contract*
Summer School Program***

Please print:

Name:

Rebecca

Lynn

Speck

First

Middle

Last

School Assigned:

Kittrell Elementary

School Phone:

(615) 893-7604

School E-mail:

speckr@rcschools.net

Years of experience:

10

How was applicant selected: (to be completed by the principal)

Camp is for incoming kindergarteners -
kindergarten teachers were selected.

Certification Areas: (By name)

Early Childhood Education PK-3

Circle type of contract requested

1. SUMMER PROGRAM:

- a. Written proposal must be attached
- b. Teacher contracted must be a renewal to teach Summer School
- c. Enrollment minimum of 8 per teacher required for program to "make"

② Other: (briefly describe) 2-day Ready for Kindergarten Camp

Number of Contract hours:

10

Paid @ a rate of \$ 22.18 per hour.

*Contracts are for number of hours set by school's principal.

**Documentation is a requirement for Title I Extended Contracts. Failure to do so may result in cancellation of the contract with no payment.

***No change can be made to an extended contract without prior approval from the principal and Federal Programs/RTI Coordinator, Mark Gullion. Failure to do so may result in cancellation of the contract with no payment.

*APPLICANT'S SIGNATURE:

Rebecca Speck

Date:

4-16-21

*PRINCIPAL'S SIGNATURE:

[Signature]

Date:

4/12/21

*BOARD CHAIR'S SIGNATURE:

[Signature]

Date:

*DIRECTOR OF SCHOOLS SIGNATURE:

[Signature]

Date:

(Rutherford County Finance Dept. determines how Extended Co ntract payments will be issued.)

**Solution Tree, Inc.
Purchase Agreement**

Effective April 20, 2021, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Rutherford County Schools - La Vergne Middle School ("Customer") located at 2240 Southpark Dr, Mufreesboro, TN 37128-5507 US agree as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$16,000.00
Total	\$16,000.00

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$0	Waived
Onsite Professional Development	\$13,000.00	June 14, 2021
Virtual professional Development	\$3,000.00	Incrementally after each date

- 3. Onsite Professional Development**

- 3.1. Description of Services:** Solution Tree agrees to provide a speaker, Brandon Jones ("Associate"), to disseminate information for Customer on the topic of *Professional Learning Communities at Work*® on June 14, 2021 to June 15, 2021 and 2 75-minute Interactive Web Conferences to be determined at a later date.

- 3.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

- 3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

- 4. General Terms**

- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be

developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

- 4.2. Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:
- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
 - b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
 - c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
 - d. All obligations unaffected by a Force Majeure Event will remain in place.
- 4.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.
- 4.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.



This Agreement is acknowledged and accepted by Customer and Solution Tree:

Bill Spurlock
Director of Schools
Rutherford County Schools

Date

Ali Cummins
Director of Professional Development
Solution Tree, Inc.

Date

Please email this Agreement to Sharon Croissant at Sharon.croissant@SolutionTree.com or fax to 866.308.3135.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: _____
Title: _____
Phone: _____
Email: _____
Cell #: _____
Fax: _____

Who will receive and pay the invoices?

Contact: _____
Title: _____
Phone: _____
Email: _____
Fax: _____

**Bid #3450
HVAC and Electrical Upgrades
(Central Magnet School)**

Description	FourSeasons Inc.
HVAC and Electrical Upgrade Base Bid	\$ 4,485,000.00
Alternate 1	\$ 582,192.00
Alternate 2	\$ 139,286.00
Alternate 3	\$ 16,420.00
Alternate 4	\$ 6,330.00
Alternate 5	\$ 39,030.00

Mailed to 44 vendors
43 vendors did not respond

Recommend: Motion to award to Four Seasons Inc. for the remaining balance. This was originally board approved on 02/27/2020 for \$3,144,550.00.

To be funded through Capital Projects and Federal Programs.

Bid #3525
Treated Lumber

Vendor	Bid for Total Lumber Package
Haynes Lumber	\$ 77,352.66
Lowe's Home Center	\$ 40,513.67

Mailed to 5 vendors
3 vendors did not respond

Recommend: Motion to award to Lowe's Home Center for the overall lowest and best bid as shown.

To be funded through Maintenance Department

Bid # 3526
Illuminated L.E.D. Sign
Plainview Elementary School

Description	Design Team Sign Co.	Robson Corporation
Illuminated LED Sign	\$ 16,275.00	\$ 22,354.00

Mailed to 24 vendors
20 vendors did not respond

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

To be funded through Building Program Funds.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: K-5 Science and Social Studies Specialist

Terms of Employment: Twelve Months

Immediate Supervisor: Assistant Superintendent of Curriculum and Instruction

POSITION DESCRIPTION:

Under the general direction of the Assistant Superintendent of Curriculum and Instruction, the K-5 Science and Social Studies Specialist will oversee and provide administrative support and direction for all K-5 science and social studies instruction.

Ensure and provide administrative support and direction for the development, implementation, evaluation, and modification of K-5 science and social studies instruction in the school system.

ESSENTIAL DUTIES:

1. The K-5 Science and Social Studies Specialist will support the Assistant Superintendent of Curriculum and Instruction, as well as the Elementary Coordinator, in the area of K-5 science and social studies curriculum and instruction.
2. As a member of the Instructional Staff, he/she shall provide leadership for RCS, represent the Assistant Superintendent of Curriculum and Instruction as appropriate at official school and community functions, keep instructional staff members informed of changes in trends, laws, rules, or regulations in his/her area of expertise, and provide reports to the Assistant Superintendent of Curriculum and Instruction of his/her activities and as requested.
3. In conjunction with the Elementary Coordinator, will create annual job goals that will become part of the criteria for evaluation.
4. Work collaboratively with the Elementary Coordinator, as well as building level administrators and coaches, to provide science and social studies leadership and support by:
 - a. Facilitating and creating staff development
 - b. Providing teacher support
 - c. Developing district science and social studies curriculum guides
 - d. Overseeing science and social studies program implementation
 - e. Evaluating science and social studies program implementation
 - f. Supporting STEM exploratory classes
 - g. Supporting schools in the STEM School Designation process
 - h. Desegregating data for improved student achievement
 - i. Demonstrating lessons for science and social studies

5. In carrying out these responsibilities, the K-5 Science and Social Studies Specialist will:
- Coordinate science and social studies curriculum units and lessons and foster a creative and supportive environment for curriculum development, innovation, and professional growth;
 - Oversee and coordinate science and social studies curriculum development;
 - Observe, coach, and provide feedback to teachers regarding all aspects of science and social studies instruction, student engagement, and classroom environment;
 - Provide professional development training for RCS personnel within his/her area(s) of expertise as part of RCS annual professional development program;
 - Keep current of new developments in science and social studies curricula and evaluation through readings, conferences, and other means of gathering training and knowledge and disseminate information on a regular basis, including conducting staff development for the benefit of RCS employees;
 - Conduct other staff duties and responsibilities as directed by the Assistant Superintendent of Curriculum and Instruction.

QUALIFICATIONS:

- Skills to analyze and interpret multiple data sources to improve instructional practices for student achievement and effectively model this process.
- Strong working and application knowledge of K-5 science and social studies instruction and the Tennessee State Science and Social Studies Standards.
- Hold a valid Tennessee Teacher's license with a minimum of five years successful teaching experience with preferences given to candidates holding a Tennessee Certification in Administration and Supervision.
- Have substantial experience in K-5 science and/or social studies instruction with a strong background in professional development.
- Good communication skills.
- Ability to demonstrate and model exemplary classroom teaching.
- Skill in PLC collaboration, science and social studies instruction, and the analysis of data to improve student learning.
- Demonstrate skills in coaching strategies that improve teaching.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: 6-8 Science and STEM Specialist

Terms of Employment: Twelve Months

Immediate Supervisor: Assistant Superintendent of Curriculum and Instruction

POSITION DESCRIPTION:

Under the general direction of the Assistant Superintendent of Curriculum and Instruction, the 6-8 Science and STEM Specialist will oversee and provide administrative support and direction for all 6-8 science and STEM instruction.

Ensure and provide administrative support and direction for the development, implementation, evaluation, and modification of 6-8 science and STEM instruction in the school system.

ESSENTIAL DUTIES:

1. The 6-8 Science and STEM Specialist will support the Assistant Superintendent of Curriculum and Instruction, as well as the Middle Coordinator, in the area of 6-8 science and STEM curriculum and instruction.
 2. As a member of the Instructional Staff, he/she shall provide leadership for RCS, represent the Assistant Superintendent of Curriculum and Instruction as appropriate at official school and community functions, keep instructional staff members informed of changes in trends, laws, rules, or regulations in his/her area of expertise, and provide reports to the Assistant Superintendent of Curriculum and Instruction of his/her activities and as requested.
 3. In conjunction with the Middle Coordinator, will create annual job goals that will become part of the criteria for evaluation.
 4. Work collaboratively with the Middle Coordinator, as well as building level administrators and coaches, to provide science and STEM leadership and support by:
 - a. Facilitating and creating staff development
 - b. Providing teacher support
 - c. Developing district science curriculum guides
 - d. Overseeing science and STEM program implementation
 - e. Evaluating science and STEM program implementation
 - f. Supporting schools in the STEM School Designation process
 - g. Desegregating data for improved student achievement
 5. In carrying out these responsibilities, the 6-8 Science and STEM Specialist will:
 - Coordinate science and STEM curriculum units and lessons and foster a creative and supportive environment for curriculum development, innovation, and professional growth;
 - Oversee and coordinate science and STEM curriculum development;
-

- Coordinate and manage the STEM Resource Center and personnel;
- Observe, coach, and provide feedback to teachers regarding all aspects of science and STEM instruction, student engagement, and classroom environment;
- Provide professional development training for RCS personnel within his/her area(s) of expertise as part of RCS annual professional development program;
- Keep current of new developments in science and STEM curricula and evaluation through readings, conferences, and other means of gathering training and knowledge and disseminate information on a regular basis, including conducting staff development for the benefit of RCS employees;
- Conduct other staff duties and responsibilities as directed by the Assistant Superintendent of Curriculum and Instruction.

QUALIFICATIONS:

- Skills to analyze and interpret multiple data sources to improve instructional practices for student achievement and effectively model this process.
- Strong working and application knowledge of 6-8 science and STEM instruction and the Tennessee State Science and STEM Standards.
- Hold a valid Tennessee Teacher's license with a minimum of five years successful teaching experience with preferences given to candidates holding a Tennessee Certification in Administration and Supervision.
- Have substantial experience in 6-8 science and/or STEM instruction with a strong background in professional development.
- Good communication skills.
- Ability to demonstrate and model exemplary classroom teaching.
- Skill in PLC collaboration, science and STEM instruction, and the analysis of data to improve student learning.
- Demonstrate skills in coaching strategies that improve teaching.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Secondary Social Studies Specialist

Terms of Employment: Twelve Months

Immediate Supervisor: Assistant Superintendent of Curriculum and Instruction

POSITION DESCRIPTION:

- Under the general direction of the Assistant Superintendent of Curriculum and Instruction, the Secondary Social Studies Specialist will oversee and provide administrative support and direction for Social Studies instruction for 6th-12th.
 - Ensure and provide administrative support and direction for the development, implementation, evaluation, and modification of 6th – 12th grade social studies instruction in the school system.
-

ESSENTIAL DUTIES:

- The Secondary Social Studies Specialist will support the Assistant Superintendent of Curriculum and Instruction, as well as the Middle and Secondary Coordinators, in 6-12 social studies curriculum and instruction.
- As a member of the Instructional Staff, he/she shall provide leadership for RCS (Rutherford County Schools), represent the Assistant Superintendent of Curriculum and Instruction as appropriate at official school and community functions, keep instructional staff members informed of changes in trends, laws, rules, or regulations in his/her area of expertise, and provide reports to the Assistant Superintendent of Curriculum and Instruction of his/her activities and as requested.
- Create in conjunction with the Middle and Secondary Coordinators annual job goals that will become part of the criteria for evaluation.
- Work collaboratively with the Middle and Secondary Coordinators as well as building level administrators and coaches to provide social studies leadership and support by:
 - Facilitating and creating staff development
 - Providing teacher support
 - Developing district social studies curriculum guides for middle and high school courses
 - Overseeing social studies program implementation
 - Evaluating social studies program implementation
 - Support social studies and civics programs and teachers
- In carrying out these responsibilities, the Secondary Social Studies Specialist will:

- Coordinate social studies curriculum activities and foster a creative and supportive environment for curriculum development, innovation, and professional growth.
- Oversee and coordinate the development of the social studies curriculum.
- Work collaboratively with the Middle and High School Coordinator to oversee social studies textbook adoptions.
- Observe, coach, and provide feedback to teachers regarding all aspects of social studies instruction, student engagement, and classroom environment.
- Provide professional development training for RCS personnel within his/her area(s) of expertise as part of the RCS annual professional development program.
- Maintain trends of new developments in the social studies curriculum through professional readings, state training, and conferences.
- Communicate regularly with secondary social studies teachers.
- Conduct other staff duties and responsibilities as directed by the Assistant Superintendent of Curriculum and Instruction.

QUALIFICATIONS:

- Skills to analyze and interpret multiple data sources to improve instructional practices for student achievement and effectively model this process.
- Strong working and application knowledge of 6-12 social studies instruction and the Tennessee State Social Studies Standards.
- Hold a valid Tennessee Teacher's license with a minimum of five years successful teaching experience with preferences given to candidates holding a Tennessee Certification in Administration and Supervision.
- Evidence for substantial experience in 6-12 social studies instruction with a strong background in professional development.
- Effective communication skills.
- Ability to demonstrate and model exemplary classroom teaching.
- Skills in PLC (Professional Learning Communities) collaboration, social studies instruction, and the analysis of data to improve student learning.
- Demonstrate skills in coaching strategies that improve teaching.

EVALUATION:

Conducted by the Assistant Superintendent of Curriculum and Instruction or his/her designee in accordance with provisions of the Rutherford County Board of Education policy on evaluation of certified personnel.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: District School Counseling Supervisor

Term of Employment: Twelve Months

Immediate Supervisor: Assistant Superintendent of Curriculum and Instruction

POSITION DESCRIPTION:

- The School Counseling Supervisor will have an understanding of the developmental, career, academic, social, and emotional needs of the students of Rutherford County.
- The School Counseling Supervisor will have a knowledge and understanding of the local guidance curriculum and program, Tennessee State Model Framework, and National Guidance Standards. The School Counseling Supervisor will use a wide array of teaching methods, strategies, and techniques to teach the curriculum to students and school-level school counselors and will utilize curriculum, individual student planning, responsive services, and system support to deliver the comprehensive counseling program to students and district school counselors.
- Under the general direction of the Assistant Superintendent of Curriculum and Instruction, the School Counseling Supervisor will oversee and provide administrative support and direction for all school counselors across the district.
- The School Counseling Supervisor will, under the direction and supervision of the Assistant Superintendent of Curriculum and Instruction, maintain a positive attitude, exhibit a spirit of cooperation, participate in shared decision-making, and model life-long learning through professional growth opportunities.
- The School Counseling Supervisor will demonstrate professionalism at all times, thus contributing to the development of a positive district culture.

ESSENTIAL DUTIES:

- Support the Assistant Superintendent of Curriculum and Instruction, as well as the Elementary, Middle, and Secondary Coordinators, in the area of school counseling planning and in curriculum/instruction.
- As a member of the Instructional Staff, he/she shall provide leadership for RCS, represent the Assistant Superintendent of Curriculum and Instruction as appropriate at official

school and community functions, keep instructional staff members informed of changes in trends, laws, rules, or regulations in his/her area of expertise, and provide reports to the Assistant Superintendent of Curriculum and Instruction of his/her activities and as requested.

- Create annual job goals that will become part of the criteria for evaluation.
- Provide vetted resources to counselors across the district to meet the social-emotional needs of all students.
- Lead district school counselors to ensure student needs are supported for their well-being.
- Work collaboratively with the district Coordinators as well as building-level administrators and school counselors to provide leadership and support by:
 - Facilitating and creating staff development
 - Providing school counselor support
 - Developing district school counseling curriculum guides
 - Overseeing and evaluating school counseling program implementation
- In carrying out these responsibilities, the District School Counseling Supervisor will:
 - Coordinate school counseling activities and foster a creative and supportive environment for curriculum development, innovation, and professional growth
 - Oversee and coordinate school counseling curriculum development
 - Coordinate and oversee college and career planning and advising
 - Observe, coach, and provide feedback to school counselors regarding all aspects of school counseling instruction, services, and support.
- Collaborate with school counselors to assess the professional development needs of school counselors in the schools and district.
- Provide professional development training for RCS personnel within his/her area(s) of expertise as part of RCS annual professional development program.
- Keep current of new developments in school counseling and evaluation through readings, conferences, and other means of gathering training and knowledge and disseminate information on a regular basis, including conducting staff development for the benefit of RCS employees.
- Participates in continuous professional development as it relates to individual, school and system.
- Guides school counselors with opportunities available to students in their participation in school and community activities
- Trains school counselors with strategies to assist students on how to evaluate career interests and choices
- Aids school counselors to support students in course, pathway and cluster selection, and six-year plans.
- Organizes and conducts annual “Career Day” or Career Fairs”
- Aids middle school and high school counselors on how to assist students with course and subject selection for high school; implements strategies across the district to facilitate student transition into middle and high school setting.
- Advocate for the elimination of barriers to access and equity to a rigorous education for all students.
- Works to assist counselors in supporting students in securing financial assistance for post-secondary education.

- Participates in continuous district improvement efforts.
 - Represents the school and community in a positive manner.
 - Assists in upholding policies of the Rutherford County Board of Education, school rules, and administrative regulations.
 - Conduct other staff duties and responsibilities as directed by the Assistant Superintendent of Curriculum and Instruction.
-

QUALIFICATIONS:

- Holds a current Tennessee Certification with appropriate endorsement.
 - Minimum of 5 years of experience in School Counseling (Preferred)
 - Is able to take direction; works both on a team and independently.
 - Is able to organize multiple priorities and work on a flexible schedule.
 - Strong working and application knowledge of K-12 School Counselor standards and responsibilities.
 - Good communication skills
 - Ability to demonstrate and model best practices.
 - Meets all health, physical and background checks.
-

EVALUATION:

Conducted by the Assistant Superintendent of Curriculum and Instruction or designee in accordance with provisions of the Rutherford County Board of Education policy on evaluation of certified personnel.

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Testing Programs	Descriptor Code: 4.700	Issued Date: 09/03/20
		Rescinds: 4.700	Issued: 09/18/19

1 *General*

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

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

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

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

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

3 **WEIGHTING TCAP SCORES**

4 TCAP⁴ and EOC⁵ scores shall be included in students' second semester grades as follows:

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

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

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

12 **INTEREST INVENTORIES AND CAREER ASSESSMENTS⁶**

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

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

17 **TESTING INFORMATION AND PARENTAL CONSENT**

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

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

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

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

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

Legal References

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

Cross References

- Student Surveys, Analyses, and Evaluations 6.4001
Student Records 6.600

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School District Goals	Descriptor Code: 1.700	Issued Date: 01/15/09
		Rescinds:	Issued:

1 The Board is charged, on behalf of the public, with the responsibility for determining the educational
2 goals of the school system. In discharging that responsibility, the Board has adopted the following goals:
3 ~~in four primary areas: Instruction, personnel, students and operations.~~

4 INSTRUCTION

- 5 1. To promote a plan for the organized improvement of school curriculum, including the **transition**
6 ~~articulation~~ between elementary and secondary schools;
- 7 2. To ~~provide~~ offerings ~~which explore~~ a wide range of career and service opportunities;
- 8 3. To promote an integration of academic, physical, social and emotional growth experiences for
9 each student; and
- 10 4. To promote the recognition of achievement in all endeavors (~~example~~ **i.e.**, academic, athletic).

11 STUDENTS

- 12 1. To structure the ~~overall~~ instructional program to provide ~~sufficient~~ **necessary** alternatives to meet
13 a variety of individual needs and aspirations;
- 14 2. To ensure that each student's interests, capacities and objectives are considered in his/her
15 learning program;
- 16 3. To develop a comprehensive program for disabled students providing the least restrictive
17 programs; and
- 18 4. To help students gain understanding of themselves, as well as skills and techniques in living and
19 working with others and being responsible citizens.

20 PERSONNEL

- 21 1. To ~~provide~~ **promote** high quality performance by the staff, including both professional and
22 support personnel;
- 23 2. To establish acceptable performance standards for all personnel;
- 24 **3. To set goals for educator diversity that take into consideration the diversity of the student**
25 **population;**¹

- 1 4. To provide in-service training and professional growth experiences for teachers and
- 2 administrators; and
- 3 5. To maintain an evaluation system for the improvement of the instructional system.

4 OPERATIONS

- 5 1. To make every effort to secure adequate funding for the educational program in support of the
- 6 stated goals;
- 7 2. To maintain an adequate system of fiscal and business management;
- 8 3. To develop plans for the efficient use of school facilities; and
- 9 4. To ensure appropriate communication between the Director of Schools and the Board.

10 The Board shall annually review these goals and revise them as necessary.

11 The Director of Schools is responsible for developing procedures and strategies to implement the goals
12 of the Board.

Legal References

1. State Board of Education Policy 5.700; TCA 49-1-302(g)

Cross References

Role of the Board of Education 1.101
Board Member Development Opportunities 1.204
Fiscal Management Goals 2.100
Business Management Goals 3.100
Instructional Program 4.100
Evaluations of Instructional Programs 4.702
Personnel Goals 5.100
Student Goals 6.100

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Graduation Requirements	Descriptor Code: 4.605	Issued Date: Click here to enter a date.
		Rescinds: 4.605	Issued: 11/15/16

1 *General*

2 To meet the requirements for graduation, a student shall have attained an approved attendance, conduct
3 and subject matter record which covers a planned program of education, and such record shall be kept
4 on file in the high school.

5 The program of studies shall include areas and content required by the State Board of Education and
6 shall be flexible enough to facilitate progress from one stage of development to another, thus providing
7 for more effective student adjustment.

8 Students shall earn five (5) units of credit in order to be classified as a sophomore, eleven (11) units of
9 credit to be classified as a junior, and seventeen (17) units of credit to be classified as a senior.

10 Before high school graduation, every student **seeking an RCS diploma** shall:¹

- 11 1. Achieve the **RCS-required twenty-three units of credit**;
- 12 2. Take the required end-of-course exams;
- 13 3. Have satisfactory records of attendance and conduct;
- 14 4. Take the ACT or SAT in the 11th grade if enrolled in a Tennessee public school during their
15 11th grade year;² and
- 16 5. Pass a United States civics test.³

17 The curriculum for homebound students is an integral part of the general curriculum of each school;
18 therefore, homebound students shall also have the same participatory privileges with the following
19 stipulations:

- 20 1. The medical verification of the physical disability of the student to participate is provided to the
21 homebound teacher; and
- 22 2. The principal of the school be notified by May 1st of the current year by the homebound teacher
23 of the student's intent to participate in graduation rehearsals and exercises.

24 Students who have completed all graduation requirements will be awarded a regular diploma. Students
25 who complete all graduation requirements, but have not passed the proficiency test, will be awarded a
26 certificate of attendance.

27 Any enrolling or transferring students in grades eleven (11) or twelve (12) that are in the care of or
28 exiting the custody of the Department of Children's Services shall only be required to meet the minimum
29 requirements for graduation established by the State Board of Education

1 SPECIAL EDUCATION STUDENTS⁴

2 Special education students who earn the **State-required** twenty-two credit minimum shall be awarded a
3 regular high school diploma.

4 Students who have received the diplomas listed below shall continue to make progress towards a regular
5 high school diploma until the end of the school year in which they turn twenty-two (22) years old.

6 *Special Education Diploma*

7 A special education diploma shall be awarded to students who have not met the requirements for a regular
8 high school diploma⁵ but have:

- 9 1. Completed four (4) years of high school;
- 10 2. Made satisfactory progress on their IEP; and
- 11 3. Maintained satisfactory records of attendance and conduct.

12 *Occupational Diploma*

13 Special education students who do not meet the requirements for a regular high school diploma may be
14 awarded an occupational diploma if the student has:^{1,4}

- 15 1. Completed at least four (4) years of high school;
- 16 2. Made satisfactory progress on their IEP;
- 17 3. Maintained satisfactory records of attendance and conduct;
- 18 4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment
19 (SKEMA); and
- 20 5. Has two (2) years of paid or non-paid work experience.

21 The decision to attain an occupational diploma shall be made at the conclusion of the student's 10th grade
22 year or two (2) academic years prior to the expected graduation date.

23 *Alternate Academic Diploma*

24 Special education students who do not meet the requirements for a regular high school diploma may be
25 awarded an alternate academic diploma if the student has:⁴

- 26 1. Completed at least four (4) years of high school;
- 27 2. Participated in the high school alternate assessment;
- 28 3. Earned the **State-required** twenty-two credit minimum;
- 29 4. Made satisfactory progress on their IEP;
- 30 5. Maintained satisfactory records of attendance and conduct; and
- 31 6. Completed a transition assessment that measures postsecondary education and training,
32 employment, independent living, and community involvement.

1 STUDENT LOAD

2 All full-time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum
3 of five (5) units of credit for graduation per year. Students with hardships and gifted students may appeal
4 this requirement to the Director of Schools and then to the Board.⁶

5 EARLY GRADUATION⁷

6 High school students shall be permitted to complete an early graduation program. Students intending to
7 graduate early shall inform the school principal of this intent prior to the beginning of 9th grade or as
8 soon thereafter as the intent is known.

9 In order to graduate early, students shall meet the following requirements:

- 10 1. Earn the required eighteen (18) credits;
- 11 2. Achieve a benchmark score for each required end-of-course exam;
- 12 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 13 4. Meet the minimum ACT or SAT benchmark score;
- 14 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 15 6. Complete at least two (2) types of the following courses:
 - 16 a. AP;
 - 17 b. IB;
 - 18 c. Dual enrollment; or
 - 19 d. Dual credit.

20 The Director of Schools shall develop administrative procedures to ensure that the early graduation
21 program is conducted in accordance with state law.

Legal References

1. TCA 49-6-6001; State Board of Education Policy 2.103
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; Public Acts of 2019, Chapter No. 442;
State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06(1)(a); State Board of Education
Policy 2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.06(1)(a)(7)
7. TCA 49-6-8303; State Board of Education Policy 2.103

Cross References

Basic Curriculum Program 4.201
Grade Point Average and Class Rank 4.602

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Personnel Goals</h2>	Descriptor Code: <h3 style="text-align: center;">5.100</h3>	Issued Date: Click here to enter a date.
		Rescinds: <h3 style="text-align: center;">5.100</h3>	Issued: <h3 style="text-align: center;">01/15/09</h3>

1 Through its personnel policies, the Board shall establish a school environment that will attract and
 2 maintain the best qualified person whose mission will be to provide the best possible learning
 3 opportunities for the students. The Board's goals are:

- 4 ~~1. To ensure equivalence among schools in teachers, administrators and other staff.~~
- 5 ~~2. To ensure that the best qualified personnel are recruited and employed to staff the school~~
 6 ~~system;~~ **To ensure that the Director of Schools recruits and employs the best qualified**
 7 **individuals to staff the school district;**
- 8 ~~3. To provide staff compensation, benefits and working environment sufficient to attract and~~
 9 ~~retain qualified employees;~~
- 10 **4. To set goals for educator diversity that take into consideration the diversity of the student**
 11 **population;¹**
- 12 ~~5. To provide in-service training opportunities for all employees to improve their performance;~~
- 13 ~~6. To conduct an evaluation program for certified employees that will contribute to the~~
 14 ~~continuous improvement of staff performance; and~~
- 15 ~~6. To ensure that personnel are assigned so that they are utilized as effectively as possible.~~

Legal References

1. State Board of Education Policy 5.700; TCA 49-1-302(g)

Cross References

- School District Goals 1.700

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Compensation Guides & Contracts	Descriptor Code: 5.110	Issued Date: 01/12/12
		Rescinds: 5.110	Issued: 07/20/11

1 All certified personnel must make a written contract with the Board at a fixed salary per month before
2 entering upon their duties.¹

3 The director of schools shall establish the salary rating of each person employed and shall recommend
4 such salary rating to the Board for its approval.²

5 Salaries of all employees, including supplemental pay, shall be paid by the Board. No payment to any
6 employee for service performed on behalf of the school system shall be made from any source other than
7 the Board.³

8 Contracts for administrators and system-wide professional certified personnel shall include two-hundred
9 (200) days of responsibility, plus twenty (20) days for each additional month assigned by the Board.
10 Each contract shall provide:⁴

- 11 1. A minimum of one hundred and eighty (180) working days;
- 12 2. A minimum of five (5) days for in-service education;
- 13 3. Ten (10) vacation days; and
- 14 4. Five (5) days as designated by the Board (teachers shall use one (1) day for parent-teacher
15 conferences⁴).

16 Certified professional employees anticipating completion of a new degree that will affect their salary for
17 the coming year shall notify the central office by May 1 of each year. Each professional employee shall
18 be awarded full credit for allowable teaching experience and academic training as established under the
19 State Board of Education Rules, Regulations and Minimum Standards.

20 Career and Technical Education (Occupational Education) teachers shall be placed on a step of the salary
21 schedule in accordance with the years of appropriate employment experience not to exceed a maximum
22 of five (5) years provided such experience is confirmed by the previous employer and directly relates to
23 the teaching assignment.

24 Salaries and supplements may be paid from revenue derived from sources other than taxes, provided the
25 revenue is deposited with and salaries paid through the Board. This includes donations or contributions
26 from individual, civic or other non-school related sources of funds from individual school activity funds,
27 such as gate receipts and concessions.^{1,5}

1 **Advance Pay**

2 Newly hired professional employees may, at their option, elect to receive \$1500 of their first salary
3 installment after completion of the first ten (10) workdays of employment.

4 **Administrative Salary Schedule**

5 The salary index for principals and central office personnel shall be approved by the board each year.
6

7 **Coaching Supplements**

8 Beginning in the 2021-2022 school year, no employee or non-faculty volunteer shall receive a
9 supplement or stipend for both a head coaching position and an assistant coaching position for the same
10 team, even if the assistant coaching position is unstaffed.

Legal References:

1. TCA 49-2-203(a)(1); TCA 49-5-408
2. TCA 49-5-402
3. TCA 49-3-306; TCA 49-5-709; TCA 49-2-203(a)(1)
4. TCA 49-6-3004
5. TCA 49-6-2006; *Tennessee Internal School Financial Management Manual*,
Section 5, Title 6

Cross References:

- School Calendar 1.800
Revenues 2.400
Payroll Procedures 2.802
Salary Deductions 2.803

DRAFT

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Attendance of Non-Resident Students	Descriptor Code: 6.204	Issued Date: 08/09/12
		Rescinds: 6.204	Issued: 12/03/09

1 Students residing outside the school system boundaries shall not be permitted to attend Rutherford
2 County Schools **with the following exceptions:**

- 3 1. Children of teachers employed by the Board of Education shall be permitted to attend, subject
4 to specific conditions;
- 5 **2. Students seeking enrollment in the Rutherford County Virtual School;**
- 6 3. If the student and his/her custodial parent/legal guardian move out of the county during the
7 school year, the student may be permitted to remain in the Rutherford County School where
8 s/he is enrolled through the remainder of that academic year, if recommended by the principal
9 and approved by the Director of Schools;
- 10 4. If a student and his/her custodial parent are moving into Rutherford County during a semester
11 and they request to enroll in a Rutherford County School prior to moving into Rutherford
12 County, the Director of Schools/designee may approve such early admission if proof is
13 submitted (lease, contract, deed, etc.) that the family will be residing in Rutherford County
14 during the semester. If the family has not moved into Rutherford County by the end of the
15 semester, the Director of Schools may terminate the agreement and the student shall enroll
16 in school in his/her county of residence.

17 The children of employees of the Board of Education, that reside outside of Rutherford County, may
18 attend Rutherford County schools, subject to the following conditions:¹

- 19 1. Employee requests will be considered based on available space at the requested school/zone.
20 The child must attend the school at which the parent is employed.
- 21 2. The child must attend the school at which the parent is employed. If the child's grade level is
22 not offered at the school at which the parent is employed, then the child may attend another
23 school within the same zone as the parent's school of employment.
- 24 3. A non-resident employee desiring to enroll his/her child(ren) in the Rutherford County School
25 system shall follow the zone exemption application process.
- 26 4. Non-resident children of employees at magnet schools will not be permitted to attend the magnet
27 school.
- 28 5. If an exemption is granted for the child or children of a classified employee, the employee
29 must reapply annually so their continued employment at the school/zone can be confirmed.

- 1
2
6. The child(ren) of out-of-county classified employees will be ineligible to participate in athletic programs for one school year after the initial zone exemption is granted.

Legal References:

1. TCA 49-6-3113; TCA 49-6-3103
TRR/MS 0520-1-3-.03(11)(f-i)
2. TCA 49-6-3003; TCA 49-6-403 (f)

Cross Reference:

Foreign Exchange Students 6.502

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Code of Conduct	Descriptor Code: 6.300	Issued Date: 01/30/20
		Rescinds: 6.313	Issued: 06/05/19

1 The Board delegates to the Director of Schools the responsibility of developing specific codes of conduct
2 which are appropriate for each level of school. Codes of conduct for students in pre-kindergarten or
3 kindergarten shall utilize alternative disciplinary practices such as restorative practices, RTI²B, multi-
4 teared system of supports, and behavior intervention plans. Exclusionary discipline shall only be used as
5 a measure of last resort. The development of each code shall involve principals and staff members of
6 each level and shall be consistent with the relevant policies as adopted by the Board.¹

7 The principal of each school shall be responsible for implementation and administration in his or her
8 school and shall apply the Code uniformly and fairly to each student at the school.

9 The Code shall be referenced in all school handbooks. All teachers, administrative staff, and parents
10 shall be provided or made aware of copies of the Code electronically or in print. ¹

11 The following levels of misbehavior and disciplinary procedures and options are standards designed to
12 protect all members of the educational community in the exercise of their rights and duties and to
13 maintain a safe learning environment where orderly learning is possible and encouraged.² These
14 misbehaviors apply to student conduct on school buses, on school property, and while students are on
15 school-sponsored outings. Staff members shall ensure that disciplinary measures are implemented in a
16 manner that:³

- 17 1. Balances accountability with an understanding of traumatic behavior;
- 18
- 19 2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not
20 allowed at school;
- 21
- 22 3. Minimizes disruptions to education with an emphasis on positive behavioral supports and
23 behavioral intervention plans;
- 24
- 25 4. Creates consistent rules and consequences; and
- 26
- 27 5. Models respectful, non-violent relationships.

28 In order to ensure that these goals are accomplished, the school district shall utilize the following
29 trauma-informed discipline practices: restorative practices, RTI²B, multi-tiered system of supports, and
30 behavior intervention plans.

1 MISBEHAVIORS: LEVEL I

2 This level includes minor misbehavior on the part of the student which impedes orderly classroom
3 guidelines or interferes with the orderly operation of the school, but which can usually be handled by
4 an individual staff member.

5 *Examples (not an exclusive listing)*

- 6 • Classroom disturbances
- 7 • Classroom tardiness
- 8 • Cheating and lying
- 9 • Abusive language
- 10 • Failure to do assignments or carry out directions
- 11 • Wearing, while on the grounds of a public school during the regular school day,
12 clothing that exposes underwear or body parts in an indecent manner that disrupts the
13 learning environment⁴
- 14 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
15 cyber-bullying, and/or hazing)

16 *Disciplinary Procedures*

- 17 • The staff member intervenes immediately.
- 18 • The staff member determines what offense was committed and its severity.
- 19 • The staff member determines who committed the offense and if he/she understands the
20 nature of the offense.
- 21 • The staff member employs appropriate disciplinary options.
- 22 • The record of the offense and disciplinary action shall be maintained by the staff
23 member.

24 *Disciplinary Options (not an exclusive listing)*

- 25 • Verbal reprimand
- 26 • Special assignment
- 27 • Restricting activities
- 28 • Counseling
- 29 • Withdrawal of privileges
- 30 • Issuance of demerits
- 31 • Strict supervised study
- 32 • Detention
- 33 • In-school suspension
- 34 • Community service
- 35 • Reteaching of expectations
- 36 • Restorative practices
- 37 • Behavior contract
- 38 • Mediation
- 39 • Mentoring

1 MISBEHAVIORS: LEVEL II

2 This level includes misbehavior whose frequency or seriousness tends to disrupt the learning climate of
3 the school. These misbehaviors do not represent a direct threat to the health and safety of others but
4 have educational consequences serious enough to require corrective action on the part of
5 administrative personnel.

6 *Examples (not an exclusive listing)*

- 7 • Continuation of unmodified Level I misbehaviors
- 8 • School or class tardiness
- 9 • School or class truancy
- 10 • Using forged notes or excuses
- 11 • Disruptive classroom behavior
- 12 • Possession of a personal communication device when not authorized, if not drug related
- 13 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
14 cyber-bullying, and/or hazing)

15 *Disciplinary Procedures*

- 16 • The student is referred to the principal for appropriate disciplinary action.
- 17 • The principal meets with the student and the staff member.
- 18 • The principal hears the accusation made by the staff member and allows the student the
19 opportunity to explain his/her conduct.
- 20 • The principal takes appropriate disciplinary action and notifies the staff member of the
21 action.
- 22 • The record of offense and disciplinary action shall be maintained by the principal.

23 *Disciplinary Options (not an exclusive listing)*

- 24 • Teacher/schedule change
- 25 • Mediation
- 26 • Modified probation
- 27 • Behavior modification programs
- 28 • Peer counseling
- 29 • Referral to outside agency
- 30 • Transfer
- 31 • Detention
- 32 • Suspension from school-sponsored activities or from riding school bus
- 33 • In-school suspension
- 34 • Out-of-school suspension
- 35 • Referral for RTI²B
- 36 • Revision
- 37 • Reteaching of expectations
- 38 • Referral to Tier 2 behavioral supports
- 39 • Restorative practices

- 1 • Review and revision of a behavior plan
- 2 • Behavior contract
- 3 • Mentoring
- 4 • Community Service

5 **MISBEHAVIORS: LEVEL III**

6 This level includes acts directly against persons or property but whose consequences do not seriously
7 endanger the health or safety of others in the school.

8 *Examples (not an exclusive listing)*

- 9 • Continuation of unmodified Level I and II misbehaviors
- 10 • Fighting
- 11 • Vandalism (minor)
- 12 • Use, possession, sale, distribution, and/or being under the influence of tobacco or
13 alcohol
- 14 • Use, possession, sale, or distribution of drug paraphernalia
- 15 • ~~Use, sale, distribution, and/or being under the influence of drugs~~
- 16 • Stealing
- 17 • Threats to others (including staff)
- 18 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
19 cyber-bullying, and/or hazing)
- 20 • Elopement from classroom/school building
- 21 • **Possession of fireworks not deemed an explosive by law enforcement**

22 *Disciplinary Procedures*

- 23 • The student is referred to the principal for appropriate disciplinary action.
- 24 • The principal meets with the student and the staff member.
- 25 • The principal hears the accusation and allows the student the opportunity to explain
26 his/her conduct.
- 27 • The principal takes appropriate disciplinary action.
- 28 • The principal may refer the incident to the Director of Schools and make
29 recommendations for consequences.
- 30 • If the student's program is to be changed, adequate notice shall be given to the student
31 and his/her parent(s)/guardian(s) of the charges against him, his/her right to appear at a
32 hearing, and his/her right to be represented by a person of his/her choosing.
- 33 • Any change in school assignment is appealable to the Board.
- 34 • The record of offense and disciplinary action shall be maintained by the principal.

35 *Disciplinary Options (not an exclusive listing)*

- 36 • In-school suspension
- 37 • Detention
- 38 • Restitution from loss, damage, or stolen property

- 1 • Out-of-school suspension
- 2 • Social adjustment classes
- 3 • Transfer
- 4 • Referral to Tier 2 or 3 behavioral supports
- 5 • Restorative practices
- 6 • Review and revision of a behavior plan
- 7 • Behavior contract
- 8 • Mentoring
- 9 • Community Service
- 10 • Development of a safety plan

11 **MISBEHAVIORS: LEVEL IV**

12 This level of misbehavior includes acts which result in violence to another's person or property or
 13 which pose a threat to the safety of others in the school. These acts are so serious that they usually
 14 require administrative actions which result in the immediate removal of the student from the school,
 15 the intervention of law enforcement authorities, and/or action by the Board.

16 If a student's action poses a threat to the safety of others in the school, a teacher, principal, school
 17 employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or
 18 death to another person.⁵

19 *Examples (not an exclusive listing)*

- 20 • Continuation of unmodified Level I, II, and III behaviors
- 21 • Death threats
- 22 • Extortion
- 23 • Vandalism
- 24 • Theft/possession/sale of stolen property
- 25 • Arson
- 26 • Sexual misconduct not resulting in a charge deemed a zero tolerance in Policy 6.309.
- 27 • Marketing/Possession/distribution/sale/transfer of any substance which is represented to
 28 be or is substantially similar in color, shape, size or markings to a controlled substance
- 29 • Possession/use/sale/transfer of alcoholic beverages
- 30 • Possession/distribution of any drug paraphernalia
- 31 • Use/transfer of unauthorized substances
- 32 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
 33 cyber-bullying, and/or hazing)
- 34 • Off-campus criminal behavior that results in the student being legally charged and/or
 35 convicted with a felony or with what would have been a felony if the student were an
 36 adult, and the student's continued presence in school poses a danger to persons or
 37 property, or disrupts the educational process.⁶

38

Disciplinary Procedures

- The principal confers with appropriate staff members and with the student.
- The principal hears the accusations and allows the student the opportunity to explain his/her conduct.
- The parent(s)/guardian(s) are notified.
- Law enforcement officials are contacted.
- The incident is reported, and recommendations are made to the Director of Schools.
- If the student's placement is to be changed, adequate notice of the charges shall be given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a hearing.

Disciplinary Options (not an exclusive listing)

- Other hearing authority or Board action which results in appropriate placement
- Long-term out-of-school suspension
- Expulsion up to one (1) year
- Alternative schools
- Other hearing authority or Board action which results in appropriate placement

MISBEHAVIORS: LEVEL V (ZERO TOLERANCE OFFENSES)

The below offenses have been deemed zero tolerance offenses under state law and by Board Policy. Except offenses deemed reasoned judgment offenses, notated with an asterisk, the below offenses shall result in an expulsion for a period of not less than one (1) calendar year, subject to modification by the Director of Schools on a case-by-case basis. Reasoned judgment offenses allow the principal to take into consideration intent and other factors to determine the appropriate level of discipline. For additional information, see Board Policy 6.309.

- Unlawfully using or being under the influence of any narcotic or stimulant drug, prescription drug, or any other controlled substance (including marijuana/THC)
- Possessing unlawfully any narcotic or stimulant drug, prescription drug, or any other controlled substance (including marijuana/THC)
- Sale/distribution/transfer of any narcotic or stimulant drug, prescription drug or any other controlled substance (including marijuana/THC)
- Possession of a firearm
- Assault that results in bodily injury upon any teacher, principal, administrator, any other employee of the school, or a school resource officer
- Aggravated assault
- Bomb threat
- Possession of substances or devices deemed to be explosives by law enforcement
- Students charged with committing an on-campus violent felony listed in Board Policy 6.309
- Possession/use/transfer of dangerous weapons other than firearms.*
- Possession/use/transfer of other instruments and substances with the intent to do harm to self or others or in a manner that renders the item dangerous.*

- 1 • ~~Vandalism of school property which results in the student being criminally charged with~~
- 2 ~~vandalism over \$500 pursuant to TCA § 39-14-408~~
- 3 • ~~Sexual misconduct that results in the student being criminally charged with sexual~~
- 4 ~~battery, sexual assault, indecent exposure, rape or aggravated sexual battery~~
- 5 • ~~**Zero Tolerance Violations:** Expulsion/Remand for a period of not less than one (1)~~
- 6 ~~calendar year subject to modification by the Director of Schools on a case-by-case~~
- 7 ~~basis.~~

8 *Disciplinary Procedures*

- 9 • The principal confers with appropriate staff members and with the student.
- 10 • The principal hears the accusations and allows the student the opportunity to explain
- 11 his/her conduct.
- 12 • The parent(s)/guardian(s) are notified.
- 13 • Law enforcement officials are contacted.
- 14 • The incident is reported, and recommendations are made to the Director of Schools.
- 15 • If the student's placement is to be changed, adequate notice of the charges shall be
- 16 given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a
- 17 hearing.

19 *Disciplinary Options*

- 20
- 21 • For zero tolerance offenses, expulsion for no less than one (1) year. Student may make
- 22 application for modification to the Director of Schools.
- 23 • For reasoned judgement offenses marked with an asterisk:
- 24 ○ Suspension
- 25 ○ Remandment
- 26 ○ Expulsion up to one (1) year, with ability to apply for modification.
- 27

28 **ADDITIONAL GUIDELINES:**

- 29 1. A student shall not be suspended solely because charges are pending against him/her in
- 30 juvenile or other court, unless the charge is one identified in Policy 6.309 as a zero-tolerance
- 31 offense.
- 32 2. A principal shall not impose successive short-term suspensions that cumulatively exceed ten
- 33 (10) days for the same offense.
- 34 3. A teacher or other school official shall not reduce or authorize the reduction of a student's
- 35 grade because of discipline problems except in deportment or citizenship.
- 36 4. A student shall not be denied the passing of a course or grade promotion solely on the basis
- 37 of absences except as provided by Board Policy.
- 38 5. A student shall not be denied the passing of a course or grade promotion solely on the basis
- 39 of failure to:
 - 40 a. Pay any activity fee;
 - 41 b. Pay a library or other school fine; or
 - 42 c. Make restitution for lost or damaged school property.

Legal References

1. TCA 49-6-4005; TCA 49-6-3024
2. TCA 49-6-4002 to 4005; 20 USCA § 7114, 7118
3. Public Acts of 2019, Chapter No. 421
4. TCA 49-6-4009
5. TCA 49-6-4008
6. TCA 49-6-3401; Tennessee State Board of Education Policy 6.316.

Cross References

Traffic and Parking Controls 3.403
Procedural Due Process 6.302
Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
Bus Safety and Conduct 6.308
Zero Tolerance Offenses 6.309
Dress Code 6.310
Detention 6.315
Suspension 6.316
Safe Relocation of Students 6.4081

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Interrogations and Searches	Descriptor Code: 6.303	Issued Date: 01/05/21
		Rescinds: 6.303	Issued: 07/20/11

1 INTERROGATIONS BY SCHOOL PERSONNEL

2 If a student is suspected or accused of misconduct or infraction of the student code of conduct, the
3 principal may interrogate the student, without the presence of parent(s)/guardian(s) or legal custodians.

4 INTERROGATIONS BY POLICE AT ADMINISTRATOR'S REQUEST

5 If the principal has requested assistance by law enforcement to investigate a crime involving his/her
6 school, the police shall have permission to interrogate a student suspect in school during school hours.
7 The principal shall first attempt to notify the parent(s)/guardian(s) or legal custodians of the student of
8 the intended interrogation unless circumstances require otherwise. The interrogation may proceed
9 without attendance of the parent(s)/guardian(s) or legal custodians; however, the principal or his/her
10 designee shall be present during the interrogation **unless required to leave by law enforcement.**¹

11 POLICE-INITIATED INTERROGATIONS

12 If the police deem circumstances of sufficient urgency to interrogate students at school for unrelated
13 crimes committed outside of school hours, the police department shall first contact the principal
14 regarding the planned interrogation, inform him/her of the probable cause to investigate. The principal
15 shall make reasonable effort to notify the parent(s)/guardian(s) or legal custodians of the interrogation
16 unless circumstances require otherwise. The interrogation may proceed without attendance of the
17 parent(s)/guardian(s) or legal custodians. The principal or his/her designee shall be present during the
18 interrogation **unless required to leave by law enforcement.**¹

19 SEARCHES BY SCHOOL PERSONNEL^{1,2}

20 *General*

21 Staff have the duty to report to the principal any reasonable suspicion that a student is in possession of
22 or is carrying a dangerous weapon on school grounds or within any school building or is using or in
23 possession of drugs.

24 The principal has the duty to report any violations to the appropriate law enforcement officer.
25 Any dangerous weapon or drug discovered by the principal or other staff member in the course of a
26 search shall be turned over to the appropriate law enforcement officer for proper disposal.

1 *Searches of Students*

2 A student may be subject to a physical search due to the results of a locker search or because of
3 information received by staff if such action is reasonable by the principal.

4 *Searches of Vehicles, Lockers, and Enclosures*

5 Depending on the circumstances, a principal may order that vehicles parked on school property by
6 students, lockers, or other enclosures used for storage by students and other areas accessible to students
7 be searched in the principal/designee's presence.

8 Lockers shall be assigned to each individual student at the beginning of the year. Students are not
9 permitted to change locker assignments unless permission is given by the principal. Students shall be
10 notified at the beginning of the school year that lockers are subject to being searched.

11 Individual circumstances requiring a search may include incidents on school property, including school
12 buses, involving, but not limited to, the use of dangerous weapons, drugs or drug paraphernalia by
13 students, information received from law enforcement indicating a pattern of drug dealing or drug use by
14 students of that school, any assault or attempted assault on school property with dangerous weapons, or
15 any other actions or incidents known by the principal that give rise to reasonable suspicion that dangerous
16 weapons, drugs, or drug paraphernalia are on school property.

17 The principal shall ensure that notice is posted on school campus that vehicles parked on school property,
18 lockers, or other enclosures used for storage by students are subject to being searched.

19 **USE OF ANIMALS**

20 When necessary, dogs or other animals trained to detect drugs or dangerous weapons may be used in
21 conducting searches, but the animals shall be used only to pinpoint areas which need to be searched and
22 shall not be used to search the persons of students or visitors.

23 **METAL DETECTORS**

24 Metal detectors may be used in searches, including hand-held models that are passed over or around a
25 student's body, and students, containers, and packages may be required to pass through a stationary
26 detector.

27 The principal shall ensure that all metal detectors are maintained and calibrated in accordance with the
28 manufacturer's directions and are stored appropriately.

1 Metal detectors shall be used at times as determined by the principal. Building administrators will be
2 present anytime the equipment is in use and will ensure that the equipment is being used appropriately.

3 Before scanning an individual, he/she will be asked to remove all metal objects. If a metal detector
4 activates on an item, the individual will be asked again to remove the item for inspection. If the individual
5 refuses to remove the item and police are not present, the police and the school resource officer will be
6 called, and the individual will be escorted from the building.

7

Legal References

1. TCA 49-6-4203(b)
2. TCA 49-6-4201 *et seq.*; Tenn. Op. Att’y Gen. No. 14-21 (February 24, 2014)

Cross References

Procedural Due Process 6.302
Reporting Child Abuse 6.409

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Zero Tolerance Offenses	Descriptor Code: 6.309	Issued Date: Click here to enter a date.
		Rescinds: 6.309	Issued: 10/31/18

ZERO TOLERANCE OFFENSES

State law and/or the Rutherford County Board of Education has classified certain offenses as requiring a mandatory minimum of one (1) calendar year suspension upon a determination by the Principal that a student has committed one (1) of these offenses, commonly referred to as zero tolerance offenses. These offenses are threats to the health and safety of staff and students and intolerably disruptive to the educational process. The following are offenses that automatically result in a suspension of not less than one (1) calendar year, except as otherwise prohibited by federal law for students with disabilities. On a case-by-case basis, the Director of Schools may modify the suspension through a request for modification:

In order to ensure a safe and secure learning environment, the following offenses shall not be tolerated:

- 1. DRUGS.** In accordance with state law, any Students shall not who unlawfully possess, handle, transmit, use, be under the influence of, share, or sell any drugs, including any or any controlled substances, controlled substance analogue, or legend drug on school grounds, or at school-sponsored events, or on school buses, shall be expelled for a period of not less than one (1) calendar year. The Director of Schools shall have the authority to modify this expulsion requirement on a case-by-case basis.⁴ "Drug" means any controlled substance, controlled substance analogue, marijuana, THC, legend drug or any other substance whose possession or use is regulated in any manner by any governmental authority. Exception: Use of tobacco products is not a zero tolerance offense. See Board Policy 1.803 (Tobacco/Free Schools).
- 2. FIREARMS.**³ Students shall not possess, handle, transmit, use, or attempt to use firearms on school grounds, at school-sponsored events, or on school buses. This zero tolerance policy applies irrespective of whether the firearm is loaded or unloaded.
- 3. ASSAULT OF EMPLOYEE/SRO.** Students shall not In accordance with state law, any student who commits aggravated assault⁵ or commits assault that results in bodily injury⁶ upon any teacher, principal, administrator, any other employee of the school, or school resource officer. shall be expelled for a period of not less than one (1) calendar year. The Director of Schools shall have the authority to modify this expulsion requirement on a case-by-case basis.
- 4. BOMB THREATS.** Students shall not make, aid, or encourage the making of a bomb threat or bomb threat hoax.

1
2 **5. POSSESSION OF EXPLOSIVES.** Any student found in possession of any destructive
3 device, which includes any explosive, incendiary device or poison gas, including bombs,
4 grenades, rockets, missiles, mines or similar devices shall be subject to the zero tolerance
5 policy. Possession of fireworks altered or modified to constitute an explosive may be
6 considered a zero tolerance offense only if the altered fireworks are identified as an
7 explosive by law enforcement officials. For general possession of fireworks not deemed an
8 explosive by law enforcement, see Board Policy 6.300.

9
10 **6. ON-CAMPUS FELONIES.** Any student who commits any of the following felonies on
11 school grounds, at school-sponsored events, or on school buses and is subsequently charged
12 with said felony will be subject to the zero tolerance policy. These crimes inherently create
13 a serious risk to the health and safety of staff and students, and extraordinarily disrupt the
14 educational process. Off-Campus criminal behavior is addressed in Board Policy 6.300:

- 15
16 a. Rape (including aggravated)
17 b. Murder (including attempted)
18 c. Robbery (including aggravated or especially aggravated)
19 d. Kidnapping (including aggravated)
20 e. Aggravated Assault (Student does not have to be charged to be a zero tolerance if
21 elements of TCA 39-13-102 met)
22 f. Felony Reckless Endangerment
23 g. Sexual Battery (including aggravated)
24 h. Carjacking

25 **REASONED JUDGMENT OFFENSES**

26 State law and the Rutherford County Board of Education has identified other zero tolerance offenses
27 that, depending on the individual circumstances, may warrant a reasoned judgment by the Principal in
28 assigning discipline. These offenses may result in suspension, remandment, or expulsion up to one (1)
29 year. Students subject to expulsion may apply for modification to the Director of Schools utilizing the
30 same process as zero tolerance offenses listed above:

31 **1. WEAPONS OTHER THAN FIREARMS.** State law allows the school administrator to
32 use reasoned judgment when determining the punishment for the possession, use, handling
33 and/or transmission of items that may be classified as weapons other than firearms. The
34 definition of a weapon is broad since any object that could be used to inflict harm or injury
35 to another falls into that category. In determining punishment, the Principal will consider
36 the object determined to be the weapon, the circumstances surrounding the incident, and the
37 intent of the student charged with the weapons offense when making his/her decision. The
38 Principal may assign punishment, including remandment or suspension up to one (1)
39 calendar year based on these considerations. If a student is suspended for the maximum
40 time of one (1) year, the student and/or his/her parent/guardians may make application for
41 modification to the Director of Schools.
42

1 **2. OTHER INSTRUMENTS AND SUBSTANCES.** Students are further forbidden to be in
2 possession of or use any instruments or substances, including but not limited to
3 nonprescription drugs, chemicals, inhalants, pencils, scissors, razors or compasses, with the
4 intent to do harm to self or others or in a manner which renders the item dangerous in
5 school buildings or on school grounds, or on any grounds used for school purposes at any
6 time, or in school vehicles and/or buses or off the school grounds at a school-sponsored
7 activity, function or event.

8 ~~WEAPONS & DANGEROUS INSTRUMENTS~~

9 ~~Students shall not possess, handle, transmit, use, or attempt to use any dangerous weapon on school~~
10 ~~buses, on school property, or while on school sponsored outings.¹~~

11 ~~Dangerous weapons for the purposes of this policy shall include, but are not limited to, a firearm or~~
12 ~~anything manifestly designed, made, or adapted for the purpose of inflicting death or serious bodily~~
13 ~~injury or anything that in the manner of its use or intended use is capable of causing death or serious~~
14 ~~bodily injury.²~~

15 ~~Violators of this section shall be subject to suspension and/or expulsion from school.~~

16 ~~In accordance with state law, any student who brings to school or is in unauthorized possession of a~~
17 ~~firearm on school property shall be expelled for a period of not less than one (1) calendar year. The~~
18 ~~Director of Schools shall have the authority to modify this expulsion requirement on a case by case~~
19 ~~basis.⁴~~

20 ~~VANDALISM OF SCHOOL PROPERTY OVER \$500~~

21 ~~Any student who commits vandalism of school property which results in the student being criminally~~
22 ~~charged with vandalism over \$500 pursuant to TCA 39-14-408 shall be expelled for a period of not~~
23 ~~less than one (1) calendar year. The Director of Schools shall have the authority to modify this~~
24 ~~expulsion requirement on a case by case basis.⁴~~

25 ~~OTHER OFFENSES~~

26 ~~Any student who makes bomb threats, commits sexual misconduct that results in the student being~~
27 ~~criminally charged with sexual battery, sexual assault, indecent exposure, rape or aggravated sexual~~
28 ~~battery, shall be expelled for a period of not less than one (1) calendar year. The Director of Schools~~
29 ~~shall have the authority to modify this expulsion requirement on a case by case basis.⁴~~

30 ~~NOTIFICATION~~

31 ~~When it is determined that a student has violated this policy, the principal of the school shall notify the~~
32 ~~student's parent(s)/guardian(s) and the criminal justice or juvenile delinquency system as required by~~
33 ~~law.⁷~~

Legal References

1. TCA 39-17-1309
2. TCA 39-11-106(a)(5)
3. 18 USCA § 921; 20 USCA § 7961(b)(3)
4. TCA 49-6-3401(g)
5. TCA 39-13-102
6. TCA 39-13-101(a)(1)
7. TCA 49-6-4209; TCA 39-17-1312

Cross References

- Drug-Free Schools 6.307
- Discipline Procedures 6.313
- Suspension/Expulsion/Remand 6.316

DRAFT

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Use of Personal Communication Devices and Electronic Devices	Descriptor Code: 6.312	Issued Date: Click here to enter a date.
		Rescinds: 6.312	Issued: 11/29/12

1 **DEFINITIONS**

2 A “personal communication device” (PCD) is a device that emits an audible signal, vibrates, displays a
3 message, or otherwise summons or delivers a communication to the possessor.

4 A “personal electronic device” is a device that can be used as a camera, a recorder, a video/sound player,
5 or any such item that electronically transmits or receives a signal, image, sound file, data file or message.

6 PCDs and personal electronic devices include, but are not limited to, cell phones, tablets, gaming devices,
7 laptops, mp3 players, cameras, wearable technology such as eyeglasses, rings or watches that can record,
8 live stream or interact with wireless technology on school property.

9 “Use” means interacting, displaying, engaging with, holding, or operating a PCD and/or personal
10 electronic device. Use shall include the device ringing, vibrating, beeping, or causing any type of
11 disruption. Use shall also include passively recording, filming, streaming, broadcasting, or AirDropping,
12 or Quick Sharing.

13 **GENERAL**

14 ~~Use shall include the device ringing, vibrating, beeping or causing any type of disruption.~~

15 Students may possess **PCDs and personal electronic devices** ~~personal communication devices, portable~~
16 ~~gaming devices and personal electronic devices including but not limited to, cell phones, laptops, tablets,~~
17 ~~mp3 players, cameras, wearable technology such as eye glasses, rings or watches that have the capability~~
18 ~~to record, live stream or interact with wireless technology on school property~~ so long as such devices are
19 turned off and stored in backpacks, purses or personal carry-alls. ~~A teacher may grant permission for the~~
20 ~~use of these devices to assist with instruction in his/her classroom and to integrate these devices into~~
21 ~~their course work. The principal or his/her designee may also grant a student permission to use such a~~
22 ~~device at his/her discretion.~~ Use of the devices during instructional time is generally forbidden unless
23 the principal and/or the principal’s designee grants permission. Acceptable grounds to grant permission
24 include, but are not limited to:

- 25 (1) Incorporation of PCDs and personal electronic devices into an academic lesson;
- 26 (2) Emergency communication needs;
- 27 (3) Accommodation for a student with a disability;
- 28 (4) Accommodating a student who is on active duty as a member of a volunteer firefighting
29 organization or volunteer emergency medical service organization, with written
30 parent/guardian permission.

1 ~~A student who is on active duty as a member of a volunteer fire fighting organization or a volunteer~~
2 ~~emergency medical service organization may request written permission from the school's principal to~~
3 ~~possess a personal communication device. In order to obtain written permission, a minor student must~~
4 ~~have secured signed consent from one of his/her parents or legal guardian(s).~~

5 Students may use cellular telephones **devices** while attending afterschool activities **as appropriate**.

6 Students must adhere to the Rutherford County Board of Education's Acceptable Use Policy when using
7 **PCDs and personal electronic devices** as permitted in this policy. ~~Unauthorized use or improper storage~~
8 ~~of a device will result in confiscation of the device and appropriate disciplinary action.~~

9 **MISUSE**

10 Possession of **PCDs and/or personal electronic devices** under the circumstances set forth in this policy
11 is a privilege which may be forfeited by a student who fails to abide by the terms of this policy.

12 ~~A person who discovers a student using, accessing, or displaying a personal communication device~~ **PCDs**
13 **and/or personal electronic devices** in violation of this policy shall report the violation to the principal.
14 ~~The device will be confiscated.~~ Any student who possesses a personal communication device in violation
15 of this policy is subject to disciplinary action **as determined by the principal and/or the principal's**
16 **designee subject to the limitations of this policy.** Continued violation of this policy may result in loss of
17 the privilege to bring PCDs and/or personal electronic devices on school grounds. Additionally, students
18 may lose PCD and/or personal electronic device privileges for any policy violation that is related to or
19 is the result of the use of a PCD and/or personal electronic device whether or not the PCD and/or personal
20 electronic device was used within the parameters of this policy.

21 **Schools shall include clear expectations and consequences for violations consistent with this policy in**
22 **the school's student handbook/rules.**

23 **CONFISCATION**

24 **PCDs and/or personal electronic devices may be confiscated only as a last resort. School staff should**
25 **make every attempt to gain compliance from the student utilizing other means of correction in lieu of**
26 **confiscation.**

27 **If a student has repeatedly violated policy despite other forms of discipline and has brought a device**
28 **despite a revocation of that privilege, or if the student creates an emergency or especially serious**
29 **disruption with the device, the device may be confiscated by a principal or an assistant principal. The**
30 **device should be logged immediately upon confiscation and locked in a secure place in the principal or**
31 **assistant principal's office. The parent/guardian should be notified as soon as possible to allow the**
32 **parent/guardian to retrieve the device at the end of the same school day. If a parent/guardian is unable to**
33 **retrieve the device that same day, the device may be held until the parent/guardian is able to make**
34 **arrangements to pick up the device. Under no circumstances should a PCD or personal electronic device**
35 **be held longer than a school day absent a parent/guardian's inability to retrieve it the day it was**
36 **confiscated. School staff will not be responsible for making arrangements with families outside of school**
37 **days and hours for pick-up.**

1 PCD and/or personal electronic device may also be temporarily confiscated for search if the school has
2 adequate and legal grounds to do so. If no evidence of illegal or inappropriate activity is found, the device
3 should be immediately returned. If evidence of illegal or inappropriate activity is found, the device may
4 be turned over to law enforcement, if appropriate, or picked up by a parent/guardian at the end of that
5 same school day.

6 The Rutherford County Board of Education, its schools, nor its employees assume no responsibility or
7 liability for the loss or damage to any student's personal communication device, or for the unauthorized
8 use of a student's personal communication device.

9 **INAPPROPRIATE USE OF PCD AND/OR ELECTRONIC DEVICES**

10 In addition to the parameters established above, use of a PCD or other electronic device to bully, harass
11 or intimidate others will be subject to related disciplinary action. Using a PCD or other electronic device
12 for any illicit activity including but not limited to take, disseminate, transfer, or share obscene,
13 pornographic, lewd, or otherwise illegal images, photographs, or similar material whether by electronic
14 data transfer or otherwise may constitute a crime under State and/or Federal law. Any student taking,
15 disseminating, transferring, possessing or sharing obscene, pornographic, lewd, illegal, or otherwise
16 inappropriate images or photographs of other students or any other individual, particularly underage, at
17 school, on a school bus or while attending any school event or activity will be subject to the disciplinary
18 procedures of the school district and reported to law enforcement and other appropriate State or Federal
19 agencies.

Rutherford County Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Special Education Students	Descriptor Code: 6.500	Issued Date: 07/28/10
		Rescinds:	Issued:

1 ~~All disabled~~ **Special education** students between the ages of three and twenty-one (inclusive) shall
2 receive the benefit of a free appropriate public education. ~~This provides the assurance that~~ These students
3 will be educated with ~~non-disabled~~ **general** student **population** to the maximum extent appropriate and
4 should be placed in separate or special classes only when the severity of the disabled is such that
5 education in regular classes cannot be achieved satisfactorily.¹

6 Eligibility standards and options of service for special education services will be based upon the criteria
7 ~~for disabling conditions~~ specified in Rules, Regulations, and Minimum Standards, Tennessee State
8 Board of Education.²

9 Students receiving special education services shall not be restrained, except as permitted by law.³ **The**
10 **Director of Schools shall develop administrative procedures to govern the following:**

- 11 **1. Personnel authorized to use isolation and restraint;**
- 12
- 13 **2. Training requirements for personnel working with special education students; and**
- 14
- 15 **3. Incident reporting procedures.⁴**

Legal References:

1. TCA 49-10-102; TCA 49-10-103
2. TRR/MS 0520-1-9-.06 &.07
3. TCA 49-10-1301, *et seq.*, TRR/MS 0520-1-9-.23

SCHOOL AGREEMENT

This Agreement (“*Agreement*”) is between **Bottling Group, LLC** and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 7021 West Belt Drive, Nashville, TN 37209 (“*Pepsi*”) and **ROCKVALE HIGH SCHOOL**, having its principal place of business at 6545 State HWY 99, Rockvale, TN 37153 (“*Customer*”). When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

1. Definitions.

“*Beverage*” or “*Beverages*” means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas (“*LCT*”), (ix) frozen carbonated and non-carbonated beverages (“*FB*”), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi. Beverages do not include non shelf-stable, non-flavored fluid milk as currently defined by the USDA (i.e., milk beverages containing at least 6.5% non-fat milk solids).

“*Cases*” means the number of cases of Packaged Products (as defined herein) purchased by Customer from Pepsi during the Term, initially delivered in quantities of 24 plastic bottles, aluminum cans, glass bottles (or equalized 24 pack cases, e.g., two 12-pack cases), eight 2-liter plastic bottlers, or such other size, quantity and type of containers as Pepsi may make available from time to time during the Term.

“*Competitive Products*” means any and all Beverages that are not Products (as defined herein).

“*Equipment*” means equipment loaned by Pepsi to Customer to dispense, store or cool Products (as defined below), including: (1) full service vending machines (“*Vending Machines*”); (2) retail single-serve food service equipment and (3) fountain service equipment, as more fully described in Section 7 herein..

“*Facilities*” means the entire premises of every school and facility owned or operated by Customer, now or in the future, including with respect to each school, all academic buildings, athletic facilities, convenience stores, book stores, student operated stores, teachers’ lounges, and concession stands, parking lots, dining facilities, unbranded and branded food service outlets and vending areas. The school cafeteria is excluded from this Agreement. A list of current schools owned and operated by Customer is set forth on **Exhibit A** attached hereto.

“*Food Service Area*” means all locations within the Facilities where meals, snacks and beverages are served or consumed or areas managed or operated by Customer’s designated Food Service Operator.

“*Food Service Operator*” means Customer or any third party that provides food, Beverage or vending services at the Facilities.

“*Gallons*” shall mean the number of gallons of Postmix Products purchased by Customer from Pepsi.

“*Packaged Products*” means Beverages that are sold and/or distributed by Pepsi in pre-packaged form (e.g., Bottles & Cans). A current list of Pepsi’s Packaged Products is found in attached **Exhibit B** which may be amended from time to time by Pepsi to include Beverages permitted pursuant to the then-current

School Policy.

“**Postmix Products**” means beverage products sold and/or distributed by Pepsi and used to create and dispense fountain Beverages. A current list of Pepsi’s Postmix Products is found in attached **Exhibit B** which may be amended from time to time by Pepsi to include Beverages permitted pursuant to the then-current School Policy.

“**Products**” means Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed, now or in the future, by Pepsi. A current list of Products is attached hereto as **Exhibit B**.

“**Special Events**” means any athletic contests, booster club activities, and all other special events conducted at the Facilities where parents and other adults are a significant part of an audience.

“**Year**” means each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

2. **Term.** The initial term of this Agreement shall be for a one (1) year period commencing on August 1, 2021 and expiring on July 31, 2022 (“**Year 1**”), unless sooner terminated as provided herein. Upon the conclusion of Year 1, the Agreement will automatically renew for four (4) one (1) year periods (the “**Renewal Period**”) equal to each of August 1 through July 31 (a “**Renewal Year**”), unless either party notifies the other of an intent not to renew at least ninety (90) days prior to the renewal date. The Renewal Period together with Year 1 shall collectively be defined as the “**Term**”.

3. **Exclusive Beverage Availability Rights.** Customer hereby grants to Pepsi the following exclusive Beverage availability rights:

(A) Pepsi shall have the exclusive right to make the Beverages available for sale and distribution at the Facilities, including the right to provide all Beverages sold at Special Events. Subject to the terms and conditions set forth in this Agreement, Customer agrees that Products shall be the exclusive Beverages sold, dispensed, served or made available at the Facilities.

(B) The Customer shall continuously purchase, and shall require that all concessionaires, Food Service Operators, booster clubs or other third parties selling Beverages at the Facilities continuously purchase all Products, cups, lids and carbon dioxide directly from Pepsi. Throughout the Term, Customer will continuously serve, dispense, sell and/or otherwise make Products available to its customers throughout the Facilities. Customer agrees to pay all accounts owing to Pepsi in accordance with payment terms as established by Pepsi.

(C) Customer agrees to comply with Pepsi’s School Policy, attached hereto as **Exhibit C** (“**School Policy**”) as may be updated from time to time during the Term. A copy of the Policy in effect as of the beginning of the Term is attached hereto as **Exhibit C**. Customer agrees that it shall at all times during the Term comply with the School Policy and shall cause any designated Food Service Operator to comply with the School Policy, including applicable Beverage type, size and timing requirements/restrictions. Customer’s or Food Service Operator’s failure to comply with the School Policy shall be a material breach of this Agreement.

(D) Customer shall permit Pepsi, its employees, agents and representatives, during normal school hours, to enter the Facilities for purposes of servicing and stocking the Equipment, and verifying Customer’s compliance with the School Policy.

4. **Pricing.**

(A) Products sold through Vending Machines. The price for Products sold from Pepsi's Vending Machines shall be determined as set forth in Section 5 herein.

(B) Products purchased by Customer. Pricing for Products purchased by Customer, its designated Food Service Operator or any other party from Pepsi for sale at the Facilities are listed on **Exhibit B**. Customer recognizes that such pricing is available for the first Year of this Agreement, thereafter, the pricing may increase at Pepsi's sole discretion and Pepsi shall provide Customer with notice of any increases. Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

(C) The Consideration (as set forth in Section 5) was calculated based on Customer and its purchasing representatives (including any designated Food Service Operator(s)) purchasing Products directly from Pepsi at the pricing structure established by this Agreement during the entire Term. Therefore, if Customer or Food Service Operator demands or requires the purchase of Products from Pepsi at prices other than those established by this Agreement or purchases Products from sources other than Pepsi, then such action shall constitute a material breach of this Agreement.

5. Consideration. In consideration of the exclusive rights granted in this Agreement and provided Customer is not in breach of its performance obligations under this Agreement, Pepsi shall provide to Customer the following:

(A) **Annual Sponsorship Fees.** In each of Years 1 through 5, Pepsi shall provide Customer with an annual sponsorship fee in the amount of Five Thousand US Dollars (\$5,000), not to exceed five (5) consecutive payments (the "**Annual Sponsorship Fees**"). The Annual Sponsorship Fee will be paid to Customer within sixty (60) days after the commencement of each applicable Year, except for Year 1, such payment will be made within sixty (60) days of the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties. Customer acknowledges and agrees that, beginning in Year 2, each Annual Sponsorship Fee, payable to Customer herein will be adjusted based on the number of Units purchased from Pepsi and sold throughout the Facilities pursuant to this Agreement during the previous Year, as compared to an annual Unit threshold of 3,100 ("**Annual Units Threshold**"). Therefore, if during any Year the number of Units purchased from Pepsi falls below the Annual Units Threshold, then the Annual Sponsorship Fees payable for the next Year will be reduced by a percentage equal to the percentage decrease between the Annual Units Threshold and the actual number of Units sold during such Year. *For example, if the Annual Sponsorship Fee is \$5,000 and the Annual Units Threshold is 3,100 Units, and during Year 2 the actual Units sold is 1,550 Units, and then the Annual Sponsorship Fee for Year 3 will be \$2,500 (reduced by 50%).* The Annual Sponsorship Fees are earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to Customer's failure to cure a breach hereof, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 8(C) herein.

(B) **Commissions.** Pepsi shall provide Customer with commissions, as a percentage of the actual cash ("**cash in bag**" or "**CIB**") collected by Pepsi from the Vending Machines placed at the Facilities, less any applicable government imposed taxes/fees and deposits, as applicable ("**Commissions**"). Such Commissions shall be at the rate(s) set forth below (the "**Commission Rate**") and shall be calculated as follows:

(CIB – applicable taxes/fees/deposits) * Commission Rate = Commission due

<i>Product</i>	<i>Minimum Vend Price*</i>	<i>Commission Rate**</i>
20oz Aquafina & CSDs	\$1.50	40%
12oz Kickstart	\$1.50	40%
20oz Gatorade	\$1.75	40%
18.5oz Lipton Pure Leaf Tea	\$2.00	40%

*Pepsi shall have the right to increase vend prices by \$ 0.25 in Year 3.
 ** Commission Rates and Vend Prices for new Product will be mutually agreed upon by Pepsi and Customer.

(1) **Commissions Payment.** Pepsi shall pay Commissions to Customer within thirty (30) days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one (1) year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any Commissions payment from Pepsi if Commissions fail to reach a certain threshold amount per period or quarter. The current threshold amounts are \$50 per four-week period or \$75 per quarter. The threshold may be revised by Pepsi from time to time.

(2) **Change to Commission Rate/Formula.** Customer agrees that Pepsi shall have the right to change the Commission Rate and/or its formula/method for calculating Commissions as may be required by applicable laws or as reasonably necessary to respond to legislative acts in order that the Commission Rate remains cost neutral.

(3) **Vend Price.** The initial vend prices and minimum scheduled increases that are necessary for Customer to qualify for any Commissions are set forth in the Commission chart above. Customer acknowledges that Pepsi has the right to pass through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed on manufacturers, distributors, consumers or otherwise). The pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products will be in addition to any scheduled Vend Prices increases set forth herein or notification restrictions that may be specified in this Agreement.

(C) **Rebates.** Each Year throughout the Term, Pepsi agrees to calculate the total applicable Cases of Packaged Products and applicable Gallons of Postmix Products purchased from Pepsi by Customer and its Food Service Operator pursuant to this Agreement, and shall provide Customer with rebates calculated based on applicable amounts set forth below (the “*Rebates*”). The Rebates, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term.

<i>Rebate Amount</i>	<i>Applicable Products</i>
\$ 5.00/Case	All Cases of 24-pk Packaged Products

(D) **Gatorade Sideline Kit(s).** Each Year throughout the Term, Pepsi will provide two (2) Gatorade Sideline Kit(s) to Customer, Customer acknowledges and agrees that any unused portion of the value of the Gatorade Sideline Kit(s) in any Year shall not be carried over to the subsequent Year or be redeemed for cash.

(E) **Product Free of Charge.** Upon request from Customer, Pepsi will provide up to a total of fifty (50) Cases of a combination of 12oz cans of carbonated soft drinks and 16.9oz Aquafina per Year at no additional charge to Customer, provided, however, that Customer will administer all requests through a central contact so that Customer may prioritize the requests. Customer acknowledges and agrees that unrequested Product in any Year shall not be carried over to the subsequent Year or be redeemable for cash payment.

6. **Competitive Products.** During the entire Term of this Agreement:

(A) No Competitive Products shall be sampled, sold, served or dispensed anywhere at the Facilities;

(B) No permanent or temporary advertising, signage or trademark visibility for Competitive Products shall be displayed anywhere at the Facilities.

(C) No agreement will be entered into or maintained by Customer and/or its designated Food Service Operator pursuant to which Competitive Products will be associated with Customer or the Facilities in any advertising or promotional activity that creates a relationship or connection between Competitive Products and Customer or the Facilities.

7. **Equipment and Service.**

(A) Pepsi shall have the exclusive right to install Equipment throughout the Facilities. Pepsi shall have the further right to install additional Equipment in buildings and facilities acquired and/or constructed by Customer after the date of this Agreement. Pepsi shall place Equipment at mutually agreed upon locations throughout the Facilities. Pepsi reserves the absolute right to remove any glass front Vending Machines that sells less than eight (8) cases of Product per week or any other Vending Machines that sells less than two (2) cases of Product per week. Pepsi shall install Equipment at its sole expense, except where otherwise prescribed by law. Pepsi shall have the right to place full trademark panels on all sides of its Equipment. Customer shall not permit the operation of any other equipment used for the sale of Beverages at the Facilities without the prior written consent of Pepsi. Customer agrees that the Equipment shall be exclusively used to display and merchandise the Products, and Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment).

(B) Pepsi or one of its subsidiaries or affiliates shall retain ownership in and title to all Equipment.

(C) The Equipment may not be removed from the Facilities without Pepsi's written consent, and Customer agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Pepsi in writing. Upon expiration or termination of this Agreement, Customer shall allow Pepsi to pick up all Equipment and the parties shall work together to coordinate a pick-up schedule.

(D) Pepsi will provide, at no charge to Customer, preventative maintenance and service to the Equipment.

(E) Pepsi shall be responsible for collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for all cash monies collected therefrom. Customer agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay Commissions on documented revenue losses resulting from vandalism or theft of

Product with respect to any Vending Machines.

8. Breach of Contract and Termination.

(A) Either party may terminate this Agreement for any breach of this Agreement's material terms by the other party, provided that the non-breaching party shall first provide the breaching party with written notice of the breach and a thirty (30) day opportunity to cure such breach. If the breaching party fails to cure the breach within the thirty (30) day period, the non-breaching party may terminate the Agreement upon written notice to the breaching party.

(B) If any of the material terms of this Agreement, including but not limited to the exclusive rights to sell any one or more of the Products, are prohibited or limited during the Term of this Agreement as a result of a final judicial opinion or governmental regulation for any other reason (including but not limited to beverage tax, package size or product restriction), then Pepsi and Customer will negotiate in good faith to reduce Pepsi's ongoing financial support under the Agreement to neutralize any negative impact such change has on the economics of the original Agreement. If Customer and Pepsi are not able, within sixty (60) days of such prohibition or restriction, to agree on an equitable amendment to the Agreement, Pepsi shall have the right to terminate the Agreement upon thirty (30) days' notice to Customer.

(C) If the Agreement is terminated by Pepsi pursuant to Section 8(A) or (B) herein, Pepsi shall, without prejudice to any other right or remedy available to Pepsi, obtain a reimbursement from Customer of any unearned funding paid by Pepsi to Customer which remains unearned as of the time of termination. With respect to the Annual Sponsorship Fee, if any, the amount of such reimbursement shall be determined by multiplying the Annual Sponsorship Fee paid in the Year during which such termination occurs by a fraction, the numerator of which is the number of months remaining in such Year at the time of such termination or limitation and the denominator of which is twelve.

9. Taxes. Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by Customer in connection with any fees payable by Pepsi under this Agreement. In addition, Pepsi shall be responsible only for the payment of taxes on the sales of Products through Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment.

10. Representations and Warranties

(A) Each party represents and warrants to the other: (1) it has full power and authority to enter into this Agreement and to grant and convey to the other the rights set forth herein; and (2) all necessary approvals for the execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered by the parties and constitutes the legal, valid and binding obligation, enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; (3) the respective signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and (4) the parties have complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

(B) Each of the parties hereto agree that: (1) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and (2) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

11. Indemnification.

(A) Pepsi will indemnify and hold Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi, (excluding claims arising out of Customer's negligence or willful misconduct).

(B) To the extent permitted by applicable law, Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any term or condition of this Agreement, including failure to comply with the School Policy; and/or (ii) the negligence or willful misconduct of Customer (excluding claims arising out of Pepsi's negligence or willful misconduct).

(C) The provisions of this Section shall survive the termination of this Agreement.

12. Force Majeure. No party will be responsible to the other or to any third party for any failure, in whole or in part, to perform any of its respective obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impractical, owing to acts of God, public insurrections, pandemics, epidemics, floods, fires, strikes, lockouts, or other labor disputes, disruptions in supply, shortages or scarcity of materials, changes to applicable laws and regulations and other circumstances of substantially similar character beyond the reasonable control of the affected party(s), including extraordinary costs of goods increases (collectively, "*Force Majeure*"). Any party(s) so affected, will (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform its obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. In the event Customer's performance is temporarily suspended pursuant to a Force Majeure event, Pepsi's funding obligations will be suspended for the duration of Customer's nonperformance. Once the Force Majeure event has concluded and Customer resumes performance or in the event Customer is able to perform some, but not all of its obligations herein, any fixed or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

13. Relationship of Parties. The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the parties.

14. Retention of Rights. Customer shall not obtain by virtue of this Agreement, any right, title or interest in the trademarks of Pepsi or PepsiCo, Inc., nor shall this Agreement give Customer the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Pepsi or PepsiCo, Inc.

15. Non-Disclosure. Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflicts of laws principles.

17. **Insurance.**

(A) Each party hereto maintains and agrees to maintain, at all times during the Term a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to include the other, and each of its Affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns, as additional insureds on such insurance during the Term. Such insurance will contain a waiver of subrogation with respect to the additional insureds.

(B) Either party shall have the right, during the Term from time to time, to request copies of certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

18. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

19. **Waiver.** No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies. Any waiver must be in writing and signed by the party waiving the rights.

20. **Assignment; Counterparts.** To the extent permitted by law, this Agreement shall be binding upon and inure to the benefit of Pepsi and Customer and its respective successors and permitted assigns. Customer may not subcontract or assign its rights or obligations under this Agreement to any other entity or person without the express written consent of Pepsi, which consent may be withheld at its sole discretion. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. **Severability.** If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.

22. **Construction.** Customer and Pepsi acknowledge that both parties participated equally in the negotiation of this Agreement and that, accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted.

23. **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer for Products ordered from and delivered by Pepsi and any and all balances due and payable to Pepsi pursuant to this Agreement.

24. **Distribution Limitations.** Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Facility operates and (ii) purchases Products outside Pepsi's exclusive territory where the Facility operates and resells such Products within Pepsi's exclusive territory.

25. **Notices.** Any notice which either party is required or permitted to give hereunder will be in writing, signed by the notifying party and will be either delivery by hand or nationally-recognized overnight courier service or deposited in the United States mail, certified or registered mail, return receipt

requested, postage paid, addressed as follows: If to Customer, to the name and address set forth in the preamble herein. If to Pepsi, to the name and address set forth in the preamble herein, with a copy thereof to: Pepsi Beverages Company, 1111 Westchester Avenue, White Plains, NY 10604, Attention: Law Department or to such addresses as the parties may subsequently provide in writing. Notice will be deemed to have been given when delivered by hand or nationally recognized overnight courier service, or when received as evidenced by the return receipt, or the date such notice is first refused, if that be the case.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the dates set forth below.

BOTTLING GROUP, LLC**ROCKVALE HIGH SCHOOL**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

List of Schools

Rockvale High School
6545 State HWY 99, Rockvale, TN 37153

Exhibit B

Products & Pricing

Package	Price	Case/Pack
20oz CSD	\$26.25	24
12oz CSD	\$13.00	24
1L CSD	\$25.65	15
20oz Aquafina	\$11.10	24
16.9 oz Aquafina	\$9.55	24
Dole Lemonade	\$25.33	24
Lipton Tea	\$27.00	12
Ocean Spray Juice	\$18.50	12
SoBe Life Water	\$19.94	12
Frappuccino	\$32.55	12
Gatorade	\$26.65	24
Kick Start 12 oz CN	\$21.90	18

PBC reserves the right to increase pricing with 30 days notice.

Exhibit C
PepsiCo U.S. School Policy for Beverages
(Updated as of September 2014)

SUMMARY

PepsiCo follows all federal, state and local regulations governing beverage sales in schools and the company's Global School Beverage Policy (available on pepsico.com). In addition, PepsiCo will not offer caffeinated beverages that are marketed as energy drinks for sale to students in elementary, middle or high schools, even if they meet the nutrition thresholds in these standards.

PERMITTED PRODUCTS

Consistent with federal regulations issued by the U.S. Department of Agriculture (USDA) and PepsiCo's Global School Beverage Policy, PepsiCo will offer schools only those beverage products that meet the following standards, if such products are to be sold to students. In addition, PepsiCo will not offer caffeinated beverages that are marketed as energy drinks for sale to students in elementary, middle or high schools, even if they meet these standards, and will follow state and local regulations if stricter than these standards.

Elementary School

- Plain water or plain carbonated¹ water (no size limit)
- 100% fruit/vegetable juice (up to 8-ounce)
- 100% fruit/vegetable juice diluted with water - with or without carbonation¹ - and no added sweeteners (up to 8-ounce)
- Low-fat milk, unflavored (up to 8-ounce)
- Non-fat milk, flavored or unflavored, including nutritionally equivalent milk alternatives (up to 8-ounce)

Middle School

- Same as elementary school except that juice and milk meeting elementary school criteria may be up to 12-ounce
- If a middle school and high school are in the same building and students of all ages have access to the areas where beverages are sold, beverages must meet the middle school standards. If, in the above situation, the middle school students do not have access to the area where beverages are sold to high school students, high school beverage standards may be implemented for that area.

High School

Same as middle school except that the following beverages are also permitted:

- Zero-calorie beverages with or without flavors and with or without carbonation up to 20-ounce. (As defined by U.S. Food and Drug Administration (FDA), "zero-calorie" beverages are labeled to contain less than 5 calories per 8-ounce, or no more than 10 calories per 20-ounce)
- Low-calorie beverages with or without flavors and with or without carbonation up to 12-ounce. (As defined by FDA, "low calorie" beverages are labeled to contain no more than 40 calories per 8-ounce, or no more than 60 calories per 12-ounce)
- Sports drinks with more than 40 calories per 8-ounce: only before, during and after physical activity/exposure to heat (such as at sport practices, training sessions and competitions), when such sales take place either (1) during the "extended day" (as defined in this policy below) in those schools not subject to USDA regulations, or (2) outside of the "school day" (as defined by USDA¹) in those schools subject to USDA regulations

APPLICATION OF POLICY

Schools: This school beverage policy applies to all elementary, middle and high schools in the United States, whether public or private and whether or not such schools participate in the reimbursable school breakfast or lunch plan run by the Federal government.

Time of Day: This policy applies to beverages sold to students on school grounds during the school day as well as the extended school day. The “extended school day” is the time before and after school when students are involved in events (e.g., clubs, yearbook, band and choir practice, student government, drama and childcare programs) that are primarily under the control of the school or third parties on behalf of the school.

As noted above, the inclusion of the extended day in this school beverage policy does not prohibit sales of sports drinks with more than 40 calories per 8-ounce during the extended school day to student athletes at practices, training sessions and competitions or to other students engaged in physical activity/exposed to heat, except in those schools subject to the USDA regulations where sports drinks may be sold to these students only during the period from 30 minutes after the school day until midnight prior to the next school day.

Special Circumstances: This policy does not apply to the sale of beverages: (1) in staff areas of schools that are not accessible to students; (2) at, or immediately before or after, school-related events where parents and other adults are a significant part of an audience (e.g., sporting events, school plays and band concerts); or (3) for fundraisers held at schools (other than fundraising through vending machines, school stores, snack bars, à la carte sales).

Providing Choice and Information

PepsiCo will work to provide vending machines in a variety of graphic designs, including designs featuring low-calorie brands; to show calorie counts on vendor selection buttons; and to include a calorie awareness message such as “Calories Count – Check then Chose” (or similar) on vendor fronts.

Promoting Wellness and Education

PepsiCo will encourage schools to use contract-related sponsorship and marketing funds, if any, to promote student fitness, wellness and health education programs in schools.

Independent Bottlers and Third Party Distributors

Independent bottlers and third-parties that distribute PepsiCo products to schools should comply with all federal, state and local regulations governing the sale of beverages in schools. In addition, PepsiCo encourages independent bottlers and third-party distributors to follow the product standards and other guidance outlined within PepsiCo’s policy above.

Notes:

1. The USDA regulations which took effect July 1, 2014 do not apply to (1) beverages sold to students in schools that do not participate in the reimbursable school breakfast or lunch plan run by the Federal government; or (2) beverages sold to students outside the “school day” (“school day” is defined by USDA as the period from midnight before, to 30 minutes after the end of the official school day).

###

Rutherford County Schools

School Nutrition Fund 143 Budget Amendment #2

Func_obj	Description	Amended	Summer School & Camp		Amended
		2020/21	Decrease	Increase	2020/21
		Budget			Budget
43521	Lunch payments-children	6,239,085			6,239,085
43522	Lunch payments-adults	207,239			207,239
43523	Breakfast pmts - children	574,018			574,018
43524	Breakfast pmts - adults	-			-
43525	A la carte sales	683,400			683,400
43990	Other Charges for Services	-			-
44110	Investment income	20,000			20,000
44170	Misc. refunds (rebates)	-			-
44530	Sale of Equipment	-			-
44570	Contributions & gifts	-			-
46520	State school food service	176,460			176,460
46990	Other state revenues	-			-
47111	USDA reimb. - lunch	8,536,482			8,536,482
47112	USDA - commodities	900,000			900,000
47113	USDA reimb. - breakfast	2,481,354			2,481,354
47114	USDA reimb. - other	60,000		605,700	665,700
47590	Other Federal Through State	-			-
49700	Insurance recovery	-			-
49800	Transfers In	1,500,000			1,500,000
	Revenue	21,378,038	-	605,700	21,983,738

Func_obj	Description	Amended	Increase	Decrease	Amended
		2020/21			2020/21
		Budget			Budget
73100-105	Supervisor/Director	163,348			163,348
73100-119	Bookkeepers	102,250			102,250
73100-165	Cafeteria Personnel	7,814,016	325,000		8,139,016
73100-189	Other Salaries & Wages	279,531	40,000		319,531
73100-201	Social Security	522,584	23,000		545,584
73100-204	State Retirement	400,000	35,000		435,000
73100-212	Employer Medicare	122,217	5,200		127,417
73100-355	Travel	20,000	2,500		22,500
73100-399	Other Contracted Services	500,000			500,000
73100-421	Food Preparation Supplies	1,000,000	25,000		1,025,000
73100-422	Food Supplies	7,500,000	150,000		7,650,000
	Total Expenditures	21,357,266	605,700	-	21,962,966

5/4/2021

Chariman of the Board

Director of Schools

RESOLUTION TO TRANSFER FUNDS FROM THE GENERAL PURPOSE SCHOOL FUND TO THE FEDERAL PROJECTS FUND FOR FISCAL YEAR ENDING JUNE 30, 2021

WHEREAS, Federal project grants operate on a reimbursement basis and funds are requested from the State of Tennessee by Rutherford County School System after the authorized purchases have been made.

WHEREAS, in a previous year the Rutherford County Board of Education and Rutherford County Commission approved a transfer of \$1,000,000 of local funds from the General Purpose School Fund to the Federal Project Fund to prevent a cash deficit at various times due to slow turn-around time for reimbursements from the State of Tennessee;

WHEREAS, Rutherford County Schools has been approved for Elementary and Secondary School Emergency Relief fund (ESSER II) Federal Funding for over \$19,000,000 and will be applying for additional Federal Funds from the ESSER III Grant Program, with these grant funds being drawn down in the Rutherford County Schools Federal Project Fund;

WHEREAS, adequate cash flow for the ESSER II and ESSER III projects will be needed to ensure the timely payments of vendors and the Rutherford County School System does not desire to operate any fund with a cash deficit.

Now, THEREFORE, BE IT RESOLVED, by the Rutherford County Board of Education, in a regular called meeting on this 4th day of May 2021 that:

SECTION 1: The General Purpose School Fund shall transfer \$1,000,000 to the School Federal Projects Fund upon approval of the Rutherford County Board of Education and Rutherford County Commission.

SECTION 2: The \$1,000,000 transfer shall remain in the Federal Projects Fund as committed for education fund balance from the General Purpose School Fund and may be repaid at any time as noted in a resolution passed by the Rutherford County Board of Education and County Commission.

SECTION 3: This resolution will take effect upon passage by both the Rutherford County Board of Education and Rutherford County Commission.

Adopted this 4th day of May 2021 by the Rutherford County Board of Education.

Adopted _____, by the Rutherford County Commission.

Approved:

Approved:

Chairman of Rutherford County BOE

Chairman of Rutherford County Commission

Attest

Attest

RCS Director of Schools

Rutherford County Clerk

**RESOLUTION OF RECOGNITION OF THE RUTHERFORD COUNTY SCHOOL NUTRITION
DEPARTMENT**

WHEREAS, while the Novel Coronavirus SARS CoV2 pandemic has brought numerous challenges to all departments of Rutherford County Schools, it is noted that there were specific challenges faced by the Rutherford County School Nutrition Department during this pandemic.

WHEREAS, the specific challenges faced by the employees of the school nutrition department included quickly identifying and adapting to new delivery systems and safety protocol to safely serve nutritious meals, during school days, to RCS students that were both in-person and distance learning. Additionally, the nutrition department was faced with the challenge of adequately staffing school cafeteria operations when temporary staffing shortages were brought about from quarantine of food service employees in various schools.

WHEREAS, the employees of the RCS School Nutrition Department faced these challenges with a willingness to adapt to the situation and provided in-school and curbside food service to the students of RCS. Our School Nutrition Department employees served over 4,620,000 meals from the beginning of the pandemic forward to the end of April 2021, ensuring that nutritious meals for breakfast and lunch were provided to RCS students during each regularly scheduled school day.

FURTHERMORE; the employees of the RCS School Nutrition Department remained positive and demonstrated a "can-do" attitude by shifting to work between individual school cafeterias when their help was needed to adequately serve the students of RCS. Additionally, they also at times assumed light custodial and clerical duties, as needed when custodial and clerical staff were in quarantine or out on sick leave, to keep our schools clean and functioning to support our students and teachers while classes were in session.

Now, THEREFORE, BE IT RESOLVED, by the Rutherford County Board of Education in a regular called meeting on this 4th day of May 2021 that the actions of the employees of the Rutherford County School Nutrition Department, which ensured that all students had a nutritious breakfast and lunch available to them at all RCS schools during every regularly scheduled school day during the COVID 19 Pandemic, is hereby formally recognized. The appreciation of the Rutherford County Board of Educations is extended to all of our School Nutrition employees for their meritorious service to the children of Rutherford County, Tennessee throughout the COVID 19 pandemic.

Adopted this 4th day of May 2021 by the Rutherford County Board of Education.

Approved:

Chairman of Rutherford County BOE

Attest

RCS Director of Schools

Rutherford County Schools
Proposed New Nursing Pay Scale
Beginning July 1, 2021

	Entry <1 year	Step 1 1-5 years	Step 2 6-10 years	Step 3 11-15 years	Step 4 16+ Years
RN School Nurse	40,000.00	41,000.00	42,500.00	44,100.00	44,500.00
Nurse Supervisor (BSN or Masters)	42,000.00	43,000.00	44,500.00	46,100.00	46,500.00

	Step 1 0-2 years	Step 2 3-5 years	Step 3 6-9 years	Step 4 10-14 years	Step 5 15-19 years	Step 6 20-24 years	Step 7 25 and over
LPN (Classified Skill Level 4) hourly	16.75	17.59	18.43	19.27	20.11	20.94	21.78
Salary	26,807.36	28,148.00	29,488.16	30,828.64	32,169.12	33,509.44	34,849.76
Sub Nurse (PRN)- RN	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Sub Nurse (PRN)-LPN	18.00	18.00	18.00	18.00	18.00	18.00	18.00

RN and LPN based on 200 day

Nurse supervisor and summer school nurses are on 11 month and will receive additional 20 days pay



PRINCIPAL
DR. AMY CONNIFEY-MARLIN

3945 BLAZE DRIVE
MURFREESBORO, TN 37128
PHONE (615) 904-3860
FAX (615) 904-3861
WWW.BLM@RCSCHOOLS.NET

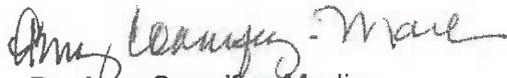
ASSISTANT PRINCIPALS
SETH BURT
JESSICA JACKSON
DR. KRISTLE HORTON

April 20, 2021

To Whom It May Concern:

Blackman Middle School Drama would like to purchase a 12 x 24 storage building. It would be purchased off the Rutherford County Bid #3481 from Patriot Structures, LLC and would be paid for by the school drama account at no cost to the School Board.

Thank you,


Dr. Amy Connife-Marlin
Principal

Rutherford County Schools

Application for Campus Construction Project

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

1. School Name *Blackman Middle School*
2. Principal *Dr. Amy Connifey-Martin*
3. Project Name *Drama storage building*
4. Assistant Principal who is overseeing the project *Jessica Jackson*
5. Does project support recreational sports, athletics or education? *NO*
6. Does this project meet all gender equity criteria? *NA*
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.) *Drama*
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate.
off RCS Bid # 3481, \$4972.80
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. *Drama School account*
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? *NOI*
Do construction plans meet criteria for funding? *yes*
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan *NA*
12. Do you have a site layout showing where this project will be constructed on campus? *yes see attached*
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements?
14. Has MTEM, CUD, MWSD or other local utilities been contacted for service connection if required? *NA*
15. Are plans drawn and stamped by Architect/ Engineer?
NA

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

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

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

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

NO

Bid #3481
Wood Storage Buildings

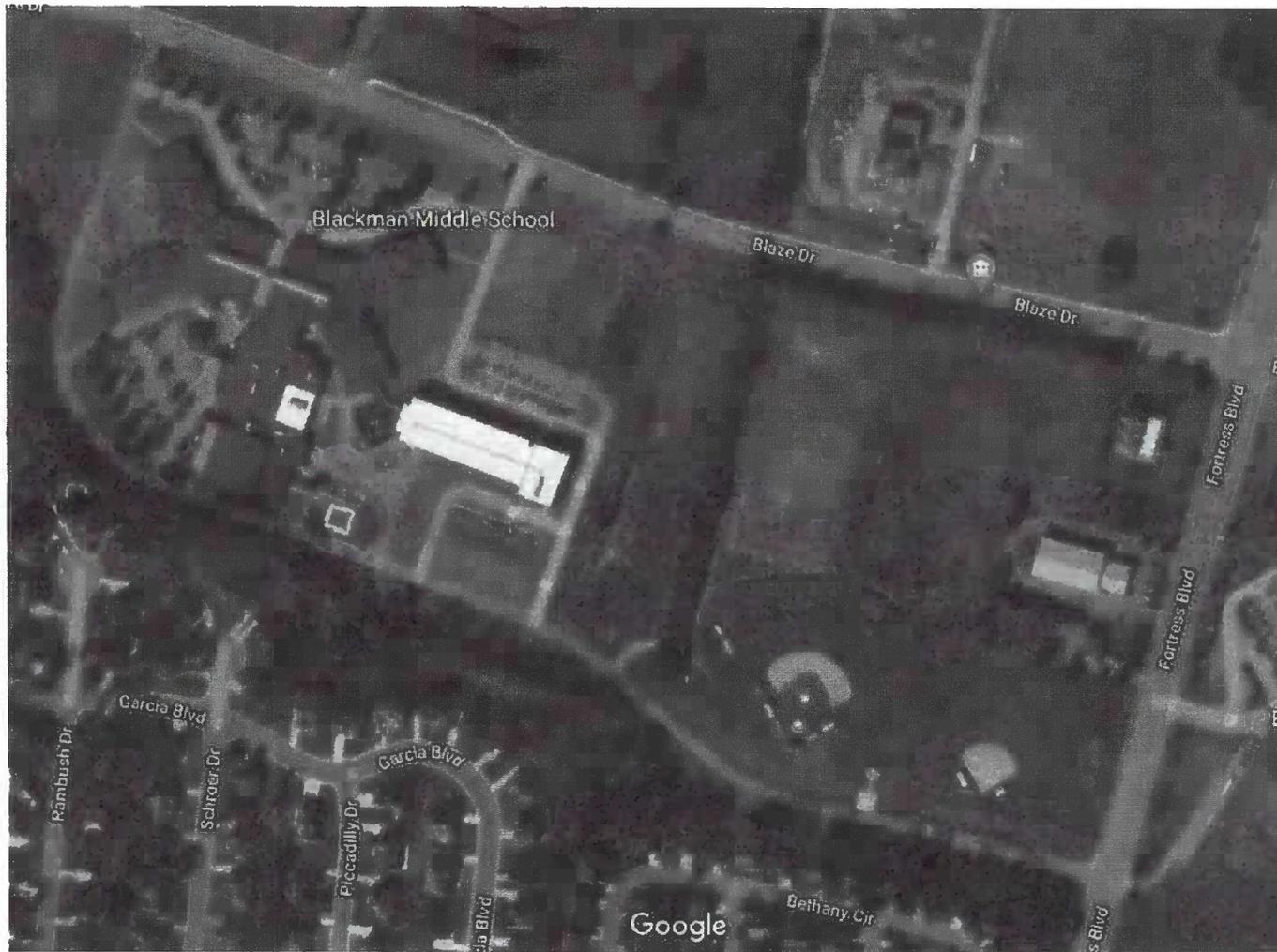
Item #	Description	Patriot Structures, LLC
1	10 x12 Storage Building	\$ 2,592.00
2	12 x 16 Storage Building	\$ 3,785.20
3	12 x 20 Storage Building	\$ 4,294.00
→ 4	12 x 24 Storage Building	\$ 4,972.80

Mailed to 11 vendors
10 vendors did not respond

Recommend: Motion to award to Patriot Structures LLC for lowest and best bid.

To be funded through GPS and Maintenance

Possible Location of Blackman Middle Drama Shed Location 2021



□ = 12' x 24' Shed

○ = Old area where wrestling building was before fire

Tennessee Department of Education has partnered with T-Mobile in a five-year partnership, T-Mobile Tech for TN Students, to provide school districts across the state with access to mobile Wi-Fi hotspot devices. The projects allow districts to choose from three tiers of service:

1. 100GB of data per device per year at no cost to the district
(a typical distant learning student uses roughly 100GB of data in four to six weeks)
2. 100GB per month per device at \$12.00 per month
3. Unlimited data per device for \$15.00 per month

Recommended Approval--motion to approve Rutherford County Schools to enter into a five-year contract with T-Mobile for 100 hot spots at no cost to the district.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

RIGHT OF WAY DIVISION
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-3196

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

April 28, 2021

Mr. Trey Lee
Assistant Superintendent Engineering and
Construction
Rutherford County Schools
Murfreesboro, Tn 37128

Federal Project No. STP-99(29)
State Project No. 75013-2240-14
County: RUTHERFORD
Tract No. 204

Dear Trey Lee:

This letter is regarding the Tennessee Department of Transportation widening of SR-268(Thompson Lane) from 2 to 5 lanes including sidewalks and bike lanes. As you are aware, the Department we will be acquiring a portion of property from Rutherford County. Attached to this letter you will find the Department's acquisition offer and the following documents.

- Tract Map showing the Fee Acquisition highlighted in green, Construction Easement in blue, and Slope Easement in orange.
- Legal Description
- Summary of Nominal Payment Parcel
- Offer to Acquire Real Property
- Acknowledgment of Sale Price and Conditions (If you accept the Department's Offer, please sign and return one original.)

Please feel free to contact me if you have any questions regarding the project or to discuss the acquisition offer.

Thank You,

Gregory Bogard
Right-of-Way Agent
James K. Polk Bldg. 6th Floor
505 Deaderick St. Nashville, TN 37243
(615)-927-1022

TDOT Right of Way Division
Acquisition Section



REGION 1 Right-of-Way Office:

7345 Region Lane
Knoxville, TN 37914

Phone: (865) 594.2496 Fax: (865) 594.2495

REGION 2 Right-of-Way Office:

7512 Volkswagen Drive
Chattanooga, TN 37416

Phone: (423) 510.1100 Fax: (423) 510.1131

REGION 3 Right-of-Way Office:

6601 Centennial Blvd.
Nashville, TN 37243

Phone: (615) 350.4200 Fax: (615) 350.4410

REGION 4 Right-of-Way Office:

300 Benchmark Place
Jackson, TN 38301

Phone: (731) 935.0134 Fax: (731) 935.0135

HEADQUARTERS:

505 Deaderick Street
Suite 600-James K. Polk Bldg.
Nashville, TN 37243

Phone: (615) 741.3196 Fax: (615) 532.1548
www.tn.gov/tdot/section/row

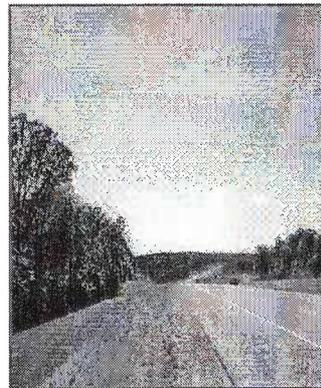
Updated 09-26-2018



Tennessee Department of Transportation
Authorization No 401497 (Jan. 2011)
500 copies. This public document was
promulgated at a cost of \$0.15 per copy



Right of Way
Division:
Acquisition Process



Communication
Accountability
Consistency
Integrity

TDOT RIGHT OF WAY PROCESS

OUR MISSION

The TDOT Right-Of-Way Division is charged with purchasing property needed to construct highway with as little impact as possible to property owners and the communities around them.

YOUR RIGHTS

The acquisition of property is like a private sale transaction. Due to the responsibility of protecting public interest, the state offers fair market value for each property acquisition.

Occasionally, agreements cannot be reached. When these situations develop, property owners, as well as the state, have well-defined rights under the law. These rights safeguard the owner from getting less than fair market value and protect state tax funds from unrealistic demands.

ACQUISITION PROCESS

APPRAISALS

Before property owners are contacted by the state for property purchases, licensed appraisers investigate the market for the type of property to be acquired. They personally check each home, place of business, and/or parcel of land that will be involved. Public records are

searched and recent area land sales are checked to establish a basis for valuing each property. This is based on fair market value; what a willing buyer would pay to a willing seller.

The appraiser then prepares an appraisal report that shows the development of fair market values assigned to the items involved. When only a portion of an entire property is to be acquired, the effect of the proposed acquisition on the remainder of the property is also considered by the appraiser. The appraisal report includes a signed certification that the appraiser has no present or intended future interest in the property appraised.

Often the state employs outside appraisers, especially if the nature of the property and its use is unique and a specialist is needed.

Typically staff appraisers review each appraisal and an amount is determined that the state will offer for the property. Sometimes an appraisal is not required if fair market value can easily be obtained and the valuation process is uncomplicated.

ACQUISITIONS

When acquisition of property begins, buyers for the state call on the property owners at a convenient time and explain the effects of the proposed project on the property. An approved written offer will be made to the owner at this time. Except in very unusual circumstances, the owner will receive payment in the amount of the state's offer prior to vacating his property. If during negotiations it is found that some item of value in the proposed acquisition or element of damage was overlooked, the appraisal, after due process, will be adjusted accordingly.

Payment is made to the property owner within a reasonable time, usually within 60 days after agreement is reached, thereby providing the property owner with funds to purchase new property or make adjustments to his remaining property.

RELOCATION ASSISTANCE

An occupant, either an owner or a tenant, who will be displaced by a highway project, is contacted by an agent for the state. An explanation is given on assistance and payments available under **The Relocation Assistance Program**. Ample notice and time for relocation will be given to the occupant.

EMINENT DOMAIN

The State strives to settle all acquisitions of property through fair negotiations and equitable procedures established by law. When an agreement cannot be reached between a property owner and the state for sale of property, right of way will be acquired through **Eminent Domain Proceedings**.

The state deposits with the Circuit Court Clerk an amount of money equal to the offer made by the state for the property and/or property rights required for the project.

The property owner may withdraw all funds deposited without influencing the amount of the final award to be determined by the court. If the award differs from the amount the owner has withdrawn from the court prior to final court action, necessary adjustments are made between the owner and the state after the court decision is rendered.

The State Attorney General's Office will work with the landowners and their legal representatives in an attempt to reach a settlement outside of court. If a settlement cannot be reached a jury of citizens will hear testimony prepared by both the property owner and the state. After deliberation, the jury determines just compensation due the property owner. The amount set by the court is binding to both parties, unless it can be shown that some part of the proceeding was in error.

RIGHT OF ENTRY

To meet project construction schedules, in some cases, the state may find it necessary to request the owner to allow construction to proceed on the property prior to either an amicable purchase agreement or Eminent Domain Proceedings. A "Right of Entry" given by the owner to the department for benefit of the public at large shall, in no manner, affect the legal rights of either the owner or the state. When such a right is voluntarily granted by the owner, the procedures outlined above would be followed as applicable to the case; however, the state would proceed with construction during the period of negotiations.

RIGHT OF CLEARANCE

The right of way acquired must be cleared of all structures. The property owner, therefore, is offered a fair market price for any and all structures located on the land acquired. Once an agreement is reached a deed executed, the structures, as well as the land, become the property of the state.

The state may dispose of the structures by advertising them for sale and removal, or including them in the roadway contract to be removed by the contractor.

Property owners who wish to retain and remove any pre-existing improvements may do so based on a predetermined value. This is called a salvage appraisal.

The agreement specifies the time allotted to the property owner to clear the improvements from the right of way.

Any structures or items of personal property, located on existing right of way, are considered an encroachment. The appraiser generally does not consider these structures when valuing the property, nor is compensation paid for items of personal property which are located on existing right of way. The state at its discretion may dispose of these items.

CONCLUSION

It is the Department's aim to secure right-of-way required for construction and maintenance of our highway system at a fair price under amicable conditions. Many questions may arise in your mind concerning the acquisition of your property that may not be explained in this pamphlet.

A list of the offices in charge of the Right-of-Way Acquisition for each of the State's Four Regions is shown on the back cover. Please feel free to ask any questions you wish of the Right-of-Way personnel located at these offices.



RUTHERFORD COUNTY 9TH C.D.

Federal Project: STP-M-268(4)

State Project: 75078-2206-54

RUTHERFORD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE

Tract 204

Map: 58

Parcel: 69.01

Located in Rutherford County, Tennessee

Parcel 1 – Beginning at a point on the existing south margin of S.R. 268, said point being 55.78' right of S.R. 268 proposed centerline station 190 + 61.97; thence with said existing margin S 83° 56'33" E 320.20' to a point, said point being 52.39' right of S.R. 268 proposed centerline station 193 + 82.15; thence with the proposed south margin of said road ⁽¹⁾ S 87° 41'05" W 106.92' ⁽²⁾ N 83° 20'09" W 170.69' ⁽³⁾ N 77° 03'31" W 43.15' to the point of beginning.

Parcel 2 – Beginning at a point on the existing south margin of S.R. 268, said point being 51.00' right of S.R. 268 proposed centerline station 195 + 13.22; thence with said existing margin ⁽¹⁾ S 83° 56'33" E 595.79' ⁽²⁾ S 82° 15'44" E 264.13' to a point, said point being 49.50' right of S.R. 268 proposed centerline station 203 + 73.17; thence with the proposed south margin of said road ⁽¹⁾ having a 61,437.22' radius curve left and westerly 133.64' ⁽²⁾ N 86° 21'53" W 208.17' ⁽³⁾ N 83° 20'09" W 432.00' ⁽⁴⁾ N 77° 03'31" W 86.84' to the point of beginning.

Parcels 1 and 2 combined contain 0.219 acres.

The above described property is hereby conveyed in fee simple.

Parcel A – Beginning at the point of intersection of the existing south margin of S.R. 268 and the east boundary of the Murfreesboro Electric Department property, said point of intersection being 56.57' right of S.R. 268 proposed centerline station 189 + 87.95; thence with said existing margin S 83° 56'33" E 74.02' to a point; thence with the proposed south margin of said road as described in Parcel 1 above ⁽¹⁾ S 77° 03'31" E 43.15' ⁽²⁾ S 83° 20'09" E 170.69' ⁽³⁾ N 87° 41'05" E 48' ± to

a point; thence with the meander of the slope westerly 328' ± to a point; thence with said east boundary N 06° 40' 48" E 3' ± to the point of beginning.

Parcel B – Beginning at a point on the existing south margin of S.R. 268, said point being 52.39' right of S.R. 268 proposed centerline station 193 + 82.15; thence with said existing margin S 83° 56' 33" E 131.07' to a point; thence with the proposed south margin of said road as described in Parcel 2 above ⁽¹⁾ S 77° 03' 31" E 86.84' ⁽²⁾ S 83° 20' 09" E 432.00' ⁽³⁾ S 86° 21' 53" E 38' ± to a point; thence with the meander of the slope westerly 672' ± to a point; thence with the proposed south margin of said road as described in Parcel 1 above N 87° 41' 05" E 11' ± to the point of beginning.

Parcel C – Beginning at a point on the proposed south margin of S.R. 268, said point being 49.50' left of S.R. 268 proposed centerline station 202 + 39.42; thence with said proposed south margin as described in Parcel 2 above having a 61,437.22' radius curve right and easterly 133.64' to a point; thence with the existing south margin of said road ⁽¹⁾ S 82° 15' 44" E 279.28' ⁽²⁾ S 82° 31' 00" E 160' ± to a point; thence with the meander of the slope westerly 607' ± to a point; thence with said proposed south margin S 86° 21' 53" E 50' ± to the point of beginning.

Parcel D – Beginning at the point of intersection of the existing south margin of S.R. 268 and the west boundary of the First United Methodist Church of Murfreesboro property, said point of intersection being 55.17' right of S.R. 268 proposed centerline station 210 + 15.73; thence with said west boundary S 10° 15' 09" W 20' ± to a point; thence with the meander of the slope ⁽¹⁾ westerly 9' ± ⁽²⁾ northerly 3' ± ⁽³⁾ northwesterly 50' ± to a point; thence with said existing margin S 82° 31' 00" E 60' ± to the point of beginning.

Parcels A, B, C, and D combined contain 0.201 acres.

The above described property is hereby conveyed as an easement for construction of slopes outside the proposed right of way line. The land on which the slopes are to be constructed remains the property of the Grantor(s). This easement shall terminate upon completion of construction of the project.

Beginning at the point of intersection of the existing south margin of S.R. 268 and the east boundary of said Murfreesboro Electric Department property, said point of intersection being 56.57' right of S.R. 268 proposed centerline station 189 + 87.95; thence with said existing margin S 83° 56' 33" E 74.02' to a point; thence with the proposed south margin of said road as described in Parcel 1 above ⁽¹⁾ S 77° 03' 31" E 43.15' ⁽²⁾ S 83° 20' 09" E 170.69' ⁽³⁾ N 87° 41' 05" E 106.92' to a point; thence with said existing south margin S 83° 56' 33" E 131.07' to a point; thence with the proposed south margin of said road as described in Parcel 2 above ⁽¹⁾ S 77° 03' 31" E 86.84' ⁽²⁾ S 83° 20' 09" E 432.00' ⁽³⁾ S 86° 21' 53" E 208.17' ⁽⁴⁾ having a 61,437.22' radius curve right and easterly 133.64' to a point; thence with said existing south margin ⁽¹⁾ S 82° 15' 44" E 279.28' ⁽²⁾ S 82° 31' 00" E 362.75' to a point; thence with the west boundary of said First United Methodist Church of Murfreesboro property S 10° 15' 09" W 30' ± to a point; thence with the proposed margin of the herein described working area ⁽¹⁾ westerly 865' ± ⁽²⁾ southerly 78' ± ⁽³⁾ westerly 30' ± ⁽⁴⁾ northerly 75' ± ⁽⁵⁾ westerly 670' ± ⁽⁶⁾ southerly 32' ± ⁽⁷⁾ westerly 30' ± ⁽⁸⁾ northerly 38' ± ⁽⁹⁾

westerly 365' ± to a point; thence with said east boundary N 06° 40'48" E 13' ± to the point of beginning, containing 0.530 acres.

Included but excluded are Parcels A, B, C, and D described above.

The above described property is hereby conveyed as an easement for the construction of a working area and erosion control outside of the proposed right of way line. The title to the above described land remains vested in the Grantor(s), and is to be used by the State of Tennessee, its contractors or assigns for a period of 4 years, from and after the commencement of construction.

Reference

Deed Book 673, Page 380 in Register's Office of Rutherford County, Tennessee

Property Address:

355 W. Thompson Lane

Murfreesboro, TN 37129

State of Tennessee Department of Transportation
Approved Offer Compensation

State Project No:	75078-2206-54	County/s:	Rutherford
Federal Project No:	STP-M-268(4)	Field Office	Region 3
PIN #:	115906.00	Form 2 Date:	1/5/2021
Property Owner:	Rutherford County		
Tax Map/Parcel No:	058-069.01	Tract No:	204

SUMMARY OF REPORTS

PERSONNEL	APPRAISER'S NAME	APPRAISAL AMOUNT	EFFECTIVE VALUATION	TYPE REPORT
	Mark T. Watson, MAI, CVA	\$24,020	8/19/2020	Formal Part Affected

APPROVED ACQUISITION AREAS/COMPENSATION

INTERESTS ACQUIRED	ORIGINAL ACQUISITION AREAS	ORIGINAL APPROVED COMP.	REVISED ACQUISITION AREAS	REVISED APPROVED COMPENSATION	ALTERNATE ACQUISITION AREAS	ALTERNATE APPROVED COMP.
LAND (FEE SIMPLE)	0.219 Acres	\$7,665				
PDE	0	\$0				
SLOPE EASEMENT	0.201 Acres	\$3,518				
TCE	0.466 Acres	\$6,524				
AIR RIGHTS	0	\$0				
OTHER		\$2				
(LAND OWNER) IMPROVEMENTS		\$6,311				
(LAND OWNER) DAMAGES/BENEFIT		\$0				
APPROVED OFFER AMOUNT		\$24,020				
UTILITY ADJUSTMENT		\$0				
(LAND OWNER) TOTAL		\$24,020				
TENANT IMPROVEMENTS TOTAL		\$0				
FORM 2 GRAND TOTAL		\$24,020				

ORIGINAL AREA SUMMARY

ORIGINAL AREA BEFORE	ORIGINAL AREA ACQUIRED	ORIGINAL AREA AFTER
104.891 Acres	0.219 Acres	104.672 Acres

ALTERNATE AREA SUMMARY

ALTERNATE AREA ACQUIRED	ALTERNATE AREA AFTER ACQUISITION

COMMENTS TO NEGOTIATOR

The fee simple basis for the amount due owner is \$35,000/Acre. The slope easement amount due owner is based on 50% of the fee simple value base. The temporary construction easement amount due owner is based on 10% of the fee simple easement for the 4 year term of the temporary construction easement. The improvements acquired include: concrete curbing, concrete sidewalks, asphalt paving, large metal sign, metal posts.

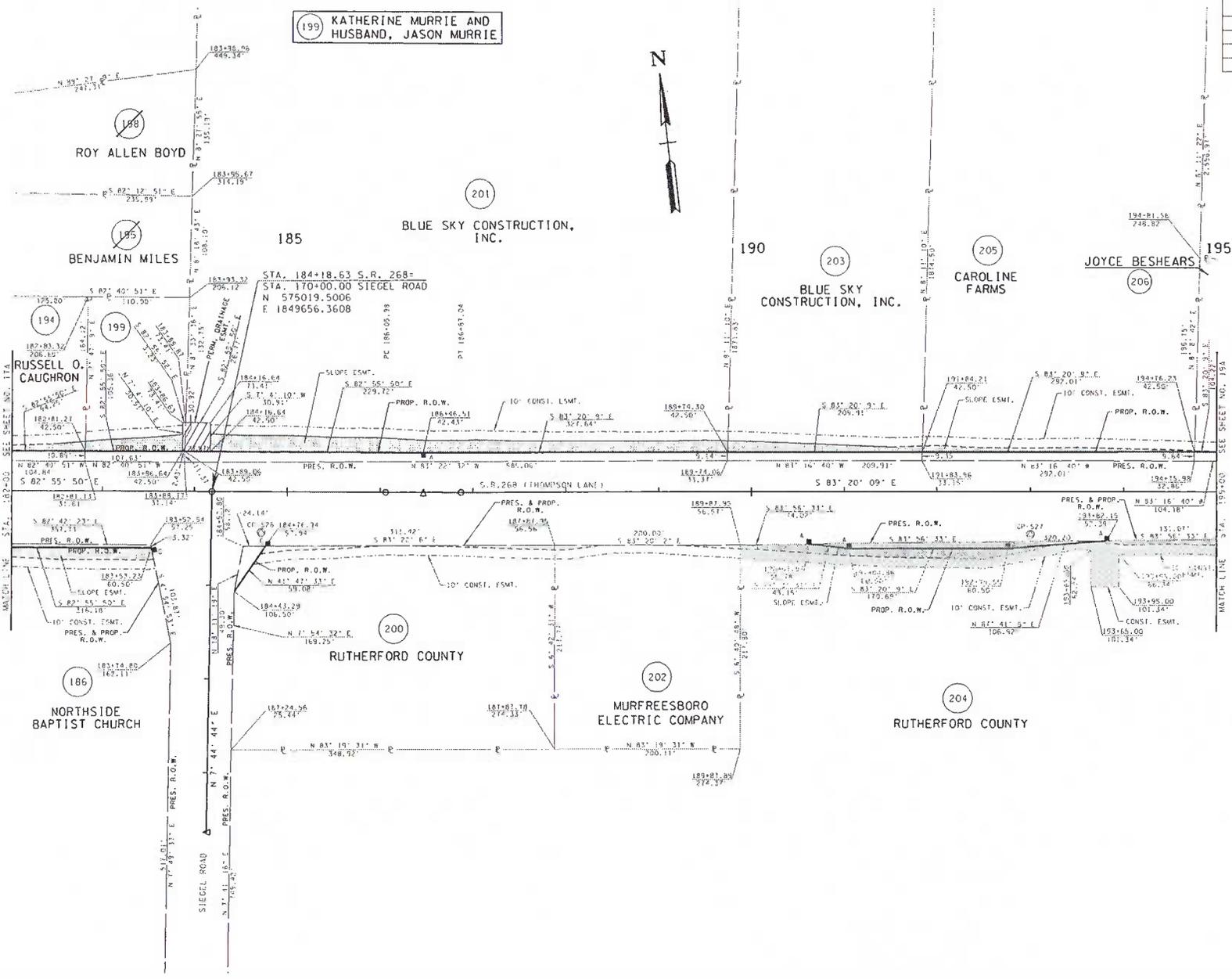


Completed By: R. Rhett Turner, MAI, SRWA



Agency Staff Approval: (If Consultant)

TYPE	YEAR	PROJECT NO.	SHEET NO.
P.O.W.	2019	57P-W-26M-F1	184



199 KATHERINE MURRIE AND HUSBAND, JASON MURRIE

ROY ALLEN BOYD

BENJAMIN MILES

BLUE SKY CONSTRUCTION, INC.

BLUE SKY CONSTRUCTION, INC.

CAROLINE FARMS

JOYCE BESHEARS

RUSSELL O CAUCHRON

NORTHSIDE BAPTIST CHURCH

RUTHERFORD COUNTY

MURFREESBORO ELECTRIC COMPANY

RUTHERFORD COUNTY

R.O.W.
PLANS

SEALED BY

COURTSHIP'S ARE MADE TO BE 1995, AND SHALL ADJUST BY THE FACTOR OF 1.000000 AND THE TO THE CORN ALL ELEVATIONS ARE REFERENCED TO THE NAVD 83.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

R.O.W.
DETAILS

STA. 182+00 TO STA. 195+00

SCALE: 1" = 50'

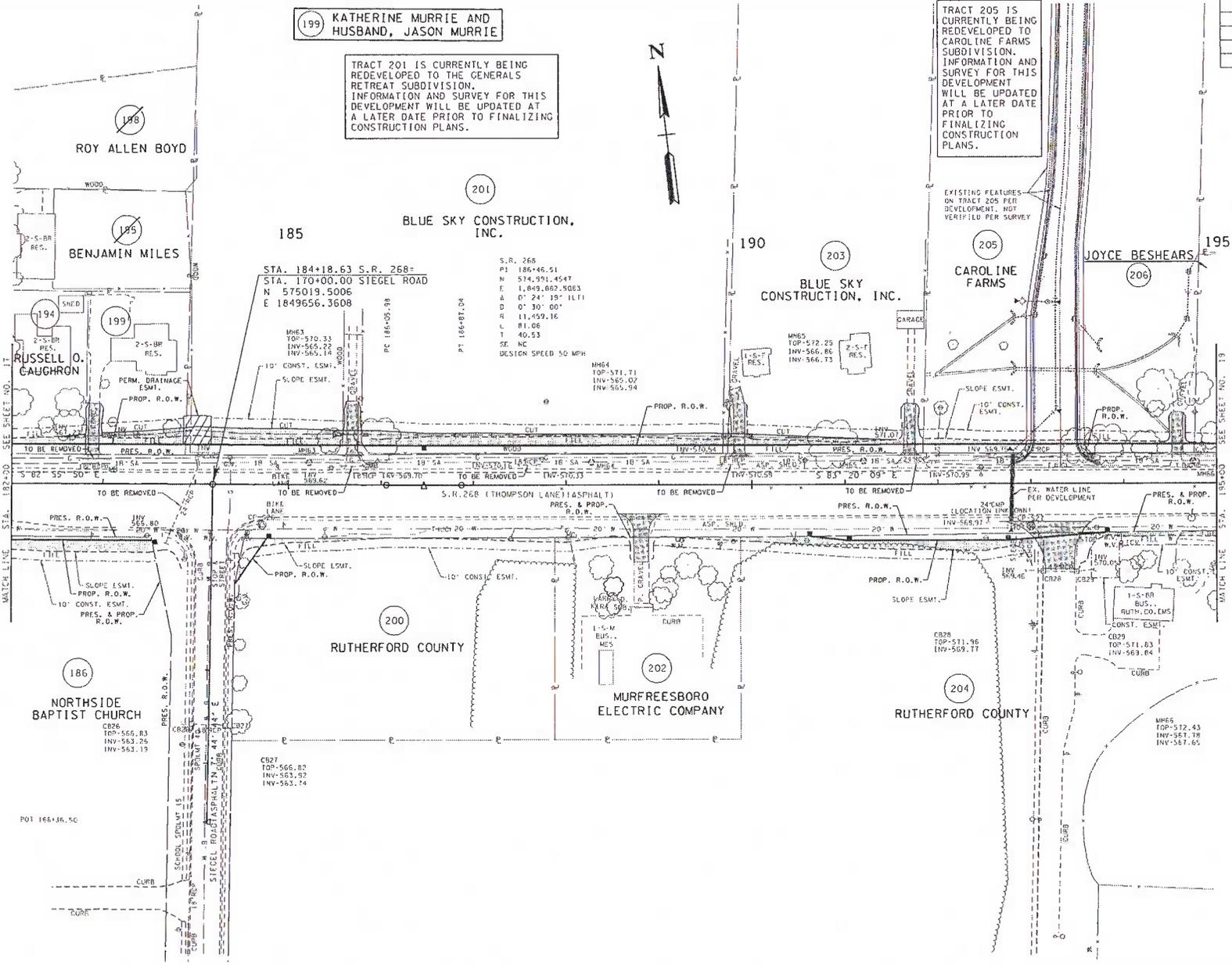
1/21/2019 9:22:05 AM
P:\2019\Projects\19-08-0001-SR-268-Tompason-Lane\Drawings\Details\184.dwg

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	571-M-250(4)	19

199 KATHERINE MURRIE AND HUSBAND, JASON MURRIE

TRACT 201 IS CURRENTLY BEING REDEVELOPED TO THE GENERALS RETREAT SUBDIVISION. INFORMATION AND SURVEY FOR THIS DEVELOPMENT WILL BE UPDATED AT A LATER DATE PRIOR TO FINALIZING CONSTRUCTION PLANS.

TRACT 205 IS CURRENTLY BEING REDEVELOPED TO CAROLINE FARMS SUBDIVISION. INFORMATION AND SURVEY FOR THIS DEVELOPMENT WILL BE UPDATED AT A LATER DATE PRIOR TO FINALIZING CONSTRUCTION PLANS.



R.O.W.
PLANS

SEALED BY

COORDINATES ARE NAD 83 (9903), ARE DATA ADJUSTED BY THE FACTOR OF 1.00001 AND RES TO THE TORN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1983.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

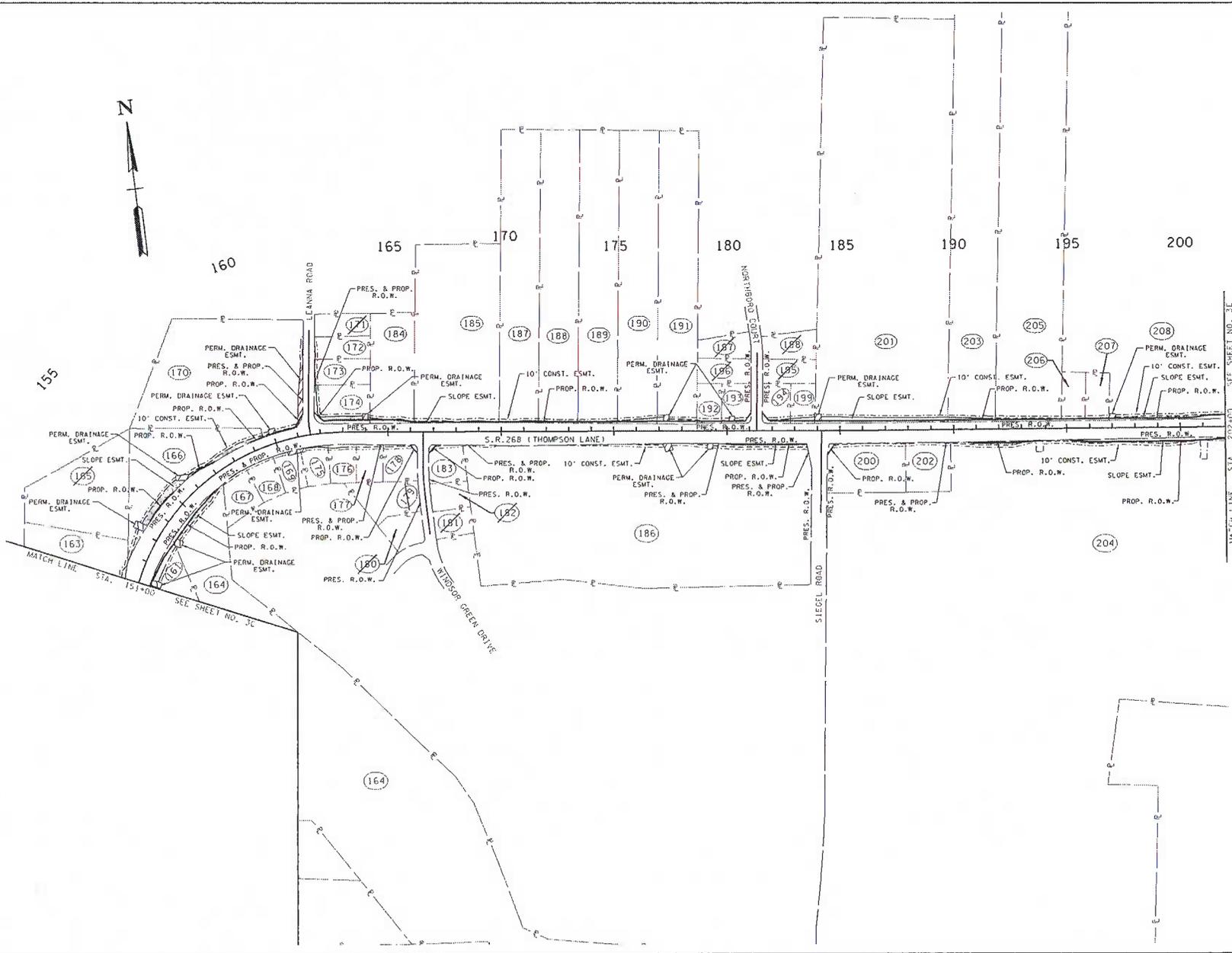
PRESENT
LAYOUT

STA. 182+00 TO STA. 195+00

SCALE: 1" = 50'

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268461	30



MATCH LINE STA. 202+00 SEE SHEET NO. 31

**R.O.W.
PLANS**

SCALED BY

COORDINATES ARE NAD 83 UTM,
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FACTOR OF 0.000010 AND 1.00 TO
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STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

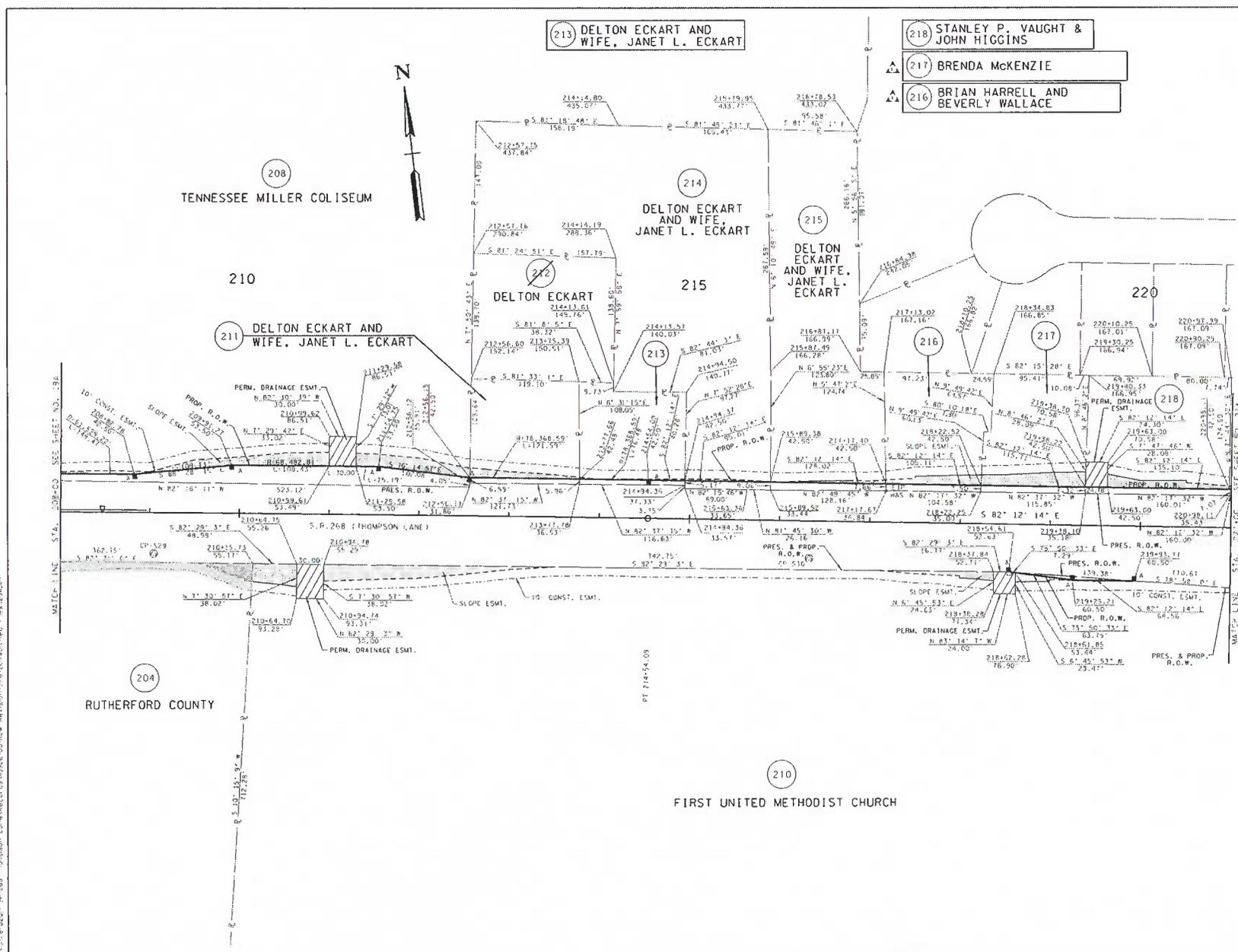
**PROPERTY
MAP**

STA. 151+00 TO STA. 202+00
SCALE: 1"=200'

7/7/2019 9:22:42 AM
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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-N-26846	20A

▲ REVISED 7/24/2000: UPDATED PROPERTY OWNER FOR TRACTS 216, & 215.



R.O.W.
PLANS

SEALED BY

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STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

R.O.W.
DETAILS

STA. 208+00 TO STA. 221+00
SCALE: 1" = 50'

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TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	STP-M-268(4)	20

REVISED 7/24/2020: UPDATED PROPERTY OWNER FOR TRACTS 216, & 217.

213 DELTON ECKART AND WIFE, JANET L. ECKART

218 STANLEY P. VAUGHT & JOHN HIGGINS

217 BRENDA MCKENZIE

216 BRIAN HARRELL AND BEVERLY WALLACE

208

TENNESSEE MILLER COLISEUM

214

DELTON ECKART AND WIFE, JANET L. ECKART

215

DELTON ECKART AND WIFE, JANET L. ECKART

S.R. 268
 P.J. 208+46.76
 N 574.736, 1341
 F 1.802, 067, 0095
 A 1' 07" 55" RTI
 D 0' 05" 35"
 R E1,486.70
 L 1,214.67
 I E07.35
 SE HC
 DESIGN SPEED 50 MPH

TO BE REMOVED
 CB33
 TOP-589.13
 INV-586.68

TO BE REMOVED
 CB32
 TOP-584.20
 INV-585.38

210

211 DELTON ECKART AND WIFE, JANET L. ECKART

DELTON ECKART

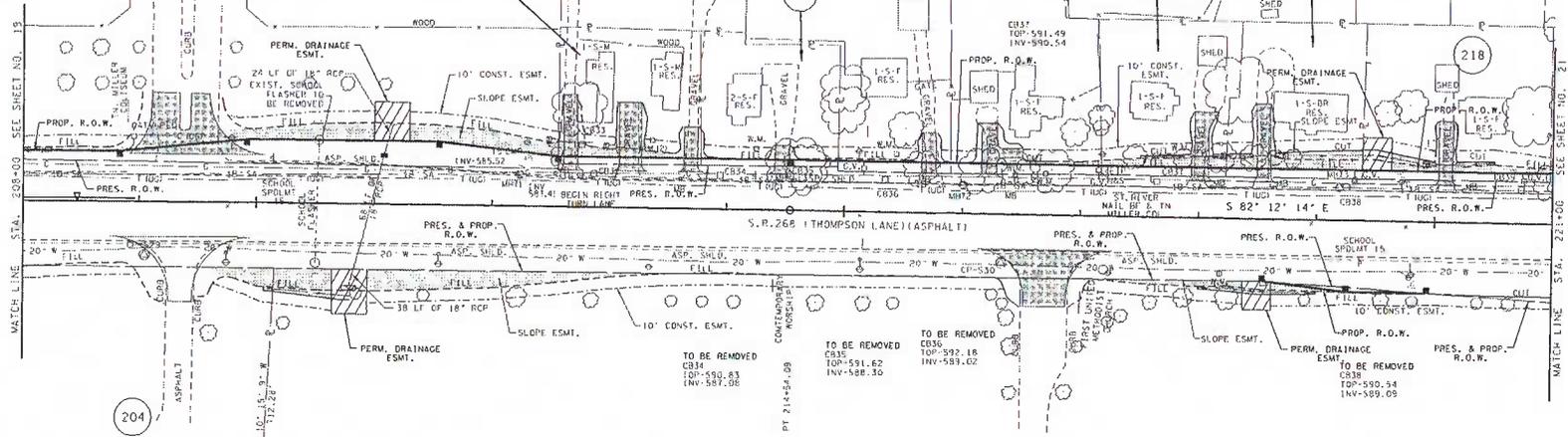
215

216

217

220

TO BE REMOVED
 CB39
 TOP-590.12
 INV-588.70



MATCH LINE STA. 208+00 SEE SHEET NO. 19

MATCH LINE STA. 221+00 SEE SHEET NO. 21

R.O.W.
PLANS

SCALED BY

COORDINATES ARE NAD83/9951, ARE DATUM ADJUSTED BY THE FACTOR OF 1.000019 AND TIED TO THE TBM. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PRESENT LAYOUT

STA. 208+00 TO STA. 221+00

SCALE: 1" = 50'

7/27/2020 3:15:54 PM
 2013-98-0201-RR-268 Thompson Lane/Access/US66-DD-R/W Revision 3-16-20/Updated Plans/20-20

RUTHERFORD COUNTY

FIRST UNITED METHODIST CHURCH

**State of Tennessee Department of Transportation
Offer to Acquire Real Property**

ROW FORM-17B
Revision 11-26-2013

STATE PROJ. #:75078-2206-54
FED PROJ. #: STP-M-268(4)
PIN #: 115906.00

COUNTY/S Rutherford
TRACT #: 204
NEGOTIATOR: Gregory Bogard
DATE PRINTED: APRIL 28, 2021

The following offer is not less than the approved appraisal of the fair market value of the property including, where applicable, damages to the remainder.
This offer does does not include payment for the purchase of one or more uneconomic remainders.

	A	B
	IMPROVEMENTS ACQUIRED	IMPROVEMENTS RETAINED
LAND (FEE SIMPLE)	\$7,665.00	SAME AS A
PDE	\$0.00	SAME AS A
AIR RIGHTS	\$0.00	SAME AS A
AVIGATION EASEMENT	\$0.00	SAME AS A
ACCESS CONTROL	\$0.00	SAME AS A
IMPROVEMENTS	\$6,311.00	\$6,311.00
DAMAGES	\$0.00	SAME AS A
SPECIAL BENEFITS	\$0.00	\$0.00
SLOPE EASEMENT	\$3,518.00	SAME AS A
TCE	\$6,524.00	SAME AS A
APPROVED COMPENSATION	\$24,018.00	\$0.00
UTILITY ADJUSTMENT	\$0.00	SAME AS A
OTHER	\$2.00	SAME AS A
GRAND TOTAL	\$24,020.00	\$0.00

RESIDENTIAL RELOCATION (See RA Form 109)
BUSINESS RELOCATION (See RA Form 116)

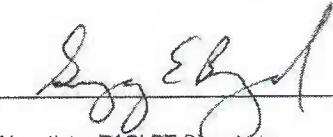
This offer includes payment for the following improvements:

This offer does not include payment for the following improvements as they are owned by others:

The original of this form was delivered to Trey Lee on .

who had or were furnished a copy of the Acquisition Brochure.

04/28/2021
Date


Negotiator TABLET Signature

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
SELLER'S ACKNOWLEDGMENT OF SALE PRICE AND CONDITIONS

STATE PROJECT 75078-2206-54
FEDERAL PROJECT STP-M-268(4)
COUNTY/S Rutherford
TRACT # 204

OFFICE USE ONLY	
REC'D:	_____
INV #:	_____
RG #:	_____
DEPT:	_____
TX #:	_____
Approve:	_____

- A. The Seller hereby offers and agrees to convey to the Department the interest(s) in the lands identified as TRACT 204 on the right-of-way plans for the above referenced project upon the Department tendering the price of \$24,020.00, said tract being further described on the attached legal description. In the event of subsequent plans revisions, this sale price may be adjusted and shall be evidenced by a new ROW Form 30A.
- B. The Department shall pay for the expenses of title examination, preparation of instrument of conveyance, and recording of deed. The Department will reimburse the Seller for reasonable and customary fees charged by lienholders to obtain necessary releases of any liens upon the property acquired by the Department. Real estate taxes will be prorated pursuant to TCA § 67-5-203.

The following terms and conditions will also apply unless otherwise indicated:

- C. Retention of Improvements Does Not Retain Improvements Not Applicable
If applicable, Seller agrees to retain improvements under the terms and conditions stated in ROW Form-32A attached to this document and made a part of this acknowledgment.
- D. Utility Adjustment Not Applicable
If applicable, Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him/her. The price offered includes _____ to reimburse the Seller for such expenses.

E. Other:

- F. The Seller states in the following space the name of any Lessee of any part of the property to be used and the name of any other parties having any interest of any kind in said property.

- G. The Seller agrees not to change the condition of the property being conveyed between the date of signature and the date the property is conveyed to the Department and understands that any costs incurred by the Department due to non-compliance are the responsibility of the Seller.

SELLER(S):

Date Rutherford County

Date RUTHERFORD COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF TENNESSEE

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Rocky Fork Elementary
200 Thunderstorm Lane
Smyrna, TN 37167
615-904-6785



Mr. Scott Bolden
PRINCIPAL

Mrs. Mindy Simpson
ASSISTANT PRINCIPAL

April 27th, 2021

Dear Mr. Lee:

Braxton Johnson from Boy Scout Troop 248 has requested to complete his Eagle Scout Project here at Rocky Fork Elementary/Middle. This project will be at no cost to the school or school board. It will be fully funded by the scout and his troop. His proposal includes the cleaning up of the Towns Cemetery that is located on the ground of Rocky Fork Elementary and Rocky Fork Middle. This project is being undertaken not for any specific department other than general improvement of the grounds, as well as making the area usable for general education purposes.

Sincerely,

A handwritten signature in cursive script that reads "Scott Bolden".

Mr. Bolden

Rutherford County Schools

Application for Campus Construction Project

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

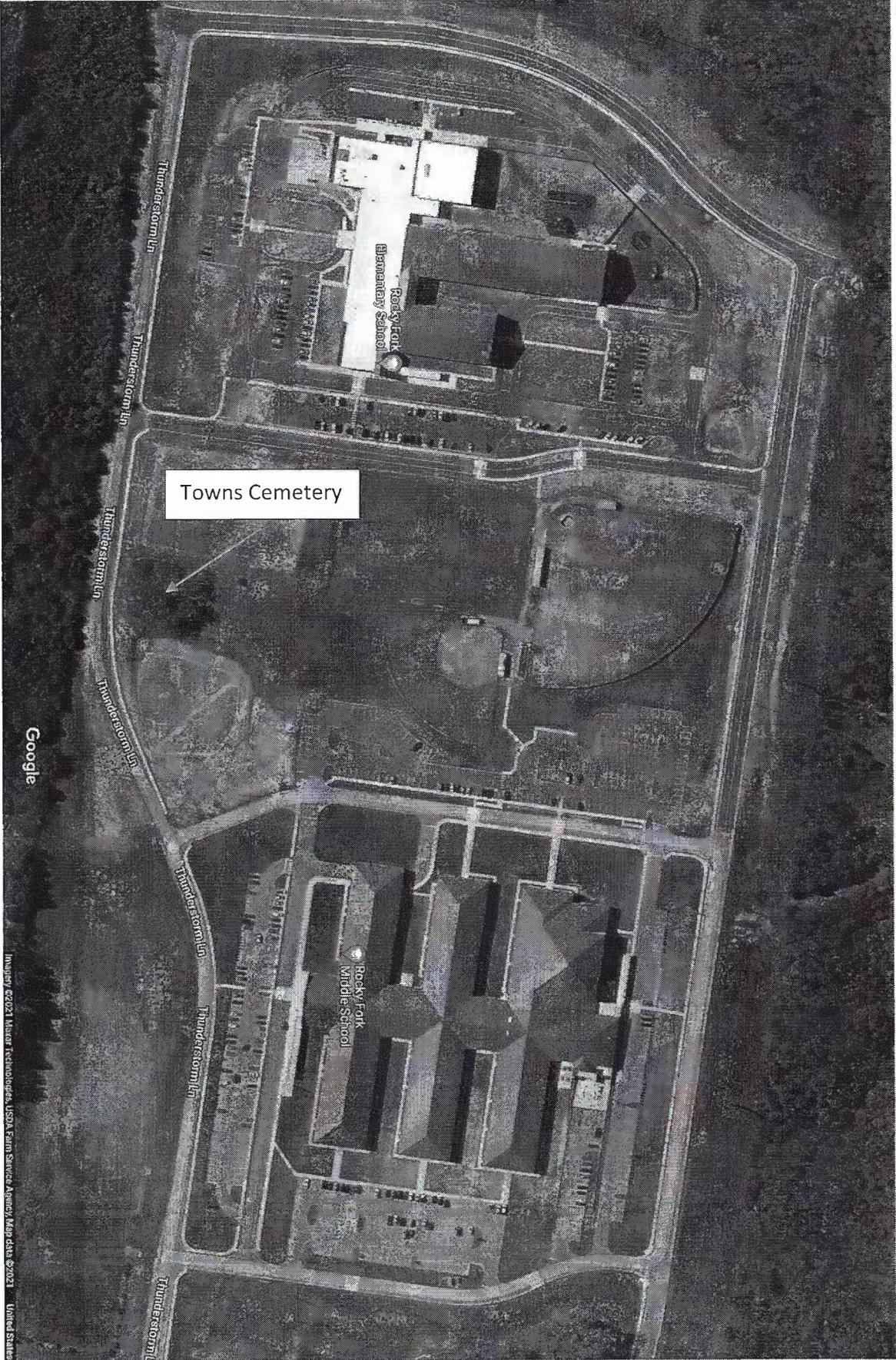
1. School Name?- Rocky Fork Elementary School
2. Principal? - Scott Bolden
3. Project Name? - Towns Cemetery Cleanup – Eagle Scout Project for Braxton Johnson
4. Assistant Principal who is overseeing the project? - Mindy Simpson
5. Does project support recreational sports, athletics or education? - Education. By cleaning up the Cemetery, it will be more maintainable and useable by both Rocky Fork Elementary and Rocky Fork Middle School students.
6. Does this project meet all gender equity criteria? - Yes
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.) - This project is being undertaken not for any specific department other than general improvement of the school property and grounds, as well as making the area usable for general education purposes.
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate. - There are no anticipated costs other than the manual labor provided by Scouts BSA Troop 248 for this project.
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. - No funding sources will be required.
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? – N/A

Do construction plans meet criteria for funding? – N/A
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan? – N/A

12. Do you have a site layout showing where this project will be constructed on campus? – Yes, Please see attached map of the area documenting the Cemetery.
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? – Yes, the location is existing and has no conflicts with utilities or easements. Mr. Trey Lee has been consulted about this project due to his familiarity with the grounds during construction of Rocky Fork Middle and Elementary Schools.
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? – N/A
15. Are plans drawn and stamped by Architect/ Engineer? – N/A
16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes) – Braxton, with assistance from his Eagle Project Coach Derek Johnson, contacted TRC Solutions, the Tennessee Department of Environment and Conservation and the Tennessee Historical Commission for guidance on how to perform cleanup of this site. TRC Solutions is the firm who documented the cemetery after it was uncovered during site preparation for Rocky Fork Middle School.
17. What is your timeline for completion of project? When will it start and when will it be completed? – The plan is to complete the project over a couple of weekends in June of 2021. This timeline is subject to approvals from the Rutherford County School Board as well as overall approval from the Boy Scouts of America of Braxton's Eagle Project.
18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services. – There will be no cost to the project. All labor will be provided by scout troop members and their families.
19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work? – The project will be supervised by the Tennessee Historical Commission, Mr. Graham Perry, along with Scouts BSA Troop 248 leaders. Braxton's Eagle Scout Project Coach is Mr. Derek Johnson, Assistant Scoutmaster for Troop 248.

Attachment:

Bomar Construction Towns Cemetery Report



Towns Cemetery

Google

Imagery ©2021 Mapbox Technologies, USDA Farm Service Agency Map data ©2021 United States



1865 Air Lane Drive
Suite 9
Nashville, TN 37210

615.884.4430 PHONE
615.884.4431 FAX

www.TRCSolutions.com

February 11, 2016

Cory Eldridge
Bomar Construction Company
2949 Brick Church Pike
Nashville, Tennessee 37207

**RE: Letter Report of the Mapping and Research of the Towns
Cemetery Located off of Rocky Fork Road, Rutherford County,
Tennessee**

Dear Cory,

The following is our letter report for the above referenced project. Please contact me with any questions or concerns.

A handwritten signature in cursive script that reads "Jared Barrett".

Jared Barrett, MA, RPA
Project Manager / Archaeology

Introduction

In January and February 2016, TRC conducted a reconnaissance level survey of the Towns Cemetery located east of I-24 and southwest of Smyrna in Rutherford County, Tennessee (Figures 1 and 2). The objective of the assessment was to document, map, and recommend an avoidance boundary around the cemetery.

Prior to initiating fieldwork, TRC conducted preliminary research at the Tennessee Division of Archaeology (TDOA) and the Tennessee Historical Commission (THC), located in Nashville, Tennessee. TRC also conducted research in at the Rutherford County Register of Deeds and the Rutherford County Archives. The purpose of the background research was to determine if the cemetery had been previously recorded. Both TDOA and THC survey records indicate that the cemetery has never been recorded. A previous survey of cemeteries of Rutherford County recorded the Towns Cemetery but incorrectly placed it approximately 0.35 miles to the south of its current location (Daniel 2005).

Methods Employed and Description of Investigation

A TRC crew conducted a reconnaissance level survey and visual examination of the Towns Cemetery on January 29 and February 2 and 3, 2016. The purpose of the investigation was to delineate the boundaries of this cemetery, produce a map of it, and make recommendations on how best to protect the area during development activities on the property. The primary goal of this project was to identify all existing stone markers and to search for additional unmarked graves in order to more clearly establish boundaries for the cemetery. The search for additional graves was carried out by probing along the eastern edge of the cemetery to determine its horizontal limits. The investigation made use of 3.5 foot long, 1/8 inch diameter steel rods, attached to "T" handles and fitted with replaceable case hardened steel tips. Probing with these tools allows investigators to locate possible grave pits by feel; the soil filling grave pits will be loose and easy to penetrate to the full extent of the probe, in sharp contrast with the resistance offered by the surrounding compacted subsoil.

During the survey all unmarked head and footstones were located throughout the Towns Cemetery. A blue pin flag was labeled with the burial number and placed at each burial identified at the cemetery. TRC personnel produced a map of the cemetery, showing all grave markers, grave depressions, surrounding terrain, and a recommended avoidance boundary. The avoidance boundary was marked off with yellow caution tape and recorded with a sub-meter Trimble GPS unit. This boundary is discussed below and photographs of the site and the investigations were taken for general documentation.



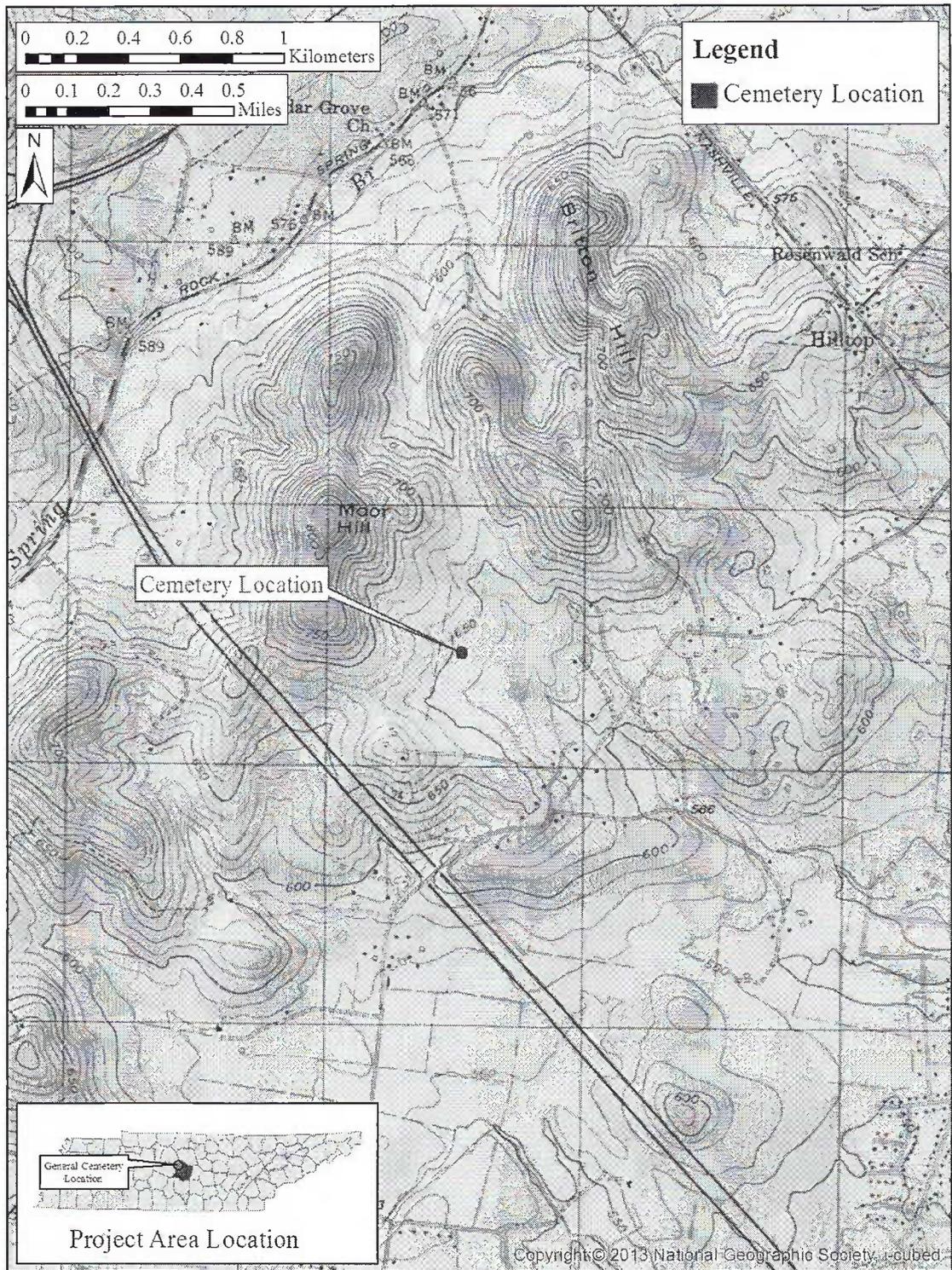


Figure 1. Excerpt of the Smyrna, TN USGS 7.5" Quadrangle showing the location of cemetery.

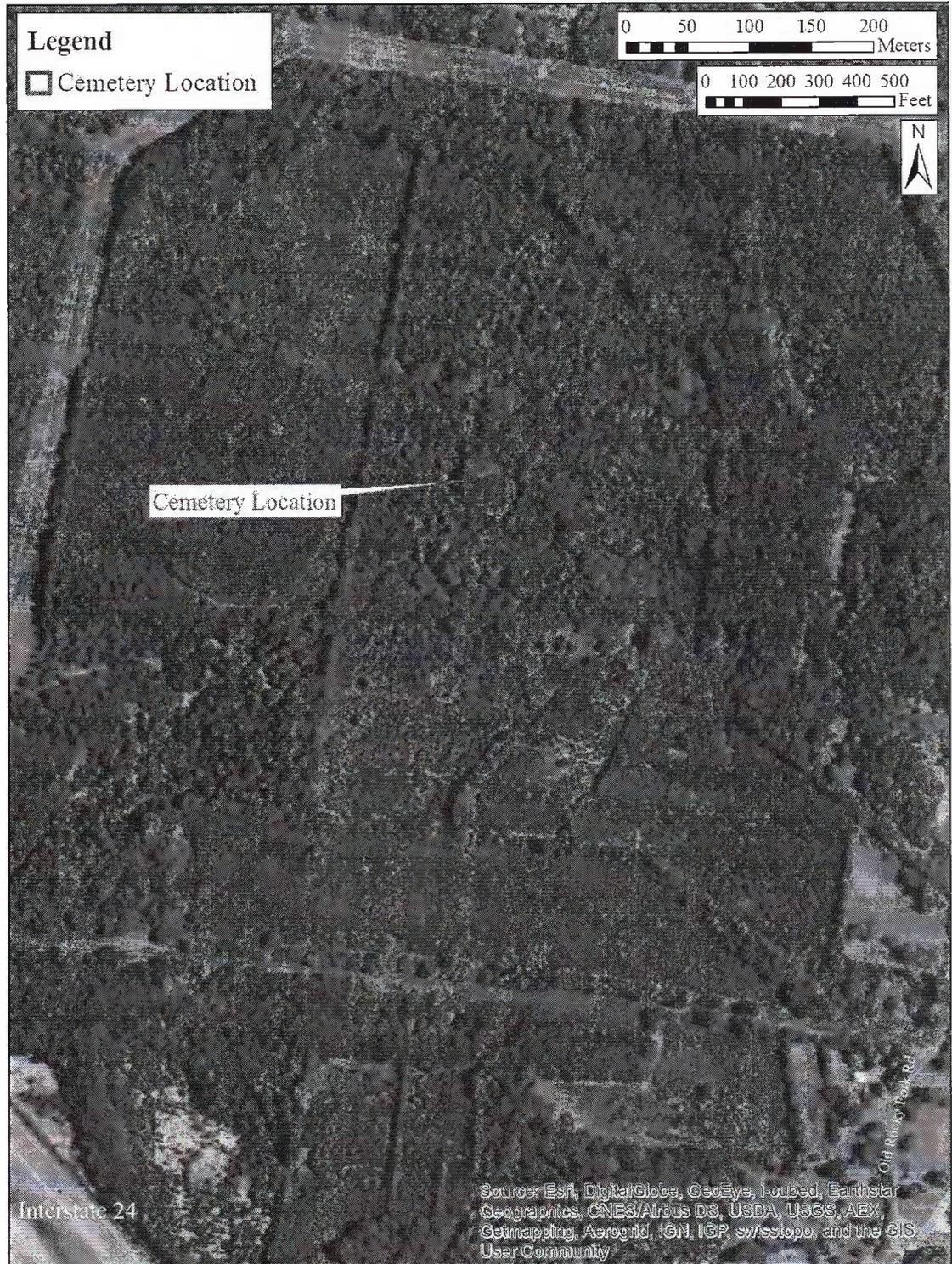


Figure 2. Aerial view of the cemetery location prior to the removal of the surrounding trees to the west and south.

Description and Results of Investigation

The Towns Cemetery consists of a late nineteenth and early twentieth century cemetery situated within a wooded lot approximately 2037 feet (621 m) northwest of Rocky Fork Road. It is located within a cluster of secondary growth trees (Figures 3 and 4). Overall, the cemetery exhibits poor integrity due to neglect. As a result, the grounds are overgrown with a combination of assorted bushes, dead tree falls, and saplings (Figure 5). No cemetery vinca was found at the cemetery. A raised earthen berm was identified and makes up the entire western edge of the cemetery. This earthen berm also continues along the north and south edges of cemetery (Figure 6). The earthen berm measures approximately 0.30 to 0.61 m (1 to 2 feet) tall and 1.4 m (4.6 feet) wide. No sign of the earthen berm was found along the eastern edge of the cemetery. Sufficient subsurface probing along the eastern edge of the cemetery was carried out in order to identify any graves in this area. An area measuring approximately 25 x 7 m (83 x 23 feet) along the eastern edge of the cemetery was subjected to subsurface probing. No graves were identified within the area subjected to subsurface probing.

The results of the survey determined the presence of approximately 43 graves and depressions, most of which are in poor condition (Figure 7). The graves are all oriented east to west. The cemetery boundary is well defined based on the raised earthen berm that makes up its north, west and south boundaries. Based on the placement of the grave depressions and the raised berm surrounding its boundary, the cemetery measures approximately 30.5 m N/S x 18.6 m E/W (100 x 61 feet). A thorough ground inspection of the cemetery revealed no inscribed or marked grave markers. The survey did identify 22 unmarked in situ fieldstone headstone markers and 18 unmarked in situ fieldstone footstone markers (Figure 8). Most of these consisted of rough limestone pieces. Only the headstone for Burial 39 exhibited any kind of carving, with its outer edges appearing to have been cut to form a point in its center (Figure 9). Most of these consisted of rough limestone pieces. A total of 16 graves consisted of only a surface depression with no associated fieldstones (Figure 10). Four of the burials identified appear to be the collapsed remains of aboveground monuments constructed out of shaped limestone blocks (Figure 11). This aboveground monument would have been configured in a rectangular shaped structure. These types of monuments are found at cemeteries throughout middle Tennessee. See Figure 12 for an intact example of one of these monuments from a previously surveyed cemetery in neighboring Wilson County. These structures typically stand between three to four feet high but the four identified at this cemetery were all collapsed and in poor condition.

TRC Historian David Price conducted background history research on the Towns Cemetery on February 8, 2016, at the Rutherford County Register of Deeds office and the Rutherford County Archives. Online census records and the 1878 D.G. Beers Map of Rutherford County were also consulted for information on the Towns family members buried in the cemetery.



Figure 3. Overview of Towns Cemetery, facing east.



Figure 4. Overview of Towns Cemetery, facing north.



Figure 5. Overview of Towns Cemetery, looking northwest.



Figure 6. View of earthen berm along the western edge of the cemetery, facing southwest.

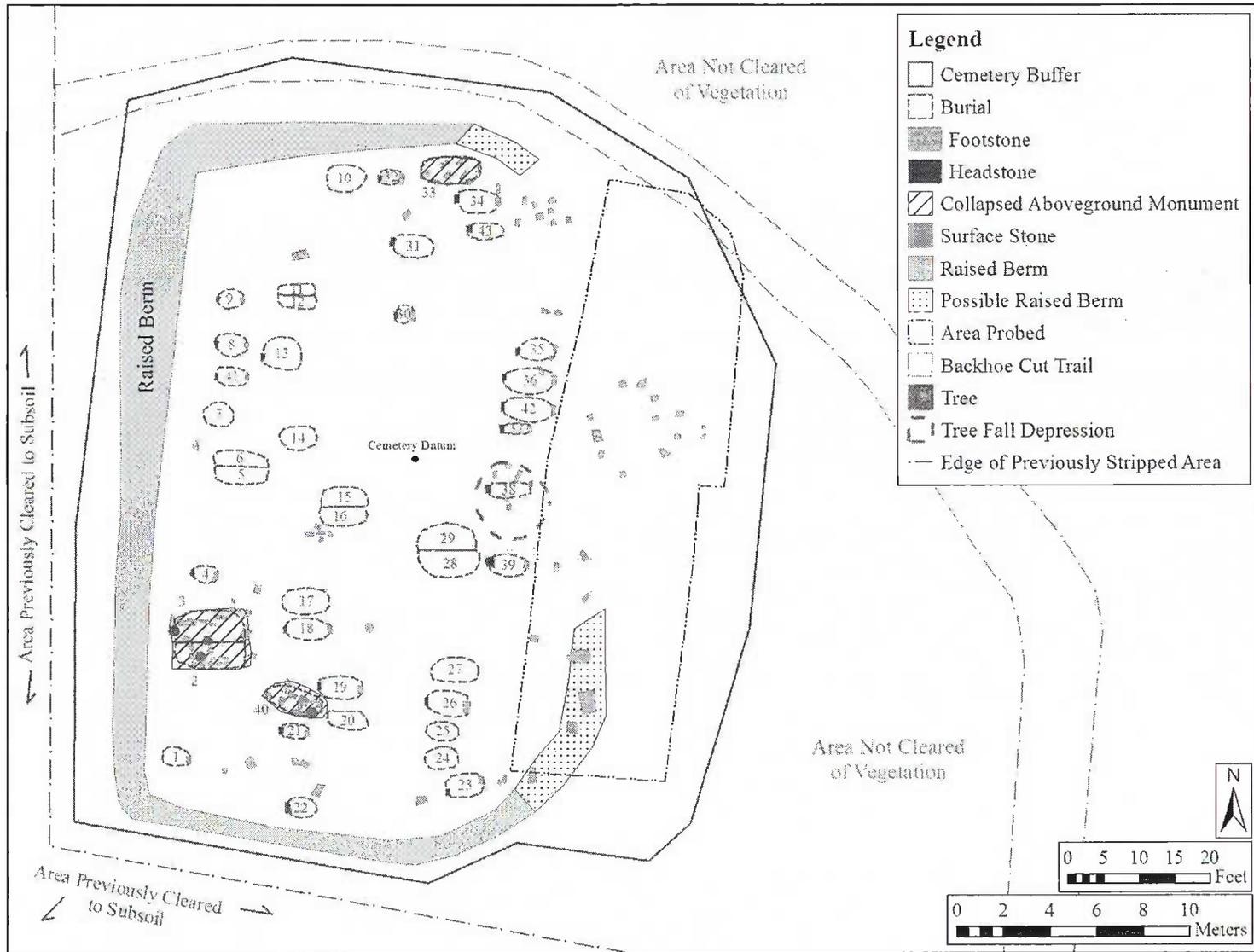


Figure 7. Map of the Towns Cemetery showing the location identified burials and the avoidance boundary around the cemetery.



Figure 8. View of unmarked, in situ, grave fieldstones identified at Burial 26, facing northeast.



Figure 9. Shaped, cut unmarked headstone at Burial 39, facing east.



Figure 10. An example of an unmarked, grave depression identified at the cemetery (Burial 17), facing northeast.



Figure 11. Collapsed above ground monuments at Burials 2 and 3, facing northwest.



Figure 12. Example of intact above ground monument previously surveyed at the Ozburn Cemetery in neighboring Williamson County, facing southeast.

According to local informants, Ann Towns and her son Ben who live near the cemetery property on Rocky Fork Road, the cemetery is known as the Towns Cemetery (Daniels 2005). The Towns Cemetery is documented in the 2005 Rutherford County Cemetery Survey, which assigned the cemetery a survey number (673), included information on the twelve known burials in it, and mapped it on the Smyrna quadrangle topographic map (Figure 13). Additional research and information from the Rutherford County Archives Director, John Lodl, revealed that the Towns Cemetery location was marked on the topographic map using informal word of mouth information and was not verified with a site visit. As a result, the Towns Cemetery location was not mapped correctly and is shown at the site of what is actually the Long Cemetery (Daniels 2005).

According to the 2005 Rutherford County Cemetery Survey, the Towns Cemetery contains twelve known burials, including those of William Carroll Towns (1822-1895) and his wife Lucinda Covington Towns (1830-1899), and ten other Towns family members (Daniel 2005). The information on these burials, including names and dates, was provided to the county survey by local informant Vernon H. Traylor via his mother, Sarah Elizabeth Towns Traylor, granddaughter of William Carroll Towns. For a complete list of these names see Table 3. None of these names could be directly linked to any of the burials identified at the Towns Cemetery during the current survey due to a lack of any marked headstones.

Deed research produced a partial chain of title for the cemetery property that stretches from the present back through the twentieth century and into the end of the nineteenth century. This research revealed that the cemetery property, located in Rutherford County's District 3, changed ownership nine times during the twentieth century. It was not owned by anyone named Towns during that time period. The earliest clear deed for the property is dated 1896, when it was purchased by T.B. Akin from W.G. Akin (Rutherford County Deed Books). At this point the chain of title became difficult to follow due to inconsistencies in the ways the property description and ownership were recorded. Additional chain of title research will be necessary to trace the cemetery property's ownership further back into the nineteenth century.

The 1880 U.S. population census recorded William Carroll Towns and Lucinda Covington Towns in Rutherford County's District 6, which is immediately east of District 3 where the cemetery is located (Figure 14). William was 58 years old in 1880 and his occupation was listed as "Farmer." Lucinda was 50 years old and worked in the home. The couple had two daughters, 19-year old Martha and 16-year old Ella, both living at home. The family does not appear in the remnants of the 1890 census, which was destroyed by fire.



Figure 13. Excerpt of the location map from the Rutherford County cemetery survey showing the mapped location of the Towns Cemetery in relation to its actual location.

Table 1. Names of people buried at the Towns Cemetery recorded during the Rutherford County cemetery survey (Daniels 2005).

Name	Birth Date	Death Date	Other Information
William Carroll Towns	1822	Sep. 5, 1895	
Lucinda Covington Towns	1830	Nov. 21, 1899	Wife of William Carroll Towns
Everett Towns	June 14, 1893	July 17, 1909	
Arthur Carter's baby	1930s		
Jennie Towns	July 16, 1888	May 16, 1889	
Infant Daughter			Daughter of Mack and Betty Sims Towns
Levi Towns	Jan. 31, 1887	Nov. 17, 1890	
Fannie Towns Thurston	Jan. 23, 1882	Nov. 25, 1909	
Maggie Young Towns	Apr. 24, 1866	Oct. 19, 1913	
Mary Ann Towns Spann			No Dates
Sally Young Towns	Jan 6, 1864	Oct. 23, 1889	
Gracey Spann			No Dates



Figure 14. 1878 D.G. Beers and Company Map of Rutherford County illustrating the approximate location of the Towns Cemetery.



Conclusions and Recommendations

TRC has placed yellow caution tape with metal stakes around the entire Towns Cemetery. TRC considers the cemetery as relatively well defined at its location on a nearly level knoll. Terrain to the east of the cemetery slopes downward and TRC considers the likelihood for the presence of graves outside the yellow caution tape as extremely low. The earthen berm to the north, west and south of the cemetery is at least five feet from the nearest grave. The earthen berm is not present along the eastern boundary of the cemetery. Surface reconnaissance and subsurface probing to the east of this area identified no potential grave locations. A 30 foot buffer extending from the furthest eastern grave was used to assure that no additional graves will be impacted by development. The earthen berm was used to demarcate the boundary of the cemetery to the north, west, and south. We also recommend the location and other information regarding the Towns Cemetery be recorded with the Tennessee Division of Archaeology in Nashville, which TRC can coordinate at no additional cost.

Tennessee state law includes a variety of provisions that are applicable to the discussion of the cemetery. Two of these laws, the Desecration of a Venerated Object statute (TCA 2016b), and the Abuse of Corpse statute (TCA 2016a) provide for protection against intentional disturbance of cemeteries, burial sites, and human remains. In accordance with these laws, TRC recommends that avoidance measures be instituted for all areas within the area marked off with yellow caution tape at the cemetery. These measures should include efforts to clearly distinguish the boundaries of the cemetery on project maps for the planned development of the area by Rutherford County Schools.

If the location of the cemetery cannot be avoided during the planned development of the area by Rutherford County Schools, Tennessee state law provides procedure to legally move a cemetery. The Termination of Cemetery statutes (TCA 2016c) provide a procedure for legally disinterring gravesites if avoidance proves impossible. According to these statutes, a landowner having property containing a burial ground can receive permission from the Chancery Court to move the graves if it can be shown that: 1) the burial ground is abandoned, 2) the burial ground is neglected, or 3) conditions exist that render the burial site improper as a resting place for the dead. If any one of these conditions are established, the Chancery Court can grant the property owner permission to move the graves and rebury them elsewhere.



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2016b *Desecration of a Venerated Object*. Title 39, Chapter 17, Section 311. Available online at <https://www.lexisnexis.com/hottopics/tncode/>. Site accessed February 5, 2016.

2016c *Termination of Use of Land as Cemetery*. Title 46, Chapter 4, Sections 101–104. Available online at <https://www.lexisnexis.com/hottopics/tncode/>. Site accessed February 5, 2016.

