

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

**July 22, 2021
5:00 P.M.**

AGENDA

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

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

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: June 10, 2021 Board Meeting
June 24, 2021 Special Called Zone Exemption Appeals Meeting
June 24, 2021 Special Called Board Meeting
July 13, 2021 Policy Committee Meeting**

B. Community Use of Facilities

C. Agreements for Transporting Students to Tennessee School for the Blind (TSB)

Murfreesboro City Schools: This agreement is for the provision of transportation services for students from Murfreesboro City School System on Rutherford County buses that currently go to the Tennessee School for the Blind (TSB). This service has been provided in the past on a space available basis. The Murfreesboro City school System will reimburse Rutherford County \$49.35 per student per day for transportation to TSB.

Bedford County Board of Education: This agreement is for the provision of transportation services for students from Bedford County Board of Education on Rutherford County buses that currently go to the Tennessee School for the Blind (TSB). This service has been provided in the past on a space available basis. The Bedford County Board of Education will reimburse Rutherford County \$49.35 per student per day for transportation to TSB.

Cannon County Board of Education: This agreement is for the provision of transportation services for students from Cannon County Board of Education on Rutherford County buses that currently go to the Tennessee School for the Blind (TSB). This service has been provided in the past on a space available basis. The Cannon County Board of Education will reimburse Rutherford County \$49.35 per student per day for transportation to TSB.

D. Continuation of the Collaboration Agreement with Mid-Cumberland Head Start

E. Contractual Agreement with NHC Rehabilitation

F. Contractual Agreement with Feltz Therapy Services, LLC.

G. Contractual Agreement with Genesis Learning

H. Routine Bids: Bid #3538 - Non-Food Paper Products for School Nutrition

Bid #3539 - Sodding, Sprigging, and Seeding

Bid #3540 - L.P. Gas

Bid #3541- Custodial Equipment/Supplies

Bid #3542 - PE Uniforms

Bid #3543 - Laminating Film

Bid #3544 - Athletic Training Supplies

Request to Purchase:

Eagleville School would like to purchase a John Deere Z915E ZTrak 60” Deck Mower from Sourcewell Grounds Maintenance 031121-DAC Contract from Deere & Company at a cost of \$7,599.13. To be funded through Eagleville School.

I. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Katelyn Archibald	NTE \$1,500.00	Blackman Middle	School Funds-Cheerleading	Assistant Football Cheer Coach
Brydon Groves-Scott	NTE \$1,800.00	Blackman Middle	School Funds-Track	Assistant Track Coach
Brydon Groves-Scott	NTE \$1,800.00	Blackman Middle	School Funds-Cross Country	Assistant Cross-Country Coach
John Pierce	NTE \$5,000.00	Blackman Middle	School Funds-Football, Baseball, softball, Soccer, & Gen Athletics	Mowing, weed eating, fertilizing, trash pickup and other field maintenance
Jennifer Polston	NTE \$1,800.00	Blackman Middle	School Funds-Cheerleading	Assistant Basketball Cheer Coach
Sedonia Thompson	NTE \$1,200.00	Blackman Middle	School Funds-Girls Basketball	Assistant Girls Basketball Coach

Kevin Wright	NTE \$525.00	Oakland High	School Funds-Baseball	Announcer for State Tournament
Kevin Wright *6	NTE \$1,045.00	Oakland High	School Funds-Girls&Boys Basketball	Summer Bus driving
Trent Carrier	NTE \$2,500.00	Riverdale	School Funds-Baseball	Assistant Baseball Coach
Trent Carrier	NTE \$400.00	Riverdale	School Funds-Baseball	Baseball Camp
Shiloh Edging	NTE \$1,500.00	Riverdale	School Funds-Baseball	Assistant Baseball Coach
Kendrik Cron	NTE \$2,500.00	Riverdale	School Funds-Baseball	Assistant Baseball Coach
Kendrick Cron	NTE \$400.00	Riverdale	School Funds-Baseball	Baseball Camp
Elizabeth Proctor	NTE \$2,500.00	Riverdale	Riverdale Softball Boosters	Summer Camp
Elizabeth Proctor	NTE \$500.00	Riverdale	Riverdale Softball Boosters	Assistant Softball Coach
Brianna Harrell	NTE \$5,000.00	Rock Springs Middle	Victory Church	Facility Supervisor
Greg Baughn *6	NTE \$2,000.00	Rockvale High	Various School Accounts	Bus Driver
David Givens *6	NTE \$2,000.00	Rockvale High	Various School Accounts	Bus Driver
Kevin Jones *6	NTE \$2,000.00	Rockvale High	Various School Accounts	Bus Driver
James Nelson *6	NTE \$2,000.00	Rockvale High	Various School Accounts	Bus Driver
Jeff Pick *6	NTE \$2,000.00	Rockvale High	Various School Accounts	Bus Driver
Michele Burke	NTE \$1,000.00	Siegel High	School Funds-Girls Basketball	Assistant Girls Basketball Coach
Dallas Hill	NTE \$2,500.00	Siegel High	School Funds-Admin	Morning & Afternoon School Bus Duty
Michael Bartlett	NTE \$600.00	Stewarts Creek	School funds-Baseball	Baseball Camp
Thomas Chestnut	NTE \$6,000.00	Stewarts Creek	School Funds Band + Music Boosters	Sectional Coaching
Michael Chester	NTE \$6,000.00	Stewarts Creek	School Funds Band + Music Boosters	Band Camp - Summer (Marching) + Winter (Concert)

Alexis Yatuzis-Derryberry	NTE \$6,000.00	Stewarts Creek	School Funds Band + Music Boosters	Band Camp - Summer (Marching) + Winter (Concert
Brain Howard	NTE \$600.00	Stewarts Creek	School Funds-Baseball	Baseball Camp
Brittany Jerrell	NTE \$6,000.00	Stewarts Creek	School Funds Band + Music Boosters	Band Camp - Summer (Marching) + Winter (Concert
Andrew Lynn	NTE \$6,000.00	Stewarts Creek	School Funds Band + Music Boosters	Band Camp - Summer (Marching) + Winter (Concert
Andrew Smeltzer	NTE \$600.00	Stewarts Creek	School Funds-Baseball	Baseball Camp
Alexis Yatuzis-Derryberry	NTE \$2,000.00	Stewarts Creek Middle	Stewarts Creek Middle Music Boosters	Percussion Instruction
Tania Canchola-Zarate	NTE \$500.00	Eagleville High	School Funds-Band	Sectionals and Fundamental
Rosa Palacios	NTE \$1,491.00	Eagleville High	School Funds-Band	Color Guard Instructor
Jacob Breed	NTE \$7,500.00	Oakland High	Oakland High Band Boosters	Color Guard Instructor
Daniel Percell	NTE \$7,500.00	Oakland High	Oakland High Band Boosters	Color Guard Instructor
Nick Peterson	NTE \$2,000.00	Riverdale	School Funds-Baseball	Assistant Baseball Coach
Tommy Bogle	NTE \$500.00	Rock Springs Middle	School Funds-Football	Football Scorekeeper
Preston Bailey	NTE \$10,000.00	Rockvale High	School Funds-Band	Instrumental Coaching + Tutoring
Kyle Etges	NTE \$10,000.00	Rockvale High	School Funds-Band	Saxophone lessons + band camp sectionals
Matthew Johnson	NTE \$10,000.00	Rockvale High	School Funds-Band	Trombone lessons+ band camp sectionals
Chris Mondak	NTE \$10,000.00	Rockvale High	School Funds-Band	Jazz Band sectionals + Bass lessons
Rebecca Murphy	NTE \$10,000.00	Rockvale High	School Funds-Band	Music lessons/instruction
Jovan Quallo	NTE \$50.00/Hour	Rockvale High	School Funds-Band	Individualized saxophone instruction in various genres
Austin Barry	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Band Staff
Casey Brefka	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Rehearse jazz band/perform concerts
Evan Clifton	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Private lessons
Michael George	NTE \$20/lesson	Siegel High	Siegel High Band Boosters	Individual + Group lessons

Nikolaj Hmeljak	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Define marching techniques and improving student's ability to march
Phillip Kigaita	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Teach marching technique + music
Greg Lawson	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Teaching private lessons + sectionals
Tonya Lawson	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Private lessons
Kyle Ramsey	NTE \$13,200.00	Siegel High	Siegel High Band Boosters	Instructing marching band students/managing percussion operations
Claudia Wigger	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Color Guard tech
John Baudendistel	NTE \$1,000.00	Smyrna High	Smyrna High Band Boosters	Percussion/writing
David Hobbs	NTE \$500.00	Smyrna High	Smyrna High Band Boosters	Instructor
Preston Bailey	NTE \$2,000.00	Stewarts Creek High	School Funds-Band+Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Elizabeth Bullen	NTE \$2,000.00	Stewarts Creek High	School Funds-Band+Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Rex Davis	NTE \$2,000.00	Stewarts Creek High	School Funds-Band+Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Keith Dudek	NTE \$2,000.00	Stewarts Creek High	School Funds-Band+Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Jessica Dunnivant	NTE \$2,000.00	Stewarts Creek High	School Funds-Band+Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Matthew Jefferson	NTE \$2,000.00	Stewarts Creek High	School Funds-Band+Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Tara Johnson	NTE \$2,000.00	Stewarts Creek High	School Funds-Band+Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Allison Meek	NTE \$2,000.00	Stewarts Creek High	School Funds-Band+Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring

Jovan Quallo	NTE \$2,000.00	Stewarts Creek High	School Funds-Band+Stewarts Creek High Music Boosters	Individual saxophone instruction in various genres
Garen Webb	NTE \$2,000.00	Stewarts Creek High	School Funds-Band+Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Jennifer Zimmerer	NTE \$2,000.00	Stewarts Creek High	School Funds-Band+Stewarts Creek High Music Boosters	Instrumental Coaching + Tutoring
Elonda Bethea *2	Hourly	Blackman Middle	School Funds – Clubs/Athletics + Outside Groups	Additional custodial work for the 2021-2022 school year
Andrea Carson *2	Hourly	Blackman Middle	School Funds – Clubs/Athletics + Outside Groups	Additional custodial work for the 2021-2022 school year

**Unless listed as an hourly rate

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

J. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coaches are for the 2021-2022 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Preston Bailey	Rockvale High School	Band
Christine Barham	Smyrna High School	Band
John Baudendistel	Smyrna High School	Band
Jacob Breed	Oakland High School	Band
Casey Breka	Siegel High School	Band
Tania Canchola-Zarate	Eagleville High School	Band
Skyler Cannon	Riverdale High School	Band
Evan Clifton	Siegel High School	Band
Issac Dortch	Smyrna High School	Band
Keith Dudek	Stewarts Creek High School	Band
Kyle Etges	Rockvale High School	Band
Micheal George	Siegel High School	Band
Nokolaj Hmeljak	Siegel High School	Band
David Hobbs	Smyrna High School	Band

Johnah Jaisen	Eagleville School	Band
Matthew Jefferson	Rockvale High School	Band
Gregory Lawson	Siegel High School	Band
Tonya Lawson	Siegel High School	Band
Christopher Mondak	Rockvale High School	Band
Rebecca Murphy	Rockvale High School	Band
Alex Noriega	Smyrna High School	Band
Daniel Percell	Oakland High School	Band
Jovan Quallo	Rockvale High School	Band
Kyle Ramsey	Siegel High School	Band
Claudia Wigger	Siegel High School	Band
Austin Barry	Siegel High School	Band
Zachary Toliver	Smyrna High Football	Football
Jason Tigg	Smyrna High Football	Football
Cedric Thompson	Christaina	Football
Russell Ehrenfeld	Stewarts Creek High	Football
Chris Truelove	Whitworth/Buchanan	Football
Dylan Woosley	Stewarts Creek High	Football
Carissa Ott	Rockvale Middle	Softball
Kim Smith	Rockvale Middle	Cheer
Sean Buchanan	Blackman High	Football
Demetris Sanders	Blackman High	Football
Kamron Cross	Whitworth/Buchanan	Volleyball
Gerald Griffin	Rockvale Middle	Football
Kevin McNulty	Rockvale Middle	Tennis
Ruben Fletcher	Rockvale Middle	Football
Megan Brewer	Rockvale High	Cheer
Timmie Clardy	Rockvale High	Football
Jamonn Brady	Smyrna Middle	Soccer Boys & Girls
Taylor Maylor	Smyrna Middle	Cheer
Brent Walker	Stewarts Creek High	Football
Jay McLemore	Eagleville	Wrestling
Chris Ellis	Eagleville	Boys basketball/softball
Boyd Evans	Oakland Middle	Baseball
Steve Music	Stewarts Creek High	Tennis
Chad Degnan	Central Magnet	Girls Soccer
Erin Anderson	Thurman Francis	Volleyball
Gabriel Reynolds	Stewarts Creek High	Girls Basketball

Mike Allen	Smyrna Middle	Football
Reynaldo Hill	Oakland Middle	Football
Forrest Freeman	Oakland Middle	Baseball
Travarus Holloway	Oakland Middle	Football
William Holliday	Rockvale High	Football
Rakel Hankins	Rockvale High	Volleyball
Kevin Phillips	Rockvale High	Football
Jaffarious Wade	Rockvale High	Girls Basketball

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

6. VISITORS

7. RECOGNITION

Chris Harris on being named new Athletics Director for Rutherford County Schools.

8. NAMING OF RIVERDALE HIGH SCHOOL FIELDHOUSE (TAB 2)

Riverdale High School would like to honor former principal and Rutherford County Schools Director, Hulon Watson by naming their newest facility the “Hulon Watson Football Fieldhouse”. Mr. Watson was inducted into the first Riverdale High School Football Hall of Fame for being credited with the development of Riverdale Football into an annual championship contender.

Recommended Approval---motion to approve the naming of Riverdale High Schools Football Fieldhouse after former principal and Rutherford County Schools Director Hulon Watson, as the “Hulon Watson Football Fieldhouse”.

9. LEGAL (TAB 3)

1. YMCA Contract Renewal

The YMCA is requesting the renewal of the agreement with RCS to continue before and after school FUN Company programs. The YMCA has extended its standing discounts for employees. The YMCA will pay \$2.00 per week per child based on the average number of children in attendance each week. This agreement would run until July 1,2025.

Recommended Approval---motion to approve the YMCA Fun Company Contract Renewal as presented.

2. Policy Adoption – First and Final Reading

The below policy changes are recommended on the first and final reading due to state law requiring these to be effective by the beginning of the 21-22 school year:

- a. **Policy 1.8011: Emergency Closings***
Removed language regarding designating certain employees “essential” made illegal by Pubic Chapter 384.
- b. **Policy 3.205: Security***
Added new cybersecurity requirements from Public Chapter 335. Cleaned up language.
- c. **Policy 4.301: Interscholastic Athletics***
Updated to include requirements of Public Chapters 40 and 272, which limits sports to biological sex, requires code of conduct for coaches, and training related to severe weather and other safety protocols.
- d. **Policy 4.605: Graduation Requirements***
Reduces the number of credits needed to graduate early under the Move On When Ready Act from 18 to 17 credits, per Public Chapter 493.
- e. **Policy 5.106: Application and Employment***
Included language regarding temporary teaching permits now allowed by law, and general clean-up.
- f. **Policy 5.117: Teacher Tenure***
Full rewrite to clarify the process and address frequently asked questions, including how to determine eligibility in light of hold harmless and non-scored years.
- g. **Policy 5.802: Qualifications and Duties of the Director of Schools**
Included reporting duties now required for temporary teaching permits, and general clean-up.
- h. **Policy 6.200: Attendance***
Changes to match Public Chapter 223.
- i. **Policy 6.402: Physical Examinations and Immunizations***
Added exception related to COVID-19 pursuant to Public Chapter 513.
- j. **Policy 3.220: Access to Private Facilities***
Creates general structure and authority to establish procedures to comply with Public Chapter 452.

k. Policy 4.101: Instructional Standards*

Lays out recent legislative limitations on instructional standards.

l. Policy 4.213: Family life Education*

Required to be adopted by Public Chapter 290. Previously only required for counties with a high teen pregnancy rate. Now, required for all districts.

Coordinated School Health confirmed this policy is in line with current practices.

Recommended Approval of Two Motions:

- 1. Recommended Approval---motion to** suspend Board Policy 1.600 to specifically suspend the two-reading requirements for the above policies as presented.
- 2. Recommended Approval---motion to** adopt on the first and final reading the above policies as presented.

3. Policy Adoption – First Reading of Two Readings

The below policies are recommended on the first reading. These policies will be brought to the next scheduled regular board meeting for a second and final reading.

a. Policy 4.406: Use of the Internet

Updated some language and changed opt-in to opt-out for technology use.

b. Policy 4.700: Testing Programs

Small addition to ensure compliance with Public Chapter 271 requiring CTE opportunities to be shared with students after they complete aptitude assessments.

c. Policy 5.200: Separation Practices for Tenured Teachers

Changes the authority from the Commissioner to the State Board as it relates to who may suspend a teacher's license for breach of contract.

d. Policy 5.201: Separation Practices for Non- Tenured Teachers

Included modification to non-renewal notice delivery law and changes the authority from the commissioner to the State Board as it relates to who may suspend a teacher's license for breach of contract.

e. Policy 6.300: Code of Conduct

Incorporates aspects of the Teacher Discipline Act, Public Chapter 77.

- f. Policy 6.306: Interference/Disruption of School Activities**
Nearly full rewrite. Incorporates aspects of the Teacher Discipline Act, Public Chapter 77.
- g. Policy 6.4081: Safe Relocation of Students**
Incorporates aspects of the Teacher Discipline Act, Public Chapter 77.
- h. Policy 1.2021: Boardmanship Code of Conduct**
Establish a general code of conduct for Board members, recommended by the TSBA.
- i. Policy 1.900: Charter School Authorizing Principles**
Fundamental policy to establish new section of policies in the event the district gains a charter school.
- j. Policy 1.902: Charter School Agreements**
Fundamental policy regarding charter school agreements for a new section of policies in the event the district gains a charter school.
- k. Policy 1.903 Charter School Oversight**
Fundamental policy regarding charter school oversight for a new section of policies in the event the district gains a charter school.
- l. Policy 1.904: Charter School Intervention**
Fundamental policy regarding charter school intervention and remedies for a new section of policies in the event the district gains a charter school.
- m. Policy 1.905: Charter School Renewal**
Fundamental policy regarding charter school approval/agreement renewals for a new section of policies in the event the district gains a charter school.
- n. Policy 1.906: Charter School Revocation**
Fundamental policy regarding charter school revocation for a new section of policies in the event the district gains a charter school.
- o. Policy 6.202: Home Schools**
Replaces previous Home School policy

Recommended Approval---motion to approve the above policies on the first reading as presented.

10. 2020-2021-SUMMER TENURE RECOMMENDATION

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

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

NAME	POSITION	SCHOOL NAME
Aerial Sharde Mosley	ESL Teacher	David Youree Elementary
Audra Anne Broach	Special Ed. Teacher	David Youree Elementary
Nicholas Traub	8 th Grade Math Teacher	Oakland Middle School
Richard Shawn DiGianfelice	Special Ed. Teacher	Rock Springs Middle
Johnathan C. Dill	Mathematics Teacher	Rockvale High School
Brittany Marie Ponivas	Mathematics Teacher	Siegel High School
Sarah Elizabeth Jennings	3 rd Grade Teacher	Stewartsboro Elementary

Recommended Approval---motion to approve the recommendation of the Director of Schools to award tenure to the teachers who meet criteria for 2020-2021 as presented.

11. COURSES OFFERED FOR CREDIT IN GRADES 9-12 FOR THE 2021-2022 (TAB 4)

The Instruction Department is requesting permission to offer the courses listed in the attachment for the 2021-2022 school year under the following guidelines: Board of Education Policy 4.201 states in part, “A listing of courses offered for credit in grades 9-12 will be approved annually by the board.”

Recommended Approval---motion to approve 2021-2022 course offering list for Rutherford County High Schools as presented.

12. RE-THINK FORWARD APPLICATION

Recommended Approval---motion to either approve ReThink Charter School Application for Rutherford Collegiate Prep or deny ReThink Forward Charter school Application for Rutherford Collegiate Prep as presented.

13. IMAGINE LEARNING (TAB 5)

The Instruction Department is requesting to purchase Imagine Learning, an online personalized learning system developed to help students acquire, develop, and strengthen the language skills necessary to fully participate in academic settings and prepare for college and career readiness. The total cost of Imagine Learning for the 2021-2022 school year is \$127.50 per student and will be funded through Title I, Title III, Title IV, and IDEA funds.

Recommended Approval---motion to approve the funding for Imagine Learning for \$127.50 per student through Title I, Title III, Title IV and IDEA funds for the 2021-2022 school year as presented.

14. FINE ARTS (TAB 6)

SmartMusic- Music Learning and Assessment System:

The Instruction Department is requesting to purchase SmartMusic platform Access from MakeMusic for all instrumental music teachers and students enrolled in middle and high school instrumental music courses for the 2021-2022 school year. Continued access will provide enhanced curriculum and assessment support for middle and high instrumental programs.

Recommended Approval---motion to approve the purchase of SmartMusic for instrumental music programs for the 2021-2022 school year at a cost of \$38,173.55 as presented.

QuaverMusic- Elementary Music Curriculum:

The Instruction Department is requesting to purchase the QuaverMusic program from QuaverEd for all RCS elementary schools for the 2021-2022 school year. This is the districts currently adopted elementary music curriculum. Access for all schools will ensure quality curriculum alignment throughout the district.

Recommended Approval---motion to approve the purchase of QuaverMusic for the 2021-2022 school year at the cost of \$40,560.00 as presented.

Art Education- Visual Art Instruction Resources:

The Instruction Department is requesting to purchase subscriptions for the Curriculum Suite from The Art Education University for the Visual Art teachers for the 2021-2022 school year. Each subscription provides the teacher with the access to customizable instructional resources and content-specific on-demand professional development.

Recommended Approval---motion to approve the purchase of Art of Education Curriculum Suite for all the Visual Art teachers for the 2021-2022 school year at a cost of \$46,143.00 as presented.

Drama Teacher Academy- Theater Instructional Resources:

The Instruction Department is requesting to purchase Drama Teacher Academy access for a full-time middle and high school Theater teachers for the 2021-2022 school year. The access includes high-quality, content-specific instructional resources for Theater courses. Access for all schools with a curricular (during the day) Theater program will ensure equity in access to quality instructional resources throughout the district.

Recommended Approval---motion to approve the purchase of Drama Teacher Academy from Theaterfolk LTD. For teachers for curricular Theater program for the 2021-2022 school year for the cost of \$7,170.00 as presented.

15. SPECIAL EDUCATION CONTRACT (TAB 7)

License Agreement with Lexia: This agreement is to purchase Reading Intervention student licenses and training to address students with disabilities with deficits in reading. The district plans to purchase 1600 student licenses with the training and support. The cost should not exceed \$57,900.00 to be paid with IDEA Part B Special Education Funds.

Recommended Approval---motion to approve the purchase of Lexia student licenses and training not to exceed \$57,900.00 to be paid with IDEA Part B Special Education Funds as presented.

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

Recommended Approval---motion to approve the License and Service Agreement for Insights to Behavior Software District License to address Disproportionality of Discipline for Students with Special Needs using Transfer Out Funds budgeted through IDEA Part B for CCIES not to exceed \$97,500.00 for the 2021-2022 school year.

Contractual Agreement with Special Kids, Inc: The contract with Special Kids, Inc. is for Special Education related and nursing services. These services will provide speech/language, occupational therapy, physical therapy, and nursing services to Rutherford County School students in Special Kids facilities. Hourly rates for therapy are \$80.00 per hour. Daily rates for nursing services are \$175.00 per day. The total cost not to exceed \$25,000.00 during the 2021-2022 school year and will be paid for the I.D.E.A. Part B Special Education funds.

Recommended Approval---motion to approve the Contractual Agreement with Special Kids, Inc. not to exceed \$25,000.00 during the 2021-2022 school year, will be paid from GP Special Education funds as presented.

16. FINANCIAL MATTERS (TAB 8)

Approve School Activity Fund Auditor Contract

Last fiscal year, the purchasing department solicited proposals for the contracted school activity fund audit and the School Board approved engaging the audit firm, Matlock Clements CPA's, for the annual financial and compliance audit of the school activity funds for Fiscal Year 2020-21. This contract has an option to renew for another four additional fiscal years at the Board's discretion. The annual audit cost for the renewal option for the Fiscal Year 2021-22 is \$64,218.00 and the amount reflects the addition of Plainview Elementary's activity funds to the audit fieldwork. Funding for this audit is already budgeted in the original FY 2021-2022 GPS Fund budget.

Recommended Approval---motion to approve the contract option to retain Matlock Clements CPA's as the School Activity Fund contract auditors for Fiscal Year 2021-22 as presented.

17. FACILITIES (TAB 9)

Request for Rockvale Elementary Annex Bid:

On June 17, 2021, Purchasing and Engineering and Construction received Bids for the site work and construction of the Annex for Rockvale Elementary. All bids have been reviewed and Engineering and Construction recommends Robert S. Biscan base bid plus all alternatives for a total bid of \$9,510,368.00. Engineering proposes moving forward to Health and Education with a request for funding in the amount of \$12,085,368.00.

Breakdown:

Biscan Construction	\$ 9,510,368.00
Construction Related Contracts	\$ 1,250,000.00
FFE	\$ 850,000.00
Design	\$ 475,000.00
Total Request	\$ 12,085,368.00

Recommended Approval --- motion to send to Robert S. Biscan Company bid for \$9,510,368.00 and a total project request of \$12,085,368.00 to Health and Education as presented.

Request for Rockvale Middle Classroom Additions Bid:

On July 1, 2021, Purchasing and Engineering and Construction received bids for the site work and construction of the addition of 22 (twenty-two) classrooms for Rockvale Middle. All bids have been reviewed and Engineering and Construction recommends Robert S. Biscan Company's base bid of \$7,087,000.00. Engineering proposes moving forward to Health and Education with a request for funding in the amount of \$9,132,000.00.

Breakdown:

Biscan Construction	\$ 7,087,000.00
Construction Related Contracts	\$ 1,250,000.00
FFE	\$ 350,000.00
Design	\$ 445,000.00
Total Request	\$ 9,132,000.00

Recommended Approval --- motion to send Robert S. Biscan Company bid for \$7,087,000.00 and a total project request of \$9,132,000.00 to Health and Education as presented.

Request for Smyrna Middle Annex Renovation Bid:

On July 15, 2021, Purchasing and Engineering and Construction received bids for the renovation of the Smyrna Middle School Annex. All bids have been reviewed and Engineering and Construction recommends Wright Construction Services base bids plus all alternatives for a total bid of \$3,810,000.00. Engineering proposes moving forward to Health and Education with a request for funding in the amount of \$5,535,000.00.

Breakdown:

Wright Construction	\$ 3,810,000.00
Constr. Related Contracts	\$ 1,000,000.00
FFE	\$ 350,000.00
Design	\$ 375,000.00
Total Request	\$ 5,535,000.00

Recommended Approval --- motion to send Wright Construction Services bid for \$3,810,000.00 and a total project request of \$5,535,000.00 to Health and Education as presented.

Central Magnet Annex HVAC Bid:

On July 22, 2021 Purchasing, and Engineering and Construction received bids for the renovation of the Annex HVAC. Bids have been reviewed and Engineering and Construction recommends Four Seasons, Inc. base bid of \$895,000.00 to be funded utilizing ESSER II funds.

Recommended Approval --- motion to approve the Central Magnet Annex HVAC renovations using ESSER II funds at a cost of \$895,000.00 as presented.

CMTA ESCO Report (For Information Only)

AT&T Cell Tower Request:

AT&T, through its agent Mastec, has provided drawing and easement paperwork to allow the installation of a new cell tower to improve the cell service in the downtown area of Murfreesboro. Engineering and Construction has discussed this request with Murfreesboro City Planning, and they (approve or disapprove) of this request. This is a similar request to what we reviewed for Stewarts Creek. The major difference is this request falls in the current utility easements along Main Street already in place.

Recommended Approval --- motion to approve or disapprove of the easement for a new AT&T Cell tower along Main Street in front of Central Magnet as presented.

Rocky Fork Elementary Eagle Scout Project:

The request from Braxton Johnson to allow the clean-up of the Townes Cemetery, located on the Rocky Fork Elementary and Middle campus is now complete. Engineering has plans to keep the area from becoming grown up in the future. This was a very successful project and we hope to partner with more Eagle Scout Projects in the future. See before and after photos.

18. INSURANCE UPDATE

19. DIRECTORS UPDATE

20. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

21. FEDERAL RELATIONS NETWORK (FRN) UPDATE

22. GENERAL DISCUSSION

23. ADJOURNMENT

RUTHERFORD COUNTY SCHOOL SYSTEM

Board of Education Meeting

2240 Southpark Drive

Murfreesboro, TN 37128

Minutes of June 10, 2021

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 5:01 P.M.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Tiffany Johnson

3. MOMENT OF SILENCE

The Board Chairman called for a moment of silence and asked that the football players from Stewarts Creek and their families be kept in thought and prayers.

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: May 4, 2021 Board Meeting

May 24, 2021 Special Called Budget Meeting

May 25, 2021 Joint Health & Ed, Budget, Board Meeting

B. Community Use of Facilities

C. Transportation: Bus #135 – Karen Young requesting voluntary termination of contract

Bus #166 -Suzanne Patterson requesting voluntary transfer of contract to Contractor Theresa Godbee (Bus#90, 96, 97, 100, 133 and 237). Theresa Godbee has 37 years of good standing with the Transportation Dept.

Bus #105 – Diane Eubanks requesting voluntary transfer of contract to Contractor James Campbell (Bus #46, 50, 95, 193 and 274). James Campbell has 44 years of good standing with the Transportation Dept.

**D. Title I Contract: Emotional Poverty Workshop PD for LaVergne Lake Elementary
Accu Train Corp. Contract & MOU with LaVergne Middle School**

E. FY22 Consolidated Application Approval for IDEA/ESEA

F. Routine Bids: Bid #3487 – Stewarts Creek Drainage Pond

Bid #3517 – Art Supplies – Plainview Elem.

Bid #3518 – PE Equipment – Plainview Elem. and LaVergne Middle

Bid #3519 – Science Equipment – Plainview Elem. & LaVergne Middle

Bid #3520 – Music Instruments – Plainview Elem.

Bid #3521 – Cafeteria Small Wares – Plainview Elem. & LaVergne Middle

Bid #3523 – Baseball Field Drainage -Rockvale High

Bid #3524 – Buchanan Elementary Force Main Sewer

Bid #3528 - Aruba Networks Products

Bid #3529 – Lincoln VRTEX 360 Welding Simulator – Oakland High

Bid #3530 – Pest Control for Cafeterias and Dining Areas

Bid #3531 – Kitchen Hood Cleaning

Bid #3532 – Floor Stripping and Waxing

Bid #3533 – Junior Theater Festival (OMS and SCMS)

Request to Purchase:

Rutherford County Board of Education request to use CSM’s Professional E-Rate Consulting Services for July 1, 2021 through June 30, 2022 in the amount of \$25,000.00. An amount equal to six percent (6%) of the Category Two applications submitted during the term of the agreement but will not exceed a total amount of \$26,000.00

Request to Purchase:

The Engineering and Construction Department would like to install a new HVAC Unit with Delta Controls to integrate with the existing Delta system from Maynard Select for Eagleville Library in the amount of \$157,000.00 per Tennessee Code of Energy Efficiency #TCA 49-2-203. This is an approved project from Capital Project Funds.

Request to Purchase:

The Engineering and Construction Department would like to install a new HVAC Unit and ductwork to integrate with the existing Delta system from Maynard Select for Roy Waldron Gymnasium in the amount of \$127,800.00 per Tennessee Code for Energy Efficiency #TCA 49-2-203. This is an approved project from Capital Projects Funds.

G. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Debra Burton	NTE \$2,500.00	Blackman High	BHS Band Boosters	Drill Writer
Thomas Chesnut	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
David England	NTE \$8,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Percussion Instruction
Bradley Frasier	NTE \$2,500.00	Blackman High	School Funds-Baseball	Assistant Baseball Coach
Michael Harris	NTE \$1,500.00	Blackman High	School Funds-Track	Assistant Track Coach
Gregory Jones	NTE \$2,000.00	Blackman High	School Funds-Baseball	Assistant Baseball Coach
John Mears	NTE \$4,000.00	Blackman High	BHS Band Boosters	Music arranging
Jesse Messick	NTE \$2,000.00	Blackman High	School Funds-Baseball	Assistant Baseball Coach
Antonia Sheffield	NTE \$2,000.00	Blackman High	School Funds-Volleyball	Strength + Conditioning Coach
Chandler Tygard	NTE \$6,500.00	Blackman High	School Funds-Football	Morning supervision + summer workout program
Kevin Joyce	NTE \$2,000.00	Central Magnet	School Funds- HS Baseball	Assistant HS Baseball Coach
Brandon Bassham	NTE \$1,000.00	Eagleville	School Funds-Basketball	Officiating at Basketball camp
Shane Chapman	NTE \$1,000.00	Eagleville	School Funds-Basketball	Officiating at Basketball camp
Jacob Daughrity	NTE \$1,000.00	Eagleville	School Funds-Basketball	Officiating at Basketball camp
Mac Jones	NTE \$1,000.00	Eagleville	School Funds-Basketball	Officiating at Basketball camp
Alan Pepper	NTE \$1,000.00	Eagleville	School Funds-Basketball	Officiating at Basketball camp
Joey Reed	NTE \$1,000.00	Eagleville	School Funds-Basketball	Officiating at Basketball camp
Darren Shanks	NTE \$1,000.00	Eagleville	School Funds-Basketball	Officiating at Basketball camp
Bo Tollett	NTE \$1,000.00	Eagleville	School Funds-Basketball	Officiating at Basketball camp
Joseph Wilson	NTE \$1,000.00	Eagleville	School Funds-Basketball	Officiating at Basketball camp

Todd Williamson	NTE \$1,000.00	Eagleville	School Funds-Basketball	Officiating at Basketball camp
Jeremy Anderson	NTE \$1,000.00	Oakland High	Oakland Football Boosters	Football Summer Conditioning
Victor Bustos	NTE \$2,500.00	Oakland High	School Funds-Boys Soccer	Assistant Boys Soccer Coach
Kevin Creasy	NTE \$6,000.00	Oakland High	Oakland Football Boosters	Football Summer Conditioning
Jason Dobbs	NTE \$1,000.00	Oakland High	Oakland Football Boosters	Football Summer Conditioning
Robin Goodman	NTE \$1,470.00	Oakland High	School Funds-Baseball	Ticket taker for Baseball games
Mack Hawks	NTE \$3,000.00	Oakland High	Oakland Baseball Boosters	Field Maintenance
Stephen Jackson	NTE \$1,000.00	Oakland High	Oakland Football Boosters	Football Summer Conditioning
Andrew McGowan	NTE \$2,500.00	Oakland High	Oakland Baseball Boosters	Assistant Baseball Coach
Chad Pritchett	NTE \$2,500.00	Oakland High	Oakland Baseball Boosters	Assistant Baseball Coach
Justin Stanford	NTE \$500.00	Oakland High	School Funds-Boys Soccer	Tickets for Boys Soccer
Cody Vannoy	NTE \$500.00	Oakland High	Oakland Softball Boosters	Announcer at games
Marissa Williams	NTE \$500.00	Oakland High	School Funds-Boys Soccer	Goalkeeper training
Kevin Wright *6	NTE \$700.00	Oakland High	Girls Basketball, Softball, Track + Baseball Boosters	Bus Driver
Heather Egan	\$23.50/hour	Oakland Middle	Alinea Church	Site Supervision
Melissa West	\$23.50/hour	Oakland Middle	Alinea Church	Site Supervision
Ali Arman	NTE \$2,000.00	Riverdale High	School Funds-Boys + Girls Soccer	Summer Camp
Ricky Field	NTE \$700.00	Riverdale High	School Funds-Track	Meet Director for TMSSA + TSSAA events
Barry Messer	NTE \$800.00	Riverdale High	School Funds-Baseball	Baseball Camp

Barry Messer	NTE \$3,250.00	Riverdale High	Riverdale Baseball Boosters	Baseball Field Maintenance
Chris Gray	NTE \$2,000.00	Rock Springs Middle	School Funds-Variou Athletic Accounts	Scoreboard/Announcing
Matt Kovach	NTE \$3,000.00	Rock Springs Middle	School Funds-Variou Athletic Accounts	Official Score Keeper
Marlene Pannell *6	NTE \$2,000.00	Rock Springs Middle	School Funds-Variou Athletic Accounts	Bus Driver
Marlene Pannell	NTE \$5,000.00	Rock Springs Middle	Victory Church	Building Supervisor 2021/2022
Allana Pierce	NTE \$5,000.00	Rock Springs Middle	Victory Church	Building Supervisor 2021/2022
Brad Deas	NTE \$1,000.00	Rockvale High	School Funds-Baseball	Assistant baseball Coach
Jonathan White	NTE \$1,000.00	Rockvale High	School Funds-Baseball	Assistant Baseball Coach
Michelle Burke	NTE \$1,813.00	Siegel High	School Funds-Track	Assistant Track Coach
Joshua Carroll	NTE \$1,813.00	Siegel High	School Funds-Track	Assistant Track Coach
Ashley Hughey	NTE \$500.00	Siegel High	School Funds-Track	Meet Management
Shawn Middleton *6	NTE \$3,500.00	Siegel High	School Funds-Softball	Fieldwork/Cutting grass/Bus driving
Brittany Smith	NTE \$800.00	Siegel High	School Funds-Track	Meet Management
Katherine Smith	NTE \$1,400.00	Siegel High	School Funds-Men's Basketball	Supervisor of the Tournament/Officiating
Craig Reavis	NTE \$3,000.00	Siegel High School	School Funds-Baseball	Baseball Camp Director
Craig Reavis	NTE \$3,000.00	Siegel High School	School Funds-Baseball	Summer Field Work/Open Facility
Kirk Embry	NTE \$1,500.00	Smyrna High	School Funds-Football	Summer Field Maintenance
Brian Grogan	NTE \$700.00	Smyrna High	School Funds-Softball	Summer Field Maintenance
Joshuah Powell	NTE \$2,000.00	Smyrna High	School Funds-Baseball	Assistant Baseball Coach
Gabriel Villarreal	NTE \$1,500.00	Smyrna High	School Funds-Football	Summer Field Maintenance
Mark Williams	NTE \$1,500.00	Smyrna High	School Funds-Football	Summer Field Maintenance

Matt Williams	NTE \$3,000.00	Smyrna High	School Funds-Football	Summer Field Maintenance
Justin Morton	NTE \$2,000.00	Smyrna Middle	General Purpose Schools Fund	Field Maintenance
Todd Harris	NTE \$3,000.00	Stewarts Creek High	School Funds-General Athletics	Athletic Director
Olivia Birkey	NTE \$1,276.49	Stewarts Creek Middle	School Funds-Softball	Assistant Softball Coach
Tyler Bouttavong	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Robert Chandler	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Julie Davila	NTE \$500.00	Blackman High	BHS Band Boosters	Percussion Instruction
Keith Dudek	NTE \$500.00	Blackman High	BHS Band Boosters	Percussion Instruction
William Elliott	NTE \$4,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Private Lessons
Steelton Flynn	NTE \$2,500.00	Blackman High	School Funds - Track	Assistant Track Coach
Michael George	NTE \$8,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Private Lessons
Tim Hale *3	NTE \$250.00	Blackman High	BHS Band Boosters	Percussion Instruction
Vonce Henderson	NTE \$2,500.00	Blackman High	School Funds-Track	Assistant Track Coach
Gregory Lawson	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Tonya Lawson	NTE \$4,000.00	Blackman High	BHS Band Boosters	Private Lessons
Kendall Miller	NTE \$500.00	Blackman High	School Funds-Baseball	Assistant Baseball Coach
Jovan Quallo	NTE \$6,000.00	Blackman High	BHS Band Boosters	Private Lessons
Kelsey Rogers	NTE \$5,000.00	Blackman High	BHS Band Boosters	Color Guard Instruction
Jeremy Selvidge	NTE \$500.00	Blackman High	School Funds-Track	Assistant Track Coach
Wilson Sharpe	NTE \$2,000.00	Blackman High	BHS Band Boosters	Private Lessons
James Simmons	NTE \$500.00	Blackman High	BHS Band Boosters	Jazz Instruction
Holly Smith	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Rebecca Murphy	NTE \$2,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Private Lessons
Bobby Griggs	NTE \$2,000.00	Central Magnet	School Funds- HS Baseball	Assistant Baseball Coach

James Touchton	NTE \$2,000.00	Central Magnet	School Funds- HS Baseball	Assistant Baseball Coach
Austin Bailey	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Matthew Boyette	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Ryleigh Cobb	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Haydon Edmondson	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Eric Hawks	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Ty Hoeft	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Bobby Leathers	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Riley McClaran	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Tim McGehee	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Luke Parrish	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Chris Payne	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Cody Pepper	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Kevin Snell	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Robert Smith	NTE \$1,000.00	Eagleville	School Funds- Basketball	Officiating at Basketball Camp
Thomas Draper	NTE \$1,500.00	Oakland High	OHS Band Boosters	Drum Technician
Jessica Graves *3	NTE \$250.00	Oakland High	OHS Band Boosters	Drum Major Clinics/Instructor
Eric Pangborn	NTE \$1,400.00	Oakland High	School Funds- Tennis	Assistant Tennis Coach
Carson Perry	NTE \$3,000.00	Oakland High	School Funds- Swimming	Swimming Coaches/Summer Camp
Shantel Perry	NTE \$3,000.00	Oakland High	School Funds- Swimming	Swimming Coaches/Summer Camp
Karl Markos	NTE \$650.00	Oakland High	Oakland High Baseball Boosters	Music + Announcing
Wilson Sharpe	\$20/lesson	Oakland Middle	School Funds- Band	Private Lessons
Tommy Bogle	NTE \$500.00	Rock Springs Middle	School Funds- Football	Scorekeeper
Tonya Lawson	NTE \$5,000.00	Rock Springs Middle	School Funds- Band	Private Lessons

Delaney Amos	NTE \$1,000.00	Rockvale High	School Funds-Swimming	Assistant Swimming Coach
Brittany Young	NTE \$1,000.00	Rockvale High	School Funds-Swimming	Assistant Swimming Coach
Benjamin Betzler	NTE \$2,000.00	Siegel High	School Funds-Tennis	Assistant Boys/Girls Tennis Coach
Tim Westfall	NTE \$3,000.00	Siegel High	School Funds-Softball	Coaching/Field Work
Conner Boyd	NTE \$2,000.00	Smyrna High	School Funds-Baseball	Assistant Baseball Coach
Kyle Mooney	NTE \$2,000.00	Smyrna High	School Funds-Baseball	Assistant Baseball Coach
Jennifer Wright	NTE \$2,500.00	Smyrna High	School Funds-Softball	Assistant Softball Coach
Laura Taube	NTE \$2,400.00	Stewarts Creek High	School Funds Volleyball	Volleyball Instruction/Clinic

**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 2021-2022 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Katherine Alward	Riverdale High School	Band
Tyler Bouttavong	Blackman High School	Band
Shelah Michelle Brown	Riverdale High School	Band
Skylar Cannon	Riverdale High School	Band
Robert Chandler	Blackman High School	Band
Julie Davila	Blackman High School	Band
Keith Dudek	Blackman High School	Band
Jessica Dunnivant	Stewarts Creek Middle	Band
William Elliott	Blackman High School	Band
Victoria Fields	Rock Springs Middle	Choir
Michael George	Blackman High School	Band
Michael George	Riverdale High School	Band
Timothy Hale	Blackman High School	Band
Timothy Hale	Riverdale High School	Band
Tara Johnson	Stewarts Creek Middle	Band

Gregory Lawson	Blackman High School	Band
Tonya Lawson	Blackman High School	Band
Tonya Lawson	Rock Springs Middle	Band
Stephen Mark Morgan	Stewarts Creek Middle	Band
Rebecca Murphy	Blackman High School	Band
Nathaniel O’Neal	Riverdale High School	Band
Jovan Quallo	Blackman Middle School	Band
Jovan Quallo	Stewarts Creek Middle	Band
Kelsey Rogers	Blackman High School	Band
Wilson Sharpe	Blackman High School	Band
Wilson Sharpe	Oakland Middle School	Band
James Simmons	Blackman High School	Band
Holly Smith	Blackman High School	Band
Garen Webb	Stewarts Creek Middle	Band
Phil Wilson	Stewarts Creek Middle	Band
Karl Wingruber	Riverdale High School	Band
Jennifer Zimmerer	Stewarts Creek Middle	Band
Elizabeth Bullen	Stewarts Creek High	Band
Jessica Dunnivant	Stewarts Creek High	Band
Matthew Jefferson	Stewarts Creek High	Band
Tara Johnson	Stewarts Creek High	Band
Allison Meek	Stewarts Creek High	Band
Rosa Palacios	Eagleville School	Band
Jovan Quallo	Stewarts Creek High	Band
Garen Webb	Stewarts Creek High	Band
Jennifer Zimmerer	Stewarts Creek High	Band
Jason Morrison	Rockvale Middle	Girls Soccer
Anna Brainard	Blackman Middle	Cross Country
Chasity Cook	Blackman Middle	Girls Basketball
Kevin Gregory	Blackman Middle	Football
Irvin Turner	Blackman Middle	Track
Joey Vann	Blackman Middle	Baseball
Abby Bolyard	Rocky Fork Middle	Softball
Preston Hurley	Rocky Fork Middle	Football/Softball
Harry McAnally	Rocky Fork Middle	Football
Nicole Randolph	Rocky Fork Middle	Softball
Roderick Sims	Rocky Fork Middle	Men’s Basketball

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

Vote: All Yes

6. VISITORS

There was one visitor, Elizabeth Coker, who spoke on recommendations and recognitions for the ROTC program.

7. RECOGNITION

Rutherford County Schools recognized these National Title Cheerleading Teams:

- **Blackman High School Varsity Football Cheerleading National Champions**
- **Rockvale Middle School Junior Non-Tumbling National Champions**
- **Siegel High School – National Title in Small Varsity Non-Tumble Division**
- **Stewarts Creek High School JV Coed Team and the Medium Varsity Coed Team Nationals winner**

8. ESSER 3.0

Mark Gullion with Federal Programs spoke on ESSER 3.0 and an overview of information regarding these funds.

9. TRANSPORTATION

2021-2022 Priority List for Bus Contract

1st Priority List

Brenda Sanders	Gregory Scott Leonard
Angela Gilley	Desalegn Lemu
BJ Spurling II	Brittany Ford
Shanna Robinson	Jonnathan Yancey
Fassil Tsegaye	Whitney Powell
Cindy Tedford	Teena Leonard
Albert Anthony Phillips	

2nd Priority List

Sue Estes	Michael Crosslin	Margaret Williams
David Barrett	Greg Grant	Tyler Black
Brandon Lane	Melody Fisher	Kathy Snider
Kelly Hobbs	Ronnie Hobbs	Kristy Crosslin
Jackie Young	Brian Fisher	Brenda Blansett
Allison Brown	Steve Ricketts	Holly Lane
Clint Jernigan	Roy Dye, Sr.	Cindy Young
Lisa Adams	Clarissa Smith	Angela Dunkerson
Sallie Brown	Robbi Clements	

Pursuant to Policy 3.405 Bus contract award procedures, the new contractor list for the 2021-2022 school year are presented. These two lists (first priority – regular bus drivers who have driven for two full school years, and second priority – those who currently own one or more contracts) are for approval in order to facilitate the awarding of new bus contracts on a timely basis for the beginning of the new school year and thereafter as contracts are turned into the Transportation Department through the year.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve the two priority lists for bus contracts, effective for school year 2021-2022 as presented.

Vote: All Yes

10. STELLAR THERAPY SERVICES CONTRACT RENEWAL

The RCS Health Services Department is requesting to renew the existing contract with Stellar Therapy Services for Medicaid claims processing and reimbursement. Our initial contract with Stellar Services began in April 2018 and since then Rutherford County Schools has been paid over \$25,000 for nursing services provided by RCS School Nurses for eligible students.

Motion made by Mrs. Bratton, seconded by Mrs. Moore, to approve the renewal of Stellar Therapy Services Contract as presented.

Vote: All Yes

11. IMAGINE READING

The ESL Department is requesting approval to enter into a purchase contract with Imagine Learning for their Imagine Reading Program. Imagine Reading is a research-based literacy curriculum that includes an online component designed to help students develop and strengthen language and literacy skills necessary to fully participate in academic settings and prepare for college and career readiness. The purchase agreement (contract) is for the 2021-2022 school year for the amount of \$37,500.00 and will be funded through Title III funds.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve the purchase of Imagine Reading for \$37,500 through Title III funds for the 2021-2022 school year as presented.

Vote: All Yes

12. 2021 PROFESSIONAL DEVELOPMENT SOFTWARE MANAGEMENT SYSTEM RENEWAL

Rutherford County School District requires teachers to earn a minimum of 6 hours of professional development per year. Performance Matters (a Power School product) provides a data management system to track, record, and house professional development course offerings. All Rutherford County teachers will have access to their professional development transcripts for license renewal and advancement. Performance Matters will provide ongoing support and maintenance services for the site. The contract of \$46,182.50 covers the hosting service for one term year. This item is in the budget for the 2021-2022 school year.

Motion made by Mrs. Johnson, seconded by Mr. Estes, to approve the \$46,182.50 for the hosting service, software and product for the Performance Matters Professional Development Management System for 7/18/21 through 7/17/2022 as presented.

Vote: All Yes

13. GRADUATION ALLIANCE PARTNERSHIP

Rutherford County Schools seek to partner with Graduation Alliance in assisting adults in completing their high school diplomas. We believe in helping our community by providing better outcomes. This program will be fully funded through ADM funds from state BEP. Rutherford County Schools will only be responsible for providing accurate attendance and academic progress data to the TDOE. The online platform, teachers, and any other expenses will be the responsibility of Graduation Alliance. The Director stated that we will also have oversight of the curriculum that will be used.

Motion made by Mrs. Maxwell, seconded by Mrs. Johnson, to approve the partnership between RCS and Graduation Alliance as presented.

Vote: All Yes

14. CURRICULUM AND INSTRUCTION

EPP Math & Science Grant from SREB:

The Southern Regional Education Board (SREB) has offered Rutherford County Schools a grant opportunity in the amount of \$110,700 to serve as a pilot site for their Fast-track Alternative Certification Program for Math and Science teacher's curriculum. This grant will cover the cost of the math and science teacher preparation curriculum and two years of ongoing professional development, co-teaching, and coaching for the EPP Facilitator as they develop the math and science EPP program.

Rutherford County Schools will be responsible for allowing SREB access to EPP faculty and participants to complete co-teaching sessions, observations, interviews, surveys, and focus group discussions all designed to elicit feedback for improvement.

Motion made by Mrs. Bratton, seconded by Mr. Estes to approve the SREB fast-track Alternative Certification program for math and science teachers grant for \$110,700 over two years to assist in the quality implementation and development of the math and science EPP Program as presented.

Vote: All Yes

EPP Expansion Math & Science Faculty Position & Job Description:

The RCS Educator Preparation Provider (EPP) program has received TDOE approval to add the following Specialty Area Programs for job-embedded licensure advancement: math 6-10 and 6-12, biology 6-12, chemistry 6-12, earth science 6-12, and physics 6-12. There are currently 15 individuals who are interested in enrolling in the math and science cohort 1 to begin in July 2021. A second EPP faculty person with a background in math and science instruction and curriculum is requested to successfully implement this program expansion.

Motion made by Mrs. Maxwell, seconded by Ms. Sharp to approve the addition of an EPP facilitator as a 200-day position for the 21-22 SY to support the successful launch of the new math and science EPP cohort as presented. This position will be funded utilizing a current open CTE position so no new position/funding is needed.

Vote: All Yes

Carl D. Perkins Basic Grant:

The Carl D. Perkins Career and Technical Education Act of 2018 known as Perkins V is presented for approval for the funding period of July 1, 2021—June 30, 2022. The grant is for \$694,131.15. The Carl D. Perkins Basic Grant provides funding for program improvement, travel, and staff development for our Career & Technical Education teachers.

Motion made by Mrs. Johnson, seconded by Mr. Estes, to approve the Carl D. Perkins Basic Grant for \$694,131.15 to provide funding for program improvement, equipment, travel, and staff development for our Career and Technical Education teachers as presented.

Vote: All Yes

The Innovative High Schools Grant:

The Innovative High Schools Grant is a TDOE competitive grant and it is presented for approval for the funding period of May 21, 2021 to September 30, 2023. The grant is for \$1,044,125.37. The Innovative High Schools Grant provides funding to allow RCS to reimagine the use of time, space, partnerships, and modes of learning for student success, which includes three Facilitator positions: A Career Coach Facilitator that will be housed at Riverdale High School, A Career Coach Facilitator that will be housed at LaVergne High School, and a Work-Based Learning Facilitator that will be housed at the Central Office.

Motion made by Mrs. Maxwell, seconded by Ms. Sharp, to approve the Innovative High Schools Grant for \$1,044,125.37 to provide funding to allow RCS to reimagine the use of time, space, partnerships, and modes of learning for student success, which includes three Facilitator positions: A Career Coach Facilitator that will be housed at Riverdale High School, A Career Coach Facilitator that will be housed at LaVergne High School, and a Work-Based Learning Facilitator that will be housed at the Central Office as presented.

Vote: All Yes

Curriculum and Instruction: Instructional Technology

MobyMax:

The Instruction Department is requesting to purchase MobyMax, an online personalized learning system. MobyMax finds and fixes learning gaps with the power of personalized learning. The total cost of MobyMax for the 2021-2022 school year is \$29,555.00 to be funded through General Purpose funds. This is a recurring cost as part of our Instructional Technology budget.

Lisa Moore voiced some concerns on the content of video-based curriculum platforms and critical race theory being accessible to students and stated she would not be voting in favor of these platforms. Tiffany Johnson asked questions regarding alternatives for such platforms and programs. Tammy Sharp expressed her concerns with inaccurate scoring based on trigger words or phrases within such platforms. Shelia Bratton stated she has the greatest confidence in our Instructional Department and the way we organize curriculum leads and training to pull out the great parts of these programs to use.

Dr. Sullivan addressed some of these issues and stated the biggest factor the district has to look at when selecting such programs is the compliance with the Children's Online Protection Act. The districts I.T. team is currently involved in the training process to determine which portions of the platform's teachers will use for instruction as they wait for more guidance from the State Dept. of Education. The Director also addressed the issue of having more platforms than needed.

Motion made by Mrs. Johnson, seconded by Mrs. Bratton to approve the purchase of MobyMax for \$29,555.00 through General Purpose funds for the 2021-2022 school year as presented.

Vote: All Yes

Edgenuity:

The Instruction Department is requesting to purchase Edgenuity, an online learning system. Edgenuity offers standards-aligned video-based curriculum for middle and high school blended learning environments. This program is used for Credit Recovery in our high schools. The total cost of Edgenuity for the 2021-2022 school year is \$130,500.00 to be funded through General Purpose funds. This is a recurring cost as part of our Instructional Technology budget.

The Director recommended the possibility of looking into moving in another direction. As we grow and now that we have a Virtual School, utilizing this program in a way that is more responsible with funding.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the purchase of Edgenuity for \$130,500.00 through General Purpose funds for the 2021-2022 school year as presented.

Vote: All Yes except Lisa Moore who voted No.

Edgenuity for RCJDC:

The Instruction Department is also requesting to purchase Edgenuity for the Rutherford County Juvenile Detention Center. Edgenuity serves as the basic education program for the RCJDC and offers standards-aligned video-based curriculum for middle and high school blended learning environments. The total cost of Edgenuity for the RCJDC for the 2021-2022 school year is \$21,000.00 to be funded through General Purpose funds. This is a recurring cost as part of our Instructional Technology budget.

Motion made by Mrs. Maxwell, seconded by Mrs. Johnson, to approve the purchase of Edgenuity for the Rutherford County Juvenile Detention Center for \$21,000.00 through General Purpose funds for the 2021-2022 school year as presented.

Vote: All Yes except Lisa Moore who voted No.

Nearpod:

The Instruction Department is requesting to purchase Nearpod, an online student engagement platform. Nearpod is a cross-platform and easy to use way to engage your students with interactive activities, connect them through collaborative discussion, and gain instant insight into student learning through formative assessments. The total cost of Nearpod for the 2021-2022 school year is \$190,655.00 to be funded through General Purpose funds. This is a recurring cost as part of our Instructional Technology budget.

Motion made by Mrs. Bratton, seconded by Mr. Estes, to approve the purchase of Nearpod for \$190,655.00 through General Purpose funds for the 2021-2022 school year as presented.

Vote: All Yes except Lisa Moore who voted No.

PlayPosit:

The Instruction Department is requesting to purchase Playposit, a web-based video platform. Playposit is an interactive web-based video platform that allows educators to provide formative assessment both inside and outside the classroom. The total cost of Playposit for the 2021-2022 school year is \$33,000.00 to be funded through General Purpose funds. This is a recurring cost as part of our Instructional Technology budget.

Motion made by Mrs. Johnson, seconded by Mr. Estes, to approve the purchase of Playposit for \$33,000.00 through General Purpose funds for the 2021-2022 school year as presented.

Vote: All Yes except Lisa Moore who voted No.

Padlet:

The Instruction Department is requesting to purchase Padlet, a digital tool that can help teachers and students in class and beyond by offering a single place for a notice board. This digital bulletin board allows teachers to organize curriculum and activities and provides a place for teachers and students to collaborate. The total cost of Padlet for the 2021-2022 school year is \$8,200.00 to be funded through General Purpose funds.

Motion made by Mrs. Maxwell, seconded by Mr. Estes, to approve the purchase of Padlet for \$8,200.00 through General Purpose funds for the 2021-2022 school year as presented.

Vote: All Yes

CERTICA (CASE) Assessment:

Curriculum and Instruction is requesting to use the Certica (CASE) benchmark assessment for the 21-22 SY. RCS will administer the benchmark assessment in two windows (Fall and early Spring). Additionally, Mastery Connect and Grade Cam are part of this assessment package for use by all RCS educators for data tracking and formative assessment creation. This would be the 2nd year of utilizing Certica (CASE) assessments in RCS. The total cost is \$650,775.00 which will be funded from ESSER 2.0.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve the purchase of Certica (CASE) assessment for the 21-22 School year as presented.

Vote: All Yes

Curriculum and Instruction: Federal Programs:

The Curriculum and Instruction Department would like to allocate approximately \$425,000.00 to continue with the Curriculum Lead framework that began during the 19-20 school year. Curriculum leads are an essential component of the RCS curriculum framework and model of continuous improvement. Each school receives an equal number of representatives based on grade band served. Curriculum leads are funded through Federal Programs using Title II allocations.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve Title II funds for Curriculum Leads for the 2021-22 school year as presented.

Vote: All Yes

ESSER Programs Grant Manager:

The Curriculum and Instruction Department is requesting to fund an ESSER Programs Grant Manager. This position will be funded with ESSER 2.0 for the 2021-22 year due to the timeline for approving ESSER 3.0 and will move to ESSER 3.0 for subsequent years as needed. This position is needed to address monitoring, auditing, and student performance requirements of ESSER grant funds.

Motion made by Mrs. Johnson, seconded by Mrs. Maxwell, to approve use of ESSER 2.0 funding for a Federal Programs Specialist to address requirements of ESSER grant funds as presented.

Vote: All Yes

Assessment and Accountability Specialist:

The Curriculum and Instruction Department is requesting to fund an Accountability and Assessment Specialist. This position will be funded with ESSER 2.0 for the 2021-22 year and will assist with monitoring, collecting, and interpreting state and local assessments throughout the school year. This position will work closely with our Coordinator of Assessment and Accountability.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the use of ESSER 2.0 funding for an Assessment and Accountability Specialist for the 21-22 school year as presented.

Vote: All Yes

Learning Loss Supervisor:

Pending ESSER 3.0 funding approval, Curriculum and Instruction requests to fund a Learning Loss Supervisor. This individual will be responsible for all aspects of TDOE's learning loss programs including, summer camps, summer school, STREAM, after school tutoring, and other programs yet to be determined.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve funding for a Learning Loss Supervisor pending ESSER 3.0 approval as presented.

Vote: All Yes

Federal Programs Administrative Assistant:

The Curriculum and Instruction Department is revising the job description for the Federal Programs Administrative Assistant. This position will continue to be funded with the Consolidated Administration funds for 2021-22. The revised job description includes the new requirements of ESSER grant funds.

Motion made by Mr. Estes, seconded by Mrs. Maxwell, to approve the revised job description for the Federal Programs Administrative Assistant position to address requirements of ESSER grant funds as presented.

Vote: All Yes

15. LEGAL

1. Smyrna Parks and Recreation Yearly Lease Renewal

Smyrna Park and Recreation currently leases 35 acres behind Smyrna Elementary School. The current lease is set to expire August 31, 2021; however, the lease allows Smyrna to request a one-year extension. The City has made that request which, if approved, would extend the expiration date to August 31, 2022.

Motion made by Ms. Sharp, seconded by Mr. Estes, to approve the one-year renewal request For Smyrna Parks and Recreation as presented.

Vote: All Yes

2. Campus School Agreement

MTSU has updated the agreement between RCS and MTSU regarding Campus School. The new agreement incorporates past amendments to the original 2006 agreement, and Dr. King collaborated with MTSU on updating the Admission Policy to better mirror RCS's other choice schools. This agreement will be effective for five years.

Motion made by Mrs. Moore, seconded by Mrs. Maxwell, to approve the Campus School Agreement as presented.

Vote: All Yes

3. ReThink Forward, Inc. Charter School Application Status

Attorney Jeff Reed spoke on the Charter School Application process. The Board previously determined the application incomplete and did not take action to approve or deny at that time. The applicant has requested the Board proceed with considering the application as if it were complete. The matter before the Board tonight is to determination what to do in regard to it.

Mr. Reed provided a proposed motion, which states to request a waiver from the state as to the state rules and regulations in regard to the time frame that govern this process and to proceed to process the application in accordance to the waiver granted by the state if the Board so chooses. There was much discussion by the Board and clarification by Mr. Reed on this matter.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to request a waiver from the state as to the application and proceed to process the application in accordance to the waiver.

Vote: All Yes

16. FINANCIAL MATTERS

1. Fund 141 Year End Clean Up Budget Amendments

This is the routine annual clean-up amendment to true up revenue and expenditure line items at fiscal year-end. This amendment increases 2020-21 revenues by \$13,552,865 and utilizes \$1,605,800 for 2020/2021 expenditures. The largest of the expenditures is for contracted services for additional portable classroom moves to take place over the summer break, additional custodial cleaning supplies for overages as well as for use in summer deep cleaning, some additional replacement computers for teacher use and an increase in budgeted county trustee commissions. It should be noted on the revenue side of this amendment that the largest increase is from local option sales tax revenue. While the local sales tax has had strong growth this current fiscal year, the school board worked closely with the county commission during FY 20-21 budget prep last spring by placing the local option sales tax original current year budget to reflect less than the original FY 19-20 sales tax budgeted amount.

Motion made by Mrs. Maxwell, seconded by Mr. Estes, to approve the Fiscal Year 2020-21 year-end clean-up amendment as presented.

Vote: All Yes

2. Fund 143 Year End Clean Up Budget Amendments

This year-end clean-up amendment trues up revenue line items to reflect the transition to the Seamless Summer Program during the current school year. On the expenditure side, payroll line items were adjusted to recognize the non-recurring half year 2% pay increase that was approved by the school board earlier this spring, as well as to recognize the decrease of food prep supplies and food purchases that were brought about not only from lower meal participation in the fall due to distance learning, but also a change in how bulk food purchases were ordered to minimize food spoilage and waste. Equipment expenditure line item increase is to fund additional one-time purchases of needed kitchen equipment replacement at several school cafeteria's over the summer. It should be noted that this year's clean up amendments do not include the need for a bad debt school meal write off, as the outstanding bad meal debt for this fiscal year is \$4.70 as compared to \$156,313 in FY 19-20.

Motion made by Mrs. Johnson, seconded by Mrs. Maxwell, to approve the Fiscal Year 2020-21 year-end, clean-up amendment for Fund 143 as presented.

Vote: All Yes

3. Fund 177 Year End Clean Up Budget Amendments

This is the routine annual clean-up amendment to true up revenue and expenditure line items at fiscal year-end. This amendment increases 2020/21 revenues by \$203,819 and utilizes \$10,000 for 2020/2021 expenditures. The increase in the expenditures is to reflect an increase in current year county trustee commissions. The increase in revenues is to reflect actual collections to date, over budget, for the current fiscal year. The additional funds will be placed in ending fund balance to help offset increasing costs of capital projects in FY 21-22.

Motion made by Mrs. Moore, seconded by Mrs. Bratton, to approve the Fiscal Year 2020-21 year-end clean-up amendment as presented.

Vote: All Yes

- 4. Approval of job description and position for a salaried classified Federal Project Accountant and a salaried classified Payroll Accountant for the School Budget & Finance Department. Both positions are funded in the proposed FY 21-22 budget. These two positions are needed due to growth of the district as well as to handle the additional workload from ESSER II and ESSER III grant compliance and reporting. Funding for the federal project accountant position to come from ESSER II and ESSER III funds for the next two fiscal years, then funding to come from indirect costs from other federal grants.**

Motion made by Mrs. Maxwell, seconded by Mrs. Moore, to approve the job descriptions and positions for one Federal Project classified salaried accountant, as well as one classified salaried payroll accountant as detailed in the referenced job descriptions as presented.

Vote: All Yes

17. FACILITIES

Request from BRS Development for land at Rock Springs Elementary:

During the Title search to close on the sale of land owned by the McFarlin's to BRS Development, there have been some title issues arise. There is a triangular piece of property across Waldron Road from Rock Springs Elementary that is in RCS name. It was part of the JT Batey estate and was transferred to him from the McFarlin's when Waldron Road was relocated. They have requested a quick claim deed from RCS. Mr. Reed has been sent all documentation for review. If Mr. Reed agrees with the title information, Engineering would recommend transfer of the property.

Motion made by Mrs. Maxwell, seconded by Mr. Estes, to approve transfer of the property located across Waldron Road from Rock Springs Elementary subject to Title review by Jeff Reed's office as presented.

Vote: All Yes

Request to purchase 3.7 acres at Rock Springs Elementary:

Scott Butler of Butler Builders has requested to purchase 3.7 acres of RCS property located on the back side of Rock Springs Elementary. They would use this land to build additional homes in their Pinnacle Point Subdivision. Similar to the property at Wilson Elementary, should the Board allow this request, it would be a public offer. Engineering has reviewed the request and finds this land would be suitable for sale if the Board wishes to do so. Land value would be \$35,000.00 to \$50,000.00 per acre.

Tiffany Johnson stated this being the second time to look at a situation such as this, the need to look into liquidating land that is not useful or beneficial and putting that back into our building funds.

Motion made by Mrs. Maxwell, seconded by Mrs. Johnson, to approve the sale of 3.7 acres of land at Rock Springs Elementary as presented.

Vote: All Yes

Request to add playground equipment at Lascassas Elementary:

Principal Kim Marable has requested to add additional playground pieces to the existing play set. The cost for this request is \$7,814.28 and is to be funded through the PTO and fundraisers. Engineering and Construction has reviewed and supports the request.

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve Lascassas Elementary request to add additional playground equipment as presented at no cost to the Board.

Vote: All Yes

Request to replace the gym scoreboard at McFadden School of Excellence:

Principal Clark Blair has requested to replace the existing scoreboard with a new Fair Play Score Board. The cost for the scoreboard is \$5,710.00 and will be funded by Wilson Bank and Trust and other school funds. Engineering and Construction has reviewed and approves the request at no cost to the Board.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve the McFadden School of Excellence request to replace the gym scoreboard as presented, at no cost to the Board.

Vote: All Yes

18. DIRECTOR OF SCHOOLS EVALUATION INSTRUMENT & STRATEGIC GOALS

The Director of Schools Evaluation Instrument as well as Strategic Goals & Plans were provided to the Board. Mr. Evans went over information regarding the Strategic Plan & Goals and which ones have been accomplished to date as well as growth for the next 2-3 years.

Director Spurlock spoke on data and accountability of these goals and plans. He spoke on the financial consistency of revenue streams and moving forward. Dr. Anthony spoke on the development of the District wide Diversity, Equity and Inclusion committee for this fall and working with the State Dept. on protocols for training and tracking data. Director Spurlock stated currently we do not have a goal from the State Dept. of Education; therefore we will look at what we currently have and grow from that until that feedback is available.

Chairman Young stated this would give the Board time to look over and review the material for the June 24 meeting to finalize details.

19. INSURANCE UPDATE

Dr. Anthony stated there would be another meeting held in July to discuss the expansion of dental and vision insurance for retirees.

20. DIRECTORS UPDATE

Director Spurlock stated on July 1st, Commissioner Schwinn along with several Representatives, will be visiting RCS. The Director, along with Dr. Martin will accompany the Commissioner and Representatives to Blackman High School where they will be looking at some of our classrooms and learning.

21. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

No updates at this time

22. FEDERAL RELATIONS NETWORK (FRN) UPDATE

No updates at this time

23. GENERAL DISCUSSION

Mr. Evans made the Board aware of the Zone Exemption Appeal meeting that will be held on June 24, 2021.

Trey Lee spoke on EESI that was approved. The goal is by the July board meeting to have a preliminary report ready for review.

24. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 6:36 P.M.

Coy Young, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

RUTHERFORD COUNTY SCHOOL SYSTEM

Board of Education Meeting

2240 Southpark Drive

Murfreesboro, TN 37128

Minutes of June 24, 2021

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

After the Special Called Zone Exemption Appeals meeting adjourned, the Board Chairman called the Special Called Board Meeting to order at 5:45 P.M. Mr. Young asked to move items 2-4 up on the agenda and discuss the evaluation instrument and strategic goals last in order to allow Mr. Bodary to attend another scheduled meeting. There was no opposition from the Board.

2. SPECIAL EDUCATION CONTRACT

Contractual Agreement with The Wesley Foundation of Murfreesboro, TN:

The contract for the Lease and Rental Agreement between RCS and the Wesley Foundation is for the rental of a house located at 1607 Elrod Street, adjacent to the Wesley Foundation at MTSU. This house and the Wesley Foundation Student Center will be the central locations from which the Transition Academy program will be based. This agreement includes the use of space at the Wesley Foundation Student Center at no additional charge. The monthly rental cost of the house is \$1,500.00 per month from August 1, 2021 through July 31, 2022.

Motion made by Mrs. Johnson, seconded by Mrs. Moore, to approve the Lease and Rental Agreement of the house located at 1607 Elrod Street from August 1, 2021 through July 31, 2022 at \$1,500.00 per month. This rental, which includes use of the Wesley Foundation, will provide a continuing location at MTSU for the community-based Transition Academy for 18-22-year-olds with cognitive and developmental disabilities. The total cost, not to exceed \$18,000.00 for the 12-month period, will be paid from I.D.E.A. Part B Special Education funds.

Vote: All Yes

3. RUTHERFORD COUNTY JOB DESCRIPTION FOR FULL-TIME DIRECTOR OF ATHLETICS

The essential functions of this position within the organization is to direct, lead and oversee Rutherford County interscholastic athletic programs for TSSAA and system compliance.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the job description for the full-time Director of Athletics as presented.

Vote: All Yes

4. FINANCIAL MATTERS

The General-Purpose School Fund Year End Clean Up Amendment was added by Mr. Bodary to the agenda. This is the final year end clean up amendment for the General-Purpose School Fund to true up payroll line items after the last certified payroll run and purchase order cutoff. The increases in payroll lines include items such as payouts of leave for retiring employees and the associated benefits as well as to budget for a previous reclassification of OT and COTA salaries under the health services line items.

Motion made by Mr. Estes, seconded by Mrs. Bratton, to approve the Fiscal Year 2020-21 year-end clean up amendment as presented.

Vote: All Yes

5. DIRECTOR OF SCHOOLS EVALUATION INSTRUMENT AND STRATEGIC GOALS

The Director of Schools opened with discussing information pertaining to the Strategic Plan for 2021-2022. This is a flexible document providing awareness, focus and guidance on issues that impact the process of accomplishing our mission. The plan includes measurable goals that we seek to meet within one to three years.

Chairman Young discussed sample information provided from TSBA for the Directors evaluation instrument. Mr. Young asked for any suggestions or recommendations from the Board on changes to the evaluation tool. There was a lengthy discussion from all board members on their recommendations and suggestions.

Motion made by Mrs. Johnson, seconded by Mrs. Bratton to contact TSBA to help establish an instrument process for the Director of Schools evaluation instrument.

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

Motion passed.

6. 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

MINUTES

School Board Zone Exemption Appeals
June 24, 2021, 5 p.m.

MEMBERS PRESENT:

Coy Young, Chair
Tiffany Johnson, Vice Chair
Shelia Bratton
Jim Estes
Claire Maxwell
Lisa Moore
Tammy Sharp

Chair Coy Young opened the meeting and asked staff attorney Sara Page to swear in those families who would be addressing the Board during the zone exemption appeal hearings.

Communications Director James Evans informed the board that two families with scheduled appeals had requested to withdraw their appeal. As such, the Board would review three appeals instead of five.

1. The Gardner family requested a zone exemption for their child to attend Rocky Fork Middle instead of Smyrna Middle.

The student is a rising sixth-grader and the family does not believe their zoned school is a good school. Both principals recommended against the exemption.

Motion made by Lisa Moore, seconded by Shelia Bratton, to deny the appeal. All board members voted in favor of the denial.

2. The McAlpin family requested a zone exemption for their child to attend Eagleville instead of Riverdale High School.

The student is a rising 11th-grader who is a multi-sport athlete (football, baseball and wrestling). The parents state they are concerned about fights at Riverdale and want a smaller school environment. The family says they are looking for a home in the Eagleville zone but does not yet have a contract on a home. The Riverdale principal recommended against the exemption.

Motion made by Tiffany Johnson, seconded by Tammy Sharp, to approve the appeal request. All board member voted in favor of the approval.

3. The Peat family requested a zone exemption for their two children to attend Siegel High instead of Oakland High.

This request is for two students, one a rising 10th-grader and one a rising 11th-grader. The family states they had a previous bad experience at their zoned school and wants another school. One

of the students plans to participate in basketball. The Oakland principal recommended against the exemption.

Motion made by Jim Estes, seconded by Claire Maxwell, to deny the appeal. All board members voted in favor of the denial.

There being no further business, the meeting adjourned at approximately 5:39 P.M.

Coy Young, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

RUTHERFORD COUNTY BOARD OF EDUCATION

2240 Southpark Drive
Murfreesboro, TN 37128

Special Called Policy Committee Meeting
July 13, 2021

Board Members Present

Coy Young, Chairman
Tiffany Johnson, Vice Chairman
Claire Maxwell
Jim Estes
Shelia Bratton
Lisa Moore
Tammy Sharp
Bill C. Spurlock, Director of Schools

Committee Members Present

Tim Pedigo
Rhonda Lackey
Dr. Kay Martin
Mike Walls
Regina Harvey

Others Present

Sara Page
Jeff Reed
Pierrecia Lyons
Sarah Powell
Scott Broden, DNJ
Two community members

The Board Chairman, Mr. Young, called the meeting to order at 5:00p.m. All stood and recited the pledge, which was led by Chairman, Coy Young. Chairmen Young turned the meeting over to Sara Page.

The policy committee began with a review of Policy **1.8011**: Emergency Closings. Proposed amending to remove language regarding designating certain employees “essential,” made illegal by state law, Public Chapter 384. Ms. Page explained that the policies that were denoted with an asterisk would be presented for first and final reading before the Board at the next meeting set for 7/22/21. With present circumstances of meeting required deadlines,

the Board will first vote to invoke the emergency procedure outlined in Policy 1.600 waiving the second reading requirement and take immediate action to adopt new or revised policies. There were no further questions.

Motion was made by Jim Estes and seconded by Regina Harvey, to approve Policy 1.8011.

VOTE: All Yes

The policy committee reviewed **Policy 3.205** Security. Has been amended to add new cybersecurity requirements from a portion of state law, Public Chapter 335. Cleaned up language, like SRO, etc. and reduced time to 24 hours from 48 hours. No further questions.

Motion made by Mike Walls and seconded by Claire Maxwell to approve Policy 3.205.

VOTE: All Yes

The policy committee discussed revising **Policy 4.301** Interscholastic Athletics. The policy has been updated to include requirements of Public Chapters 40 and 272, which limits sports to biological sex, requires a code of conduct for coaches, and training related to severe weather and other safety protocols. No further questions.

Motion was made by Bill Spurlock, second by Claire Maxwell to approve Policy 4.301.

VOTE: All Yes

The policy committee discussion moved to recommended policy change to amend **Policy 4.406** Use of the Internet. It is being amended to update some language regarding the parental notification for student's permission to use technology and changed opt-in to opt-

out for technology use. Revised to better understand parents' concerns and needs. No further questions.

Motion was made by Shelia Bratton, second by Tammy Sharp to approve Policy 4.406.

VOTE: All Yes

The policy committee discussed rewriting **Policy 4.605** Graduation Requirements. The policy revision reduces the number of credits needed to graduate early under the Move On When Ready Act from 18 to 17 credits, per state law, Public Chapter 493. No further questions.

Motion was made by Jim Estes, second by Dr. Kay Martin to approve Policy 4.605.

VOTE: All Yes

The policy committee discussed amending **Policy 4.700** Testing Programs. The policy is being amended to include a small addition to ensure compliance with Public Chapter 271 requiring CTE opportunities to be shared with students after they complete aptitude assessments, which has been standard practice with RCS for a while, but this is an opportunity to clarify the policy. No further questions.

Motion was made by Tiffany Johnson to adopt Policy 5.302 with a second by Claire Maxwell to approve Policy 4.700 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 5.106** Application and Employment. The policy now includes language regarding temporary teaching permits now allowed by law, and general clean-up of language as well. No further questions.

Motion was made by Claire Maxwell to adopt Policy 5.106 with a second by Tammy Sharp to approve Policy 5.106 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 5.117** Teacher Tenure. Policy 5.117 has been fully rewritten to clarify the process and address frequently asked questions, adopted the model TSBA policy to clarify, including how to determine eligibility considering hold harmless and non-scored years. This is a big topic of concern for our teachers. No further questions.

Motion was made by Jim Estes to adopt Policy 5.117 with a second by Lisa Moore to approve Policy 5.117 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 5.200** Separation Practices for Tenured Teachers. Policy 5.200 changes the authority from the Commissioner to the State Board as it relates to who may suspend a teacher's license for breach of contract. All has been hosted by the state Board about licensing authority. No further questions.

Motion was made by Director Bill Spurlock to adopt Policy 5.200 with a second by Tiffany Johnson to approve Policy 5.200 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 5.201** Separation Practices for Non-Tenured Teachers. Policy 5.201 includes a modification to the non-renewal notice delivery law and changes the authority from the Commissioner to the State Board as it relates to who may suspend a teacher's license for breach of contract. Requires non-renewal notification to be handwritten and either mailed or emailed, hand delivery is prohibited. No further questions.

Motion was made by Lisa Moore to adopt Policy 5.201 with a second by Shelia Bratton to approve Policy 5.201 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 5.802** Qualifications and Duties of the Director of Schools. Policy 5.802 includes reporting duties now required for temporary teaching permits that are a new creature designed by statute, and general clean-up. No further questions.

Motion was made by Coy Young to adopt Policy 5.802 with a second by Dr. Kay Martin to approve Policy 5.802 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 6.200** Attendance. Policy 6.200 changes tiers to match Public Chapter 223. The revised policy gives an expedited approach that mirrors RTI. It now applies to all students, no longer must go through the steps; can take them straight to Juvenile Court. Strike lines 9-10 on page 4 because no longer applicable, since covers ALL students.

Motion was made by Claire Maxwell to adopt Policy 6.200 with a second by Shelia Bratton to approve Policy 6.200 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 6.300** Code of Conduct. Policy 6.300 incorporates aspects of the Teacher Discipline Act, Public Chapter 77. The revised policy will not go into effect until the 2022-2023 academic year but want teachers to acclimated with the policy now for smoother implementation in the future.

Motion was made by Mike Walls to adopt Policy 6.300 with a second by Claire Maxwell to approve Policy 6.300 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 6.306** Interference/Disruption of School Activities. Policy 6.306 has almost a full rewrite. It incorporates aspects of the Teacher Discipline Act, Public Chapter 77. The meat of our Teacher's Disciplinary Act will appear in our code. No further questions.

Motion was made by Director Spurlock to adopt Policy 6.306 with a second by Tiffany Johnson to approve Policy 6.306 as proposed.

VOTE: All Yes

The policy committee discussed revising **Policy 6.402** Physical Examinations and Immunizations. Policy 6.402 adds an exception related to COVID-19 pursuant to Public

Chapter 513. Tennessee allows for religious exemptions in absence of a pandemic. Revision to policy considered feedback to clarify the excepting language.

Motion was made by Claire Maxwell to adopt Policy 6.402 with a second by Tammy Sharp to approve Policy 6.402 as proposed.

VOTE: Majority Yes, with Regina Harvey opposing.

The policy committee discussed revising **Policy 6.4081** Safe Relocation of Students. Policy 6.4081 incorporates aspects of the Teacher Discipline Act, Public Chapter 77. Doesn't go into effect until 2022-2023 school year. No further questions.

Motion was made by Claire Maxwell to adopt Policy 6.4081 with a second by Shelia Bratton to approve Policy 6.4081 as proposed.

VOTE: All Yes

The following new policies were presented for consideration by the committee:

Policy 1.2021 Boardmanship Code of Conduct. This model policy establishes a general code of conduct for Board members, recommended by the TSBA. No further questions.

Motion was made by Tiffany Johnson to adopt Policy 1.2021 with a second by Shelia Bratton to approve Policy 1.2021 as proposed.

VOTE: All Yes

Policy 1.900 Charter School Authorizing Principles. The policy is a fundamental policy to establish new section of policies in the event the district gains a charter school. Establishes foundation for establishment of a charter school.

Motion was made by Jim Estes to adopt Policy 1.900 with a second by Regina Harvey to approve Policy 1.900 as proposed.

VOTE: All Yes

Policy 1.902 Charter School Agreements. Fundamental policy regarding charter school agreements for a new section of policies in the event the district gains a charter school. The new policy sets out statutory minimums for the management of a charter school. No further questions.

Motion was made by Bill Spurlock to adopt Policy 1.902 with a second by Jim Estes to approve Policy 1.902 as proposed.

VOTE: All Yes

Policy 1.903 Charter School Oversight. Fundamental policy regarding charter school oversight by the Board for a new section of policies in the event the district gains a charter school. No further questions.

Motion was made by Claire Maxwell to adopt Policy 1.903 with a second by Lisa Moore to approve Policy 1.903 as proposed.

VOTE: All Yes

Policy 1.904 Charter School Intervention. Fundamental policy regarding charter school intervention and remedies for a new section of policies in the event the district gains a charter school. No further questions.

Motion was made by Regina Harvey to adopt Policy 1.904 with a second by Tiffany Johnson to approve Policy 1.904 as proposed.

VOTE: All Yes

Policy 1.905 Charter School Renewal. Fundamental policy regarding charter school application/agreement renewals for a new section of policies in the event the district gains a charter school. Policy 1.905 is self-explanatory. No further questions.

Motion was made by Coy Young to adopt Policy 1.905 with a second by Bill Spurlock to approve Policy 1.905 as proposed.

VOTE: All Yes

Policy 1.906 Charter School Revocation. Fundamental policy regarding charter school revocation for a new section of policies in the event the district gains a charter school. It establishes the means to revoke a charter if it becomes necessary. No further questions.

Motion was made by Mike Walls to adopt Policy 1.906 with a second by Claire Maxwell to approve Policy 1.906 as proposed.

VOTE: All Yes

Policy 3.220 Access to Private Facilities. Creates general structure and authority to establish procedures to comply with Public Chapter 452. Establishes a means for any individual to request more privacy and gain equal access to facilities. No further questions

Motion was made by Bill Spurlock to adopt Policy 3.220 with a second by Shelia Bratton to approve Policy 3.220 as proposed.

VOTE: All Yes

Policy 4.101 Instructional Standards. Lays out recent legislative limitations on instructional standards. This does include recent legislation regarding Critical Race Theory and LGBTQ bills. Lisa Moore asked why the policy didn't mention these 2 specific topics, and only mentioned Common Core curriculum and instructional materials and instruction? Sara said that the policy was left vague to encompass all instructional standards subject to legislative action. Regina Harvey made a comment/statement for the record voicing the precedent that is potentially set when the legislature passes bills regarding instruction without any input of School Boards and the constant shifting of expectations that sets since instruction expectations become tied to who is elected.

Motion was made by Claire Maxwell to adopt Policy 4.101 with a second by Coy Young to approve Policy 4.101 as proposed.

VOTE: All Yes

Policy 4.204 Summer Instructional Program. Tabled discussion on this policy to allow our Instruction Department more time to work out deadlines.

Policy 4.213 Family Life Education. Required to be adopted by Public Chapter 290. Previously only required for counties with a high teen pregnancy rate. Now, required for all districts. Jenna Stitzel, Coordinated School Health, confirmed this policy is in line with current practices, and doesn't anticipate any changes.

Motion was made by Bill Spurlock to adopt Policy 4.213 with a second by Shelia Bratton to approve Policy 4.213 as proposed.

VOTE: All Yes

Policy 6.202 Home Schools. Replaces previous Home School policy. Gives a lot more detail and relieves Debbie Smotherman from having field so many questions.

Motion was made by Regina Harvey to approve Policy 6.202 with a second by Lisa Moore to approve Policy 6.202 as proposed.

VOTE: All Yes

There being no further business, the meeting adjourned at approximately 5:30 p.m.

Coy Young, Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

July 22, 2021

Fees

Oakland High	Jack Jones Youth Football camp, youth football camp, 6/19/21 9am-12pm, football field, \$100/hr, retroactively approved, <i>*subject to COVID-19 restrictions and updates.</i>
Oakland High	We Work Hoops, basketball training, 7/22/21 M/Sa 10-11:30am, gym, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Oakland High	Tidal Wave Baseball 9u, practices & training, 7/29/21-6/30/22 Su-Sa 6-8pm, softball field & indoor facility, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Oakland Middle	Tidal Wave Baseball, practices, 7/9/21-6/30/22 Tuesdays 5-7pm, baseball field, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Riverdale	TN Thunder , travel ball practices, 6/1/21-7/31/21 Tu/Th 6-7pm Tuesday & 8-9pm Thursday, baseball field, \$18/hr, retroactively approved, <i>*subject to COVID-19 restrictions and updates.</i>
Riverdale	Blueprint Baseball , travel ball practices, 6/1/21-7/31/21 5:30-7pm, baseball field, \$18/hr, retroactively approved, <i>*subject to COVID-19 restrictions and updates.</i>
Riverdale	Perfect Game Baseball , baseball tournament, 6/17/21-6/19/21 8am-8pm, baseball field, \$290/day, retroactively approved, <i>*subject to COVID-19 restrictions and updates.</i>
Siegel High	Triple Crown Sports, baseball tournament, 7/2/21-7/5/21 all day, baseball field, \$290/day, <i>*subject to COVID-19 restrictions and updates.</i>
Siegel High	Perfect Game Baseball , baseball tournament, 6/3/21-6/6/21 all day, baseball field, \$290/day, retroactively approved, <i>*subject to COVID-19 restrictions and updates.</i>
Siegel High	Pastime Tournaments, baseball tournament, 7/15/21-7/18/21 all day, ball field, \$290/day, retroactively approved, <i>*subject to COVID-19 restrictions and updates</i>

Siegel High	Net Elite, baseball tournament, 7/23/21-7/25/21 all day, ball field, \$290/day, <i>*subject to COVID-19 restrictions and updates</i>
Smyrna Middle	True Gospel Missionary Baptist Church, church services, 8/15/21-7/21/22 9am-12pm Sundays, classroom 205 & auditorium, \$300/wk, <i>*subject to COVID-19 restrictions and updates.</i>
Walter Hill Elementary	Making a Stand Society; basketball practices; 7/12/21, 7/14/21, 7/19/22, & 7/21/22 6-8pm; gym, \$18/hr; retroactively approved; <i>*subject to COVID-19 restrictions and updates.</i>

No Fee

LaVergne High	Givelife4Ryan & American Red Cross, Blood Drive, 8/7/21 8am-4pm, gym, No Fee, <i>*subject to COVID-19 restrictions and updates.</i>
Oakland High	Special Olympics Area 16, special olympics flag football, 7/31/21 10am-12pm, football field, No Fee, <i>*subject to COVID-19 restrictions and updates.</i>
Rocky Fork Middle	Smyrna Jr. Basketball League, youth basketball games, 11/1/21-3/12/22 Saturdays all day, gym, No Fee only supervision fees, <i>*subject to COVID-19 restrictions and updates.</i>
Siegel High	Bill Sattler Memorial Foundation for Aerospace Education, aerospace camp, 6/9/21-6/16/21 9am-2pm, classroom, No Fee, Retroactively approved, <i>*subject to COVID-19 restrictions and updates.</i>
Siegel Middle	Mid Tennessee Umpires, umpire camp, 8/6/21-8/8/21 6 th 6-10pm/7 th & 8 th 8am-5pm, classroom/hitting facility/ball fields, No Fee, <i>*subject to COVID-19 restrictions and updates.</i>

Note: Facility use for 7/22/21 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.**

Bid #3538 - Non-Food Products for School Nutrition

Item No.	Items and Specifications	Unit of Measure	Estimated Usage	Palmer Wholesale					Interboro Packaging					IWC				American Paper and Twine						
				Size/ Count per Case	Brand	Unit Price	Case Price	Extended Price	Size/ Count per Case	Brand	Unit Price	Case Price	Extended Price	Size/ Count per Case	Brand	Unit Price	Case Price	Extended Price	Size/ Count per Case	Brand	Unit Price	Case Price	Extended Price	
52	Trays, 6 oz. Food Trays #40	each	225	1000	PK	0.0187	\$18.74	\$4,216.50							1000 CT	SOUTHERN CHAMPION/0405	\$0.0179	\$17.86	\$4,018.50	1000		\$ 0.02	\$ 18.02	\$ 4,054.50
53	Trays, Food - Kantleek 3 lb.	each	1100	500	PK	0.0417	\$20.85	\$22,935.00							500 CT	SOUTHERN CHAMPION/0425	\$0.0409	\$20.47	\$22,517.00	500		\$ 0.04	\$ 20.45	\$ 22,495.00
Tableware (Plate, Cup, Bowl, Forks etc.)																								
54	Plate, 6" White Fiber	each	75												NO BID	NO BID	NO BID	NO BID		1000		\$ 0.04	\$ 44.46	\$ 3,334.50
55	Straws Bulk Plastic	each	350	24/500	PK		\$45.00	\$15,750.00							24/300 CT	BERK/PACKER/68174303	\$0.0082	\$58.71	\$20,548.50	12000		\$ 0.00	\$ 46.38	\$ 16,233.00
56	Fork, Wrapped Medium Plastic	each	2200	1000	PK	0.0159	\$15.92	\$35,024.00							1000 CT	D&W/BERKLEY /P1001WR	\$0.0285	\$28.47	\$62,634.00	1000		\$ 0.03	\$ 25.19	\$ 55,418.00
57	Spoon, Wrapped Plastic	each	1200	1000	PK	0.0159	\$15.92	\$19,104.00							1000 CT	D&W/BERKLEY /P1003WR	\$0.0304	\$30.39	\$36,468.00	1000		\$ 0.02	\$ 22.90	\$ 27,480.00
58	Napkin Dispenser	each	10	EACH	PK		\$12.50	\$125.00							EACH	PACKER/NT11	\$3.1500	\$3.15	\$31.50	1		\$ 12.60	\$ 12.60	\$ 126.00
59	Napkins, 9.8x6.5 wht	each	770	6000	PK	0.0051	\$30.48	\$23,469.60							12/500 CT	SCA/14102900	\$0.0093	\$55.71	\$42,896.70	6000		\$ 0.00	\$ 25.50	\$ 19,635.00
Labels																								
60	Daglo Label, Chicken	each	30	1000	PK	0.0031	\$3.05	\$91.50							1000 CT	NATIONAL CHECK /DY007	\$0.0053	\$5.33	\$159.90	1000		\$ 0.01	\$ 7.72	\$ 231.60
61	Daglo Label, Cheeseburger	each	30	1000	PK	0.0031	\$3.05	\$91.50							1000 CT	NATIONAL CHECK /DY006	\$0.0053	\$5.33	\$159.90	1000		\$ 0.01	\$ 7.72	\$ 231.60
62	Daglo Label, Turkey	each	5	1000	PK	0.0031	\$3.05	\$15.25							1000 CT	NATIONAL CHECK/DR039	\$0.0053	\$5.33	\$26.65	1000		\$ 0.01	\$ 7.72	\$ 38.60
63	Daglo Label, BLANK	each	100	1000	PK	0.0031	\$3.05	\$305.00							1000 CT	NATIONAL CHECK/CS202	\$0.0033	\$3.27	\$327.00	1000		\$ 0.01	\$ 5.35	\$ 535.00
64	Daglo Label, Ham	each	5	1000	PK	0.0031	\$3.05	\$15.25							1000 CT	NATIONAL CHECK/DSY287	\$0.0053	\$5.33	\$26.65	1000		\$ 0.01	\$ 7.72	\$ 38.60

Mailed to 25 vendors
22 vendors did not respond

*Item did not meet the bid specifications

Recommend: Motion to award to American Paper & Twine, IWC, Interboro Packaging and Palmer Wholesale as highlighted for overall lowest and best bid

To be funded through School Nutrition Department.

Bid #3539
Sodding, Sprigging, and Seeding

Item #	Description	Buy Sod USA, LLC
Materials and Installed:		
1	Blended Turf Fescue - per sq. ft.	
2	419 or Quicksand - per sq. ft.	\$ 0.46
3	Empire or Meyer Zoysia - per sq. ft.	
Furnish Materials Only:		
4	Blended Turf Fescue - per sq. ft.	
5	419 - per sq. ft.	\$ 0.32
6	Empire or Meyer Zoysia - per sq. ft.	
Grass Seeding and Sprigging:		
7	Grass Seeding - per 1000 sq. ft.	
8	*Sprigging - per acre	
9	Hydroseeding- per acre	

Mailed 22 vendors
 21 vendors did not respond

Recommend: Motion to award to Buy Sod USA for overall lowest and best bid.

To be funded through Maintenance Department and Building Program

Bid #3540

L.P. Gas

Company Name	Mont Belview Price Plus	Burnisher Cylinder Service (per cylinder)
Amerigas Propane, L.P.	\$ 0.47	\$ 45.00
Ferrellgas, LP	\$ 0.610	\$ 12.69

Mailed to 8 vendors

6 vendors did not respond

Recommend: Motion to award to Ferrellgas, LP for the lowest and best bid.

To be funded through the Maintenance Department and Individual Schools.

**Bid #3541
Custodial Supplies / Equipment**

Item #	Product	A-Z	Central Poly	HiTouch	Interboro	Kelsan	Pyramid School	Strong Medical Partners	Unipak	Zep
Floor Care Materials										
1	Carpet Shampoo (Dry Foam)									
2	Carpet Extraction Fluid			\$ 13.55		\$ 9.46				\$ 12.00
3	Neutral Floor Soap					\$ 5.83				\$ 9.00
4	Defoam Concentrate			\$ 17.30		\$ 15.98				\$ 18.00
5	Neutral Cleaner for LVT Floor: Diversey STRIDE or PROMINENCE, Shaw Hard Surface Cleaner, Hilway Direct Neutral Cleaner or approved equal			\$ 6.80		\$ 5.83				\$ 9.00
6	Spray and Buff for LVT Floor: Diversey SNAPBACK or approved equal			\$ 20.93		\$ 10.82				\$ 10.42
7	Matte Finish for LVT Floor: Diversey Carefree Matte, Hilway Direct Plus Matte or approved equal					\$ 17.57				\$ 14.67
8	Gloss Finish for LVT Floor: Diversey Carefree, Hilway Direct Plus Gloss or approved equal			\$ 23.48		\$ 19.48				\$ 14.94
Buffing/Stripping Pads										
9	20" Black Stripping Pads			\$ 16.92		\$ 11.65	\$ 12.99			
10	13" Black Stripping Pads			\$ 10.41		\$ 6.09	\$ 6.99			
11	13" White Polishing Pads			\$ 12.80		\$ 6.09	\$ 6.99			
12	20" White Polishing Pads			\$ 13.73		\$ 11.65	\$ 12.99			
13	13" Red Buffing Pads			\$ 15.13		\$ 6.09	\$ 6.99			
14	20" Red Buffing Pads			\$ 13.73		\$ 11.65	\$ 12.99			
15	20" Aqua Burnishing Pads			\$ -		\$ 11.87	\$ 12.99			
16	27" Aqua Burnishing Pads			\$ 64.25		\$ 10.67	\$ 29.99			
17	27" White Burnishing Pads			\$ 90.06		\$ 10.46	\$ 29.99			
18	6" x 10" Doodle Bug						\$ 19.96			
19	6" x 10" Doodle Bug 5' Handle						\$ 2.99			
20	6" x 10" Doodle Bug Pads						\$ 13.98			
21	14 x20 Floor Pads All Colors (White/Red/Blue/Green/Black)					\$ 14.60	\$ 15.99			
22	14x20 Conditioning/Striping Pads					\$ 22.92	\$ 23.99			
23	14x20 Prep Pads						\$ 23.99			
24	14 x28 Floor Pads All Colors (White/Red/Blue/Green/Black)					\$ 19.48	\$ 19.98			
25	14x28 Conditioning/Striping Pads					\$ 32.41	\$ 31.99			
26	14x28 Prep Pads						\$ 31.99			
27	27" Remover Burnishing Pads					\$ 28.68	\$ 29.99			
28	Red 3M pad/equivalent brushes									
Cleaner/Disinfectants										
29	Clorox Disinfectant Wipes 1 lb. canisters or equal	\$ 18.00		\$ 19.00		\$ 50.73	\$ 33.95		\$ 36.50	\$ 28.50
30	70 % Isopropyl Alcohol	\$ 1.54				\$ 1.83				
31	Odorless Mineral Spirits									
32	Electronic/Keyboard Wipes	\$ 1.95		\$ 4.16			\$ 139.90			
33	Cleansing Powder	\$ 22.00		\$ 23.28		\$ 33.27	\$ 36.98			
34	Disinfectant Deodorant (No Substitutes)									\$32.00
35	Dust Mop Treatment (Water Base)	\$ 30.45		\$ 30.36		\$ 53.64				
36	Furniture Polish (Lemon Scented)	\$ 27.78		\$ 27.72		\$ 37.45	\$ 32.98			
37	Glass Cleaner	\$ 53.65		\$ 31.68		\$ 24.23				\$ 30.00
38	Liquid Drain Opener			\$ 38.04		\$ 72.30			\$ 48.00	
39	Foam Hand Soap Purell Education FMX20	\$ 40.00		\$ 43.42		\$ 41.93				\$40.00
40	Hand Sanitizer 67.6 ounce bottles or less not to exceed 68	\$ 14.80		\$ 19.87		\$ 76.76				\$ 28.25
41	Mark/Vandalism Remover	\$ 37.31		\$ 94.44		\$ 84.51	\$ 39.99			
42	Stainless Steel Cleaner (Oil Base)	\$ 33.00				\$ 46.40	\$ 31.98			
43	Tile & Grout Cleaner	\$ 32.40		\$ 37.44		\$ 36.30				
44	Vomit Absorbent	\$ 43.91		\$6.89 each		\$ 47.73	\$ 57.36			
45	Chewing Gum Remover	\$ 42.96		\$ 43.20		\$ 38.32	\$ 27.98			
46	ASAP All Purpose Cleaner	\$ 25.22		\$ 12.60		\$ 27.38	\$ 26.98			
47	Disinfectant (MRSA)	\$ 56.64		\$ 51.48		\$ 32.33				
48	Bleach	\$ 2.45		\$ 2.74		\$ 2.48				
49	Restroom Cleaner Concentrate 10 oz. Cartridge or equal	\$ 38.15								
50	Multi-Surface Cleaner Concentrate 10 oz. Cartridge or equal	\$ 44.25								

**Bid #3541
Custodial Supplies / Equipment**

Item #	Product	A-Z	Central Poly	HiTouch	Interboro	Kelsan	Pyramid School	Strong Medical Partners	Unipak	Zep
51	TruShot™ Restroom Disinfectant Cleaner, Concentrate, 10 oz. Cartridge or equal	\$ 38.16								
52	Super-Concentrate Non-Ammoniated Glass Cleaner 10 oz. Cartridge or equal	\$ 40.15								
53	Super-Concentrate Ammoniated Glass Cleaner 10 oz. Cartridge or equal	\$ 44.25								
54	Power Cleaner and Degreaser Concentrate 10 oz. Cartridge or equal	\$ 100.47								
55	TruShot™ Trigger Dispenser 10 oz. Trigger or equal									
56	Heavy Duty Neutral Floor Cleaner Concentrate 2 Liter Cartridge or equal	\$ 47.26								
57	Hose Hook-up Kit - Standard - 3/4 in. diameter x 6 ft. or equal	\$ 264.50								
Paper Materials										
58	Multi-Fold towels (Brown)	\$ 14.33	\$ 18.70	\$ 17.41		\$ 16.61				
59	Single-Fold Towels (Brown)	\$ 15.76	\$ 18.00	\$ 24.94		\$ 15.54				
60	Toilet Tissue (2-ply 500 sheet rolls)	\$ 28.25	\$ 41.00	\$ 38.80		\$ 31.48				
61	Teri Reinforced Towels	\$ 33.17		\$ 42.30		\$ 48.04	\$ 79.98			
Brooms/Mops										
62	Warehouse Straw Brooms	\$ 69.24		\$ 75.24		\$ 76.56	\$ 82.68			
63	Wet Mop Handles (Saddle Type) - Metal Only	\$ 53.40		\$ 60.60		\$ 64.20	\$ 70.68			
64	Dust Mop Handles	\$ 62.52		\$ 60.96		\$ 62.88	\$ 71.88			
65	24 oz. Wet Mop Heads (Cotton, Saddle)	\$ 33.84		\$ 129.60		\$ 40.32	\$ 58.68			
66	12" Plastic Dust Pans	\$ 1.86		\$ 1.92		\$ 5.32	\$ 2.09			
67	24 oz. Wax Mop Heads (Rayon, Saddle)	\$ 59.64		\$ 57.60		\$ 118.80	\$ 59.88			
68	Micro Fiber Dry Dust Mop Head	\$ 13.80								
69	Micro Fiber Wet Mop Head	\$ 71.43								
70	Handles for Micro Fiber Mop Heads	\$ 6.03		\$ 7.14						
Dust Mop Frames/Covers/Scrapers - No Substitutions and Dust Mop Covers must be washable not disposable.										
71	24 x 3 1/2 Dust Mop Frame			\$ 2.00		\$ 2.88	\$ 2.89			
72	36 x 3 1/2 Dust Mop Frame			\$ 2.71		\$ 2.83	\$ 3.79			
73	60 x 3 1/2 Dust Mop Frame			\$ 4.51		\$ 4.60	\$ 8.99			
74	24 x 3 1/2 Dust Mop Cover (cloth)					\$ 61.68	\$ 63.48			
75	36 x 3 1/2 Dust Mop Cover (cloth)						\$ 83.88			
76	60 x 3 1/2 Dust Mop Cover (cloth)						\$ 146.28			
77	Long Handle Floor Scrapers			\$ 16.86		\$ 10.74	\$ 8.99			
78	Replacement Scraper Blades			\$ 7.32		\$ 4.73	\$ 3.98			
Gloves and Face Masks										
79	Small Medical Exam Vinyl Gloves (Powder -Free)	\$ 39.75		\$ 71.76	\$ 48.00		\$ 69.90	\$ 39.50	\$ 44.00	
80	Medium Medical Exam Vinyl Gloves (Powder Free)	\$ 39.75		\$ 71.76	\$ 48.00		\$ 69.90	\$ 39.50	\$ 44.00	
81	Large Medical Exam Vinyl Gloves (Powder Free)	\$ 39.75		\$ 71.76	\$ 48.00		\$ 69.90	\$ 39.50	\$ 44.00	
82	X-Large Medical Exam Vinyl Gloves (Powder Free)	\$ 39.75		\$ 71.76	\$ 48.00		\$ 69.90	\$ 39.50	\$ 44.00	
Can Liners										
83	20-30 gal. Liners (0.7 mil) on Roll 10/25 - 250 cs	\$ 16.21	\$ 15.20	\$ 24.65	\$ 18.82	\$ 12.61			\$ 22.25	
84	60 gal. Liners (0.9 mil) on Roll 10/10- 100 cs	\$ 15.23	\$ 17.10	\$ 29.02	\$ 20.34	\$ 13.51			\$ 22.25	
Trigger Sprayer/Bowl Mops										
85	32 oz. Trigger Sprayers	\$ 0.58		\$ 0.50		\$ 0.66	\$ 0.98			
86	Standard Toilet Bowl Mops	\$ 0.64		\$ 0.79		\$ 0.60	\$ 0.65			
Restroom Equipment										
87	Single-Fold Towel Cabinet			\$ 45.49			\$ 22.98			
88	Toilet Tissue Holder			\$ 15.71			\$ 6.89			
89	Square Plastic Soap Dispensers - Foam Purell FMX-20									
Bug Spray/Other Cleaners										
90	Wasp & Hornet Spray	\$ 54.78				\$ 53.95	\$ 45.98			
91	Head Lice Spray	\$ 53.36		\$ 100.20						
92	Roach and Ant Killer	\$ 45.65		\$ 61.08			\$ 41.98			
93	Pumice Hand Cleaner	\$33.69 case		\$ 16.62		\$ 16.49				
94	Ice Melt	\$ 9.75		\$ 10.71						
Cleaning Equipment										
95	Mop Bucket/Wringer Combo	\$ 44.86		\$ 76.59		\$ 47.61	\$ 62.99			

**Bid #3541
Custodial Supplies / Equipment**

Item #	Product	A-Z	Central Poly	HiTouch	Interboro	Kelsan	Pyramid School	Strong Medical Partners	Unipak	Zep
96	Janitorial Carts	\$ 96.75		\$ 139.16		\$ 161.77	\$ 109.98			
97	Bag replacement for janitorial cart	\$ 9.94		\$ 52.70		\$ 55.65	\$ 28.98			
98	Commercial Vacuum Belts (Sanitare Vacuum SC679J)									
99	Commercial Vacuum Belts									
100	44 gal. Brute Container	\$ 55.92		\$ 46.32		\$ 40.84	\$ 49.98			
101	44 gal. Brute Blue Recycle Container	\$ 32.26		\$ 90.00		\$ 55.55	\$ 49.98			
102	Brute Container Dollies	\$ 25.67		\$ 69.22		\$ 39.30	\$ 27.98			
103	Wet Floor Signs	\$ 5.55		\$ 8.95		\$ 14.07	\$ 7.99			
104	30" Squeegee w/ 5' Wooden Handle	\$ 11.09		\$ 34.18			\$ 19.98			
Sanitary Products										
105	Sanitary Napkin Receptacles	\$ 21.41		\$ 52.42		\$ 53.80	\$ 19.99			
106	Sanitary Receptacle Wax Bags	\$ 13.48		\$ 0.12		\$ 8.69	\$ 14.98			
Classroom Equipment										
107	13 qt Blue Recycle Waste Cans	\$ 5.93		\$ 4.32		\$ 6.16	\$ 3.79			
108	28 qt Classroom Waste Cans	\$ 3.86		\$ 3.84		\$ 6.63	\$ 4.39			

Mailed to 37 vendors
28 vendors did not respond

*Item bid not as specified

Recommend: Motion to award to lowest and best bid as shown

To be funded through the Maintenance Department.

Bid #3542 - PE Uniforms

Company	Item #1 T - Shirts				Item #2 Shorts (7" inseam)				Item #3 Shorts (9" inseam)			
All-Star Custom Apparel	\$ 4.30	\$ 4.83	\$ 5.09	Hanes	\$ 6.74	\$ 7.82	\$ 8.06	Augusta	\$ 6.74	\$ 7.82	\$ 8.06	Augusta
BSN Sports	\$ 3.55	\$ 3.55	\$ 4.15	Port & Co.	No Bid	No Bid	No Bid		\$ 6.20	\$ 6.20	\$ 6.75	TEK
Express Press	\$ 3.22	\$ 3.22	\$ 3.48	Gildan	\$ 9.85	\$ 9.85	\$ 10.12	Champion	\$ 9.85	\$ 9.85	\$ 10.12	Champion
Home Team Athletics	\$ 4.65	\$ 4.65	\$ 5.25	Gildan	\$ 7.25	\$ 7.25	\$ 7.85	Champro	\$ 7.25	\$ 7.25	\$ 7.85	Champro
Mathews Team Sports	\$ 3.50	\$ 3.50	\$ 3.95	Port & Co.	\$ 5.00	\$ 5.00	\$ 6.00	Augusta	\$ 6.00	\$ 6.00	\$ 6.75	Augusta
Riddell	\$ 5.49	\$ 5.49	\$ 5.74	Gildan	\$ 8.25	\$ 8.50	\$ 8.50	Riddell	\$ 8.93	\$ 8.93	\$ 9.19	Riddell
The Shirt Shed	\$ 8.50	\$ 9.10	\$ 11.10	Champion	\$ 12.50	\$ 14.50	\$ 16.50	Champion	\$ 15.00	\$ 17.00	\$ 19.00	Champion
The Worx Group	\$ 4.22	\$ 4.22	\$ 4.39	Gildan	\$ 6.42	\$ 6.42	\$ 6.58	A4	\$ 6.50	\$ 6.50	\$ 6.96	A4

Mailed to 40 vendors
32 vendors did not respond

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

To be funded through individual schools.

Bid # 3543 - Laminating Film

Item #	Description	Acco Brands	Cascade School	Pyramid School	Scott Electric
1	12" x 500' x 1" (GBC 3000002)	\$ 24.00		\$ 27.98	\$ 28.00
2	18" x 500' x 1" (GBC 3000003)	\$ 31.98	\$ 57.72	\$ 35.98	\$ 36.00
3	25" x 500' x 1" (GBC 3000004)	\$ 34.00	\$ 61.55	\$ 43.98	\$ 36.00
4	25" x 500' x 2 1/4" (GBC 3000007)	\$ 22.00		\$ 53.98	\$ 48.00
5	27" x 500' x 1" (GBC 3126061)	\$ 37.08	\$ 102.05	\$ 49.96	\$ 38.00
6	Laminating Pouches - Letter size (9"x11"), heatsealed, 100/box	\$ 8.00	\$ 14.54	\$ 7.99	\$ 8.00
7	GBC E-Z Load Laminating 27" Film 25" x 500' (Part. #3748201EZ)	\$ 41.87	\$ 140.42	\$ 106.98	

Mailed to 18 vendors
13 vendors did not respond

Received a "No Bid" from School Specialty

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

To be funded through GPS and individual schools.

Bid #3544 - Athletic Training Equipment and Supplies

Item #	Product Category	Description	Bill Fritz	BSN Sports	Healthy School Supply	Henry Schein	Mckesson Medical	Medco	School Specialty
1	ATR supplies	Biohazard Bags				\$ 37.33	\$ 25.12	\$ 4.18	\$ 12.70
2	ATR supplies	Oakworks Portable Taping Table Game Package				\$ 566.60		\$ 646.53	
3	ATR supplies	Pillow covers with zipper				\$ 1.74	\$ 9.18	\$ 1.51	
4	ATR supplies	Plastic Sundry Jars Set				\$ 25.37	\$ 4.15	\$ 30.34	\$ 33.54
5	ATR supplies	Portable Taping Table ProTeam-Hausman				\$ 447.00		\$ 551.57	
6	ATR supplies	Realspace Wire Shelving Unit 4 shelf				No Bid	No Bid	No Bid	No Bid
7	ATR supplies	Sharps Container				\$ 1.73	\$ 3.60	\$ 3.64	\$ 2.33
8	ATR supplies	Tongue Depressors 100/bx				\$ 5.77	\$ 5.48	\$ 3.23	\$ 7.59
9	ATR supplies	Tongue Depressors Sterile				\$ 6.62	\$ 2.94		\$ 5.10
10	ATR supplies	Wall Mount Towel drying rack				\$ 43.18	\$ 42.05	\$ 49.64	
11	Bags and Kits	Foobag Med				\$ 59.24		\$ 75.23	
12	Bags and Kits	Ridgelite Tactical Kit Pack				\$ 61.96		\$ 75.57	\$ 241.64
13	Bandage & Dressing	Banacid 75 x 2					\$ 5.59	\$ 7.06	\$ 24.23
14	Bandage & Dressing	Cotton Tip Applicators Non-sterile 100/bg				\$ 6.35	\$ 0.58	\$ 0.68	\$ 4.66
15	Bandage & Dressing	Cotton Tip Applicators Sterile				\$ 5.31	\$ 3.76	\$ 2.96	\$ 3.64
16	Bandage & Dressing	Coverlet 1x3				\$ 2.83	\$ 5.17	\$ 4.64	*\$2.21
17	Bandage & Dressing	Coverlet 4 wing				\$ 8.21	\$ 10.32	\$ 13.72	*\$4.07
18	Bandage & Dressing	Coverlet Cabinet Empty				\$ 89.02	\$ 91.70	\$ 56.39	
19	Bandage & Dressing	Coverlet Cabinet Filled				\$ 152.44	\$ 157.01	\$ 130.33	
20	Bandage & Dressing	Coverlet Knuckle				\$ 5.69	\$ 5.04	\$ 9.22	\$ 5.05
21	Bandage & Dressing	Coverlet Oval				\$ 4.54	\$ 5.32	\$ 6.65	
22	Bandage & Dressing	Coverlet Patch 2x3				\$ 5.42	\$ 6.28	\$ 8.81	
23	Bandage & Dressing	Coverlet Toe Shield				\$ 6.89	\$ 7.84	\$ 9.80	
24	Bandage & Dressing	Coverlet XL Patch 4x2.75				\$ 6.72	\$ 8.17	\$ 10.24	
25	Bandage & Dressing	Dukal Non-Adherent 3x4 bx100				\$ 6.28	\$ 13.56	\$ 6.82	*\$5.05
26	Bandage & Dressing	Elastic Bandage 4x10				\$ 1.81	\$ 23.98	\$ 6.07	\$ 7.36
27	Bandage & Dressing	Elastic Bandage 4x5				\$ 3.91	\$ 7.62	\$ 5.45	
28	Bandage & Dressing	Elastic Bandage 6x10 6/bx				\$ 15.90	\$ 31.90	\$ 8.89	
29	Bandage & Dressing	Elastic Bandage 6x5yd				\$ 5.58	\$ 11.35	\$ 7.31	
30	Bandage & Dressing	Elastic Tubing Bandage Stockinette Size C				\$ 25.01	\$ 22.33	\$ 24.80	
31	Bandage & Dressing	Elastic Tubing Bandage Stockinette Size D				\$ 29.36	\$ 28.98	\$ 27.16	
32	Bandage & Dressing	Elastic Tubing Bandage Stockinette Size E				\$ 32.84	\$ 25.91	\$ 30.84	
33	Bandage & Dressing	Elastic Wrap 6" 10/bx				\$ 5.58		\$ 24.77	
34	Bandage & Dressing	Gauze 3x3 Sponges in bag/200				\$ 3.17	\$ 2.46	\$ 3.64	\$ 2.95
35	Bandage & Dressing	Gauze 4x4 Individual in box/50				\$ 3.49	\$ 1.90	\$ 2.52	\$ 3.27
36	Bandage & Dressing	Gauze 4x4 Sponges in bag/200				\$ 3.08	\$ 3.98	\$ 6.48	\$ 4.41
37	Bandage & Dressing	Hartmann Flexband 1x3				\$ 2.84		\$ 3.56	\$ 3.40
38	Bandage & Dressing	Hartmann Flexband XL				\$ 4.18			\$ 3.93
39	Bandage & Dressing	New Sponge Non-Sterile 3x3 200/bg				\$ 2.21	\$ 2.46	\$ 2.44	\$ 1.62
40	Bandage & Dressing	New Sponge Sterile 3x3					\$ 4.40	\$ 1.88	\$ 2.30
41	Bandage & Dressing	New Sponge Sterile 4x4				\$ 2.05	\$ 5.70	\$ 2.52	\$ 2.87
42	Bandage & Dressing	Non Adherent 2x3 Pads				\$ 3.77	\$ 5.62	\$ 4.26	
43	Bandage & Dressing	Non Adherent 3x4 Pads				\$ 7.78	\$ 13.56	\$ 8.14	\$ 4.15
44	Bandage & Dressing	Nose Plugs 200/bx				\$ 9.24	\$ 9.49	\$ 11.38	
45	Bandage & Dressing	Steri-Strip 1/4" x 3" (5 strips)				\$ 41.77	\$ 29.57	\$ 1.08	\$ 3.44
46	Bandage & Dressing	Steri-Strip 1/8" x 3" (3 strips)				\$ 41.77	\$ 30.46	\$ 1.09	
47	Braces	Active Ankle Brace				\$ 21.62		\$ 23.40	
48	Braces	ASO Ankle Braces				\$ 21.87	\$ 29.11	\$ 28.27	
49	Braces	Hinged Knee Brace				\$ 32.21		\$ 36.19	
50	Braces	Jumpers Knee Strap				\$ 9.63	\$ 6.49	\$ 7.92	
51	Braces	Knee Sleeve with Oval and Buttress						\$ 58.55	\$ 19.58

Bid #3544 - Athletic Training Equipment and Supplies

Item #	Product Category	Description	Bill Fritz	BSN Sports	Healthy School Supply	Henry Schein	Mckesson Medical	Medco	School Specialty
52	Braces	Pro Arizona Brace				\$ 15.78			
53	Braces	Shoulder Instibility Brace Sully				\$ 125.60	\$ 163.45	\$ 150.86	
54	Braces	Ultra Ankle Brace						\$ 17.33	
55	Braces	Walking Boot				\$ 41.42	\$ 63.52	\$ 33.91	
56	Emergency & First Aid	CAT Tourniquet				\$ 29.77	\$ 24.71	\$ 39.16	\$ 45.46
57	Emergency & First Aid	Eye Wash				\$ 2.77	\$ 1.83	\$ 3.51	\$ 5.91
58	Emergency & First Aid	Heat Index Bulb (WBGT Monitor)				\$ 163.54		\$ 169.07	
59	Emergency & First Aid	Save A Tooth kit				\$ 11.69	\$ 322.20	\$ 16.84	
60	Gloves	Black Dragon Gloves		\$ 0.275		\$ 15.27			
61	Gloves	Exam Gloves Nitrile L			\$ 0.129	\$ 17.79	\$ 17.51	\$ 18.64	\$ 20.99
62	Gloves	Exam Gloves Nitrile M			\$ 0.129	\$ 17.79	\$ 17.51	\$ 18.64	\$ 20.79
63	Gloves	Exam Gloves Nitrile XL			\$ 0.129	\$ 17.79	\$ 17.51	\$ 18.64	\$ 20.79
64	Gloves	Latex Gloves			\$ 0.124	\$ 14.56	\$ 11.74		\$ 23.79
65	Gloves	Nitril Gloves Night Hawk Powder Free			\$ 0.129				
66	Hot & Cold Therapy	Chattanooga Foam Terry Cloth Cover Standard	\$ 29.95			\$ 22.30	\$ 16.13	\$ 20.02	
67	Hot & Cold Therapy	Chattanooga Hydrocollator E-1	\$ 419.00			\$ 368.73	\$ 253.85	\$ 357.03	
68	Hot & Cold Therapy	Chattanooga Hydrocollator E-2	\$ 839.00			\$ 731.44	\$ 699.16	\$ 719.87	
69	Hot & Cold Therapy	Cramer Ice Bags 9.5x18 1500 Roll				\$ 76.72	\$ 79.09	\$ 85.47	\$ 91.71
70	Hot & Cold Therapy	Cryocup				\$ 5.61	\$ 8.28	\$ 5.24	
71	Hot & Cold Therapy	Exoclear, Box of 12				\$ 25.87		\$ 30.16	
72	Hot & Cold Therapy	Flexi Wrap 4" 6/cs				\$ 33.57	\$ 37.55	\$ 42.71	
73	Hot & Cold Therapy	Flexi Wrap 6" 6/cs				\$ 37.04		\$ 47.03	
74	Hot & Cold Therapy	Hotpac 10x12				\$ 10.30	\$ 10.35	\$ 7.96	
75	Hot & Cold Therapy	Hotpac neck				\$ 11.98	\$ 14.51	\$ 9.00	
76	Hot & Cold Therapy	Mueller Ice Bags 10x18 1500 Roll				\$ 70.03	\$ 77.88	\$ 91.91	\$ 91.71
77	Hot & Cold Therapy	Nylatex Wraps 2.5 x 18 (3 pk)				\$ 13.45	\$ 4.23	\$ 16.36	
78	Hot & Cold Therapy	Nylatex Wraps 4 x 36 (3 pk)				\$ 28.51	\$ 8.96	\$ 35.42	
79	Instruments	Callus File						\$ 2.45	
80	Instruments	Clippers - fingernail				\$ 2.45	\$ 1.56	\$ 6.80	
81	Instruments	Contact Case				\$ 1.66	\$ 0.30	\$ 0.84	
82	Instruments	Contact Solution				\$ 3.82	\$ 3.63	\$ 3.66	
83	Instruments	Cramer Shark		\$ 14.95		\$ 8.93	\$ 9.12	\$ 10.48	
84	Instruments	Cramer Zip Cut				\$ 4.01	\$ 4.23	\$ 4.85	\$ 2.40
85	Instruments	Fingernail Clippers				\$ 5.02	\$ 1.56	\$ 6.80	
86	Instruments	hemostat straight 5"					\$ 23.43	\$ 58.60	*\$2.01
87	Instruments	Lister Bandage Scissors 7.5"				\$ 3.23	\$ 8.44	\$ 1.86	\$ 12.24
88	Instruments	Mueller M Cutter				\$ 7.72	\$ 7.62	\$ 9.05	
89	Instruments	Scissors Miltex Blue				\$ 15.54		\$ 35.24	
90	Instruments	Small Eye Mirror						\$ 1.70	
91	Instruments	SuperPro Scissors 11				\$ 35.55		\$ 34.79	
92	Instruments	SuperPro Scissors 21				\$ 33.02		\$ 35.30	
93	Instruments	Toenail Clippers				\$ 1.92	\$ 3.07	\$ 0.73	
94	Instruments	Tweezers				\$ 0.92	\$ 1.67	\$ 0.94	\$ 4.19
95	Instruments	Xtractor Helmet Removal Tool				*\$47.96		\$ 466.99	
96	Medications	Ammonia Inhalant 2oz bottle					\$ 4.15	\$ 5.12	
97	Medications	APAP 250/bx				\$ 10.64	\$ 10.77	\$ 9.50	
98	Medications	Diatame 100/bx				\$ 8.10	\$ 7.15	\$ 9.44	
99	Medications	Diphen 200 ct				\$ 8.92	\$ 7.87	\$ 9.11	
100	Medications	FosFree 50/2s						\$ 15.22	
101	Medications	Fosfree 500				\$ 9.36			
102	Medications	Glucose Gel small pack 1.2oz pouch					\$ 9.65	\$ 1.60	

Bid #3544 - Athletic Training Equipment and Supplies

Item #	Product Category	Description	Bill Fritz	BSN Sports	Healthy School Supply	Henry Schein	Mckesson Medical	Medco	School Specialty
103	Medications	Glucose Tablets 10/bx				\$ 3.36	\$ 2.10	\$ 3.48	
104	Medications	Heat Guard 1000				\$ 50.34		\$ 55.15	
105	Medications	Iprin 200/bx				\$ 9.41	\$ 21.29	\$ 26.65	
106	Medications	Medikoff Drops 75/bx Cherry				\$ 3.85	\$ 3.38	\$ 4.44	\$ 37.18
107	Medications	Medilytes 50/2s						\$ 4.62	
108	Medications	Medilytes 500				\$ 16.11		\$ 18.79	
109	Medications	Sinus Decongestant 100 x 2				\$ 4.67	\$ 25.50	\$ 12.19	
110	Padding	Adhesive Felt Variety Pack				\$ 22.86		\$ 41.91	
111	Padding	Adhesive Foam Variety Pack				\$ 30.79		\$ 10.00	
112	Padding	Econoline American Foam Mini Kit Non-adhesive				\$ 14.96		\$ 12.04	
113	Padding	Econoline Memory foam blue 1/2" non-adhesive				\$ 35.15		\$ 65.05	
114	Padding	Econoline Memory foam kit blue non-adhesive				\$ 29.91		\$ 47.01	
115	Padding	Felt Horseshoe pads 10/pk				\$ 11.17	\$ 11.23	\$ 12.91	
116	Padding	Felt Variety Pack				\$ 22.86		\$ 26.44	
117	Padding	Foam Variety Pack						\$ 17.95	
118	Padding	High Density Foam Roll 6x12				\$ 6.60	\$ 15.41	\$ 9.67	\$ 6.75
119	Padding	Moleskin Roll 2"				\$ 228.63	\$ 8.33	\$ 16.23	
120	Padding	Moleskin Roll 3"				\$ 349.20	\$ 17.10	\$ 21.08	
121	Padding	Moleskin Turf Toe Strips				\$ 12.31	\$ 27.65	\$ 9.54	
122	Padding	Super Foam kit mini				\$ 26.63		\$ 28.42	
123	Recovery & Electrotherapy	EMS 7500				No Bid	No Bid	No Bid	No Bid
124	Recovery & Electrotherapy	Hypervolt by Hyperice				\$ 340.00	\$ 432.98	\$ 299.00	
125	Recovery & Electrotherapy	Marc Pro						\$ 698.78	
126	Recovery & Electrotherapy	NormaTech						\$ 1,099.00	
127	Recovery & Electrotherapy	Normatech Leg Sleeve (x2)						\$ 400.00	
128	Recovery & Electrotherapy	Normatech Recovery System Unit				\$ 2,195.00		\$ 585.00	
129	Recovery & Electrotherapy	Performa (or similar)Cloth Electrodes, Cloth, 2" Square,				\$ 10.33	\$ 33.26	\$ 2.27	
130	Recovery & Electrotherapy	Theragun Elite				\$ 399.09		\$ 399.00	
131	Recovery & Electrotherapy	Theragun G2 Pro				No Bid	No Bid	No Bid	No Bid
132	Recovery & Electrotherapy	Theragun G3 Pro						\$ 599.00	
133	Recovery & Electrotherapy	Theragun massager						\$ 191.78	
134	Rehab & Exercise	Balance Board Stability Trainer					\$ 34.62	\$ 62.15	*\$6.47
135	Rehab & Exercise	BOSU Pro 65cm				\$ 167.78		\$ 139.72	\$ 182.81
136	Rehab & Exercise	Cando band Red 25 yd				\$ 43.81		\$ 67.07	\$ 45.00
137	Rehab & Exercise	Crossover Symmetry Ind Shoulder Pkg –wall mounts)						\$ 233.40	
138	Rehab & Exercise	Exercise Ball 85cm					\$ 300.62	\$ 27.95	\$ 24.69
139	Rehab & Exercise	Foam Roller 12"x4"				\$ 3.22	\$ 8.95	\$ 3.45	\$ 6.75
140	Rehab & Exercise	Smartcuffs Pro Standard Set						\$ 1,044.58	
141	Rehab & Exercise	Smarts Cuffs BFR Online Training Guide				No Bid	No Bid	No Bid	No Bid
142	Rehab & Exercise	Theraband 6 yd Black				\$ 13.68	\$ 149.52	\$ 13.89	*\$8.32
143	Rehab & Exercise	Theraband 6yd Blue				\$ 12.15	\$ 16.48	\$ 12.35	*\$7.80
144	Rehab & Exercise	Theraband 6yd Green				\$ 10.98	\$ 15.23	\$ 11.15	*\$7.28
145	Rehab & Exercise	Theraband 6yd Red				\$ 10.02	\$ 218.87	\$ 10.08	*\$6.76
146	Rehab & Exercise	Theraband Exercise ball 65 cm				\$ 22.80	\$ 20.57	\$ 23.46	\$ 24.69
147	Rehab & Exercise	Theraband Exercise ball 75 cm				\$ 27.22	\$ 28.51	\$ 27.99	*\$21.88
148	Rehab & Exercise	WOD Floss Bands				No Bid	No Bid	No Bid	No Bid
149	Splinting	SAM Splint 4.5 x 18				\$ 6.80	\$ 17.22	\$ 8.42	
150	Splinting	Sam Splint 4.5 x 36"				\$ 7.38	\$ 7.79	\$ 9.05	
151	Taping	AC-Tape Team pack 2"x5yd 24 cs				\$ 43.78	\$ 15.80	\$ 48.16	
152	Taping	Ac-Tape Team pack 3"x5yd 16 cs				\$ 43.78	\$ 16.22	\$ 48.16	
153	Taping	Andover PowerPro Black 1.5" 32 cs				\$ 49.47		\$ 72.70	

Bid #3544 - Athletic Training Equipment and Supplies

Item #	Product Category	Description	Bill Fritz	BSN Sports	Healthy School Supply	Henry Schein	Mckesson Medical	Medco	School Specialty
154	Taping	Andover PowerPro Black 2" 24 cs				\$ 49.47		\$ 72.70	\$ 35.14
155	Taping	Andover PowerPro White 1.5" 32 cs				\$ 45.51		\$ 66.88	
156	Taping	Andover PowerPro White 2" 24 cs				\$ 45.51		\$ 64.20	\$ 35.14
157	Taping	Andover PowerTape 1.5" 24/cs				\$ 31.03		\$ 36.46	
158	Taping	Andover Victory Tape 1.5" 24/cs				\$ 25.94		\$ 30.48	
159	Taping	Collins/Medco/Brand Prewrap 48 cs				\$ 40.89		\$ 42.08	
160	Taping	Collins/Medco/Brand Stretch Tape 2" Black						\$ 22.36	\$ 35.14
161	Taping	Collins/Medco/Brand Stretch Tape 2" White						\$ 22.55	\$ 35.14
162	Taping	Cover Roll 2" x 2 yd				\$ 8.27	*\$118.21		
163	Taping	Cover Roll 4x10				\$ 12.30	\$ 14.27	\$ 15.54	
164	Taping	Cover Roll 6x10				\$ 16.44	\$ 19.07	\$ 20.62	
165	Taping	Cramer 750 1.5" 32 cs					\$ 46.35	\$ 54.44	\$ 53.58
166	Taping	Cramer 950 1.5" 32 cs				\$ 42.81	\$ 49.51	\$ 49.15	
167	Taping	Cramer 950 2" 24 cs				\$ 43.97	\$ 50.85	\$ 50.49	
168	Taping	Cramer Prewrap 48 cs				\$ 40.89	\$ 96.29	\$ 47.44	\$ 45.61
169	Taping	Cramer QDA 4oz				No Bid	No Bid	No Bid	No Bid
170	Taping	Cramer QDA 8 oz				\$ 6.57	*\$85.37	\$ 7.82	
171	Taping	Elastikon 2"				\$ 70.05		\$ 17.58	\$ 35.14
172	Taping	Elastikon 3"				\$ 70.05	\$ 23.76	\$ 24.45	\$ 35.14
173	Taping	Heel and Lace Pads 2000 cs		\$ 22.14		\$ 17.62	\$ 18.26	\$ 20.63	
174	Taping	J&J Coach Tape 1.5" 32 cs		\$ 88.00		\$ 64.27	\$ 76.70	\$ 79.34	
175	Taping	J&J Elastikon 2" 24/cs				\$ 70.05		\$ 84.74	
176	Taping	Jaybird Jaylastic Plus II 2"				\$ 44.92		\$ 49.90	*\$35.14
177	Taping	Jaybird Jaylastic Plus II 3"				\$ 44.92		\$ 49.90	*\$35.14
178	Taping	Jaybird One EX1 1.5"				\$ 49.59		\$ 54.80	
179	Taping	Kinesio Tex Gold FP, Black, 1 ROLL, 2" x 16.4'				\$ 47.87	\$ 66.29	\$ 56.50	
180	Taping	Leukotape 1.5x15				\$ 6.27	\$ 216.98	\$ 7.42	
181	Taping	Medco (or similar) ProTrainer Cohesive Blk 2"				\$ 28.63		\$ 22.36	
182	Taping	Mueller M-Tape 2" 24cs				\$ 51.71	\$ 49.52	\$ 55.68	
183	Taping	Mueller Prewrap 48/cs		\$ 44.41		\$ 43.88		\$ 47.74	
184	Taping	PowerFast 1.5" x 5 yd				\$ 23.23		\$ 26.14	
185	Taping	PowerFast 1.5" x 7.5 yd				\$ 32.41		\$ 35.25	
186	Taping	Powerflex 1"				\$ 25.56	\$ 32.84	\$ 30.04	
187	Taping	Powerflex 1.5"				\$ 25.56	\$ 32.84	\$ 30.04	
188	Taping	Powerflex 2"				\$ 25.56	\$ 32.84	\$ 30.04	
189	Taping	Rock Tape 2" x 16.4' roll				\$ 12.94	\$ 16.04	\$ 10.77	
190	Taping	Taping Block				\$ 19.47		\$ 21.87	
191	Taping	Tuf Skin 10oz		\$ 10.35		\$ 8.12	\$ 8.80	\$ 9.59	
192	Taping	Tuf Skin 6oz				\$ 8.10	\$ 99.41	\$ 9.44	
193	Taping	Tuf Skin 8oz				\$ 8.56	\$ 8.33	\$ 9.51	
194	Taping	Tuf-Skin 4oz can				\$ 4.46	\$ 4.83	\$ 5.28	
195	Taping	Zonas 1" 12 bx				\$ 8.50		\$ 15.35	
196	Topicals & Wound	2nd Skin Circles 48/bottle				\$ 23.43	\$ 25.90	\$ 32.12	
197	Topicals & Wound	2nd Skin Squares 200/jar				\$ 15.76	\$ 17.43	\$ 19.12	
198	Topicals & Wound	Alcohol Pads 200/bx				\$ 1.22	\$ 1.39	\$ 2.10	\$ 3.77
199	Topicals & Wound	Biofreeze 16oz				\$ 25.74	\$ 560.41	\$ 24.74	
200	Topicals & Wound	Biofreeze 4oz				\$ 7.32	\$ 81.24	\$ 8.11	\$ 8.65
201	Topicals & Wound	Biofreeze Gallon				\$ 122.23	\$ 432.85	\$ 114.58	\$ 139.39
202	Topicals & Wound	Biofreeze Roll On				\$ 7.40	\$ 81.24	\$ 8.11	\$ 8.65
203	Topicals & Wound	Biofreeze Spray				\$ 8.36	\$ 91.65	\$ 8.09	\$ 9.76
204	Topicals & Wound	Biotone Massage Cream 14 oz jar				\$ 20.16		\$ 15.87	\$ 18.88

Bid #3544 - Athletic Training Equipment and Supplies

Item #	Product Category	Description	Bill Fritz	BSN Sports	Healthy School Supply	Henry Schein	Mckesson Medical	Medco	School Specialty
205	Topicals & Wound	Cold Spray				\$ 7.76	\$ 2.87	\$ 9.11	
206	Topicals & Wound	Deep Prep Massage Cream				\$ 34.61	\$ 41.09	\$ 9.59	
207	Topicals & Wound	Flexall 16oz				No Bid	No Bid	No Bid	No Bid
208	Topicals & Wound	Flexall 4oz				No Bid	No Bid	No Bid	No Bid
209	Topicals & Wound	Hibiclins 4oz				\$ 4.81	\$ 4.68	\$ 5.81	
210	Topicals & Wound	Hibiclins 8oz				\$ 6.82	\$ 6.63	\$ 8.22	
211	Topicals & Wound	Hydrocortisone cream 1% UD .9g pkts 25/bx				**\$2.39	\$ 3.17	**\$2.39	\$ 9.49
212	Topicals & Wound	Octogen Green 15oz				No Bid	No Bid	No Bid	No Bid
213	Topicals & Wound	Octogen Red 15oz					\$ 30.27		
214	Topicals & Wound	Peroxide 10oz				\$ 0.50	\$ 7.54		
215	Topicals & Wound	Peroxide 16oz				\$ 0.55	\$ 8.34	\$ 0.80	
216	Topicals & Wound	Saline Nasal Spray				\$ 6.66	\$ 1.33	\$ 1.57	
217	Topicals & Wound	Skin Lube 1lb				\$ 5.69	\$ 5.82	\$ 6.70	
218	Topicals & Wound	Skin Lube 1lb Jar					\$ 5.82	\$ 6.70	
219	Topicals & Wound	Skin Lube 2.75oz				\$ 3.11	\$ 3.18	\$ 3.41	
220	Topicals & Wound	Skin Lube 5 lb				\$ 31.96	\$ 24.90	\$ 26.68	
221	Topicals & Wound	Sting Relief Swabs 10/box				\$ 4.18	\$ 4.01	\$ 2.04	
222	Topicals & Wound	Stiptik Swabs 25/bx				\$ 63.69	\$ 1.00	\$ 43.40	
223	Topicals & Wound	Tiger Balm Extra Strength .63oz				\$ 4.75	\$ 5.20	\$ 6.53	
224	Topicals & Wound	Triple Antibiotic Ointment 144/bx				\$ 8.03	\$ 13.65	\$ 14.71	\$ 29.39
225	Topicals & Wound	Triple Antibiotic Ointment 1oz tube				\$ 1.60	\$ 1.29	\$ 2.73	
226	Topicals & Wound	Triple Antibiotic Ointment 24/bx				\$ 2.70	\$ 2.51	\$ 2.88	\$ 13.93
227	Topicals & Wound	Wound Wash 4oz				\$ 5.97	\$ 70.27	\$ 7.08	
228	Topicals & Wound	Wound Wash 7oz				\$ 8.24	\$ 97.26	\$ 9.82	

Mailed to 41 vendors
38 vendors did not respond

*Does not meet bid specifications

**Tie Bid

Recommend: Motion to award to overall lowest and best bid as shown.
Award of lowest bid is based on the cost of each item not on a case price.

To be funded through GPS for all schools.



Riverdale High School

802 Warrior Drive
Murfreesboro, Tennessee 37128
Phone 615—890-6450
Fax 615 890—9790

Tamera Blair,
Principal

David Cowan, Assistant Principal
Lindy King, Assistant Principal
Jay Seals, Assistant Principal
Megan Turnbow, Assistant Principal

July 16, 2021

Mr. Spurlock,

Riverdale High School would like to honor former Riverdale principal and Rutherford County Schools Director, Hulon Watson by naming our newest facility the Hulon Watson Football Fieldhouse. Mr. Watson was inducted into the first Riverdale High School Football Hall of Fame for being credited with the development of Riverdale football into an annual championship contender.

Sincerely,

Tamera Blair
Principal

**CONTRACT BETWEEN
RUTHERFORD COUNTY BOARD OF EDUCATION
AND
YMCA OF MIDDLE TENNESSEE
FOR FUN COMPANY BEFORE AND AFTER SCHOOL PROGRAM**

This contract ("Contract") is entered into on this _____, by and between the Rutherford County Board of Education, a county board of education and local governmental entity of the State of Tennessee ("RCBOE") and the YMCA of Middle Tennessee ("YMCA"), a non-profit corporation of the State of Tennessee.

1. **Duties and Responsibilities of YMCA and RCBOE.** YMCA agrees to provide the YMCA Fun Company Before and After School Program, as provided herein, and RCBOE agrees to provide space and adhere to other items, as provided herein.
2. **Term.** This contract shall not be effective until approved by the RCBOE and signed by all required parties. Once effective, the duration of this contract shall be from July 1, 2021 through July 1, 2025.
3. **Scope of Services - Material Terms.**
 - 3.1 YMCA agrees to operate Fun Company Before and After School program and further agrees that it shall be a program for all children, regardless of their ability to pay, in accordance with the YMCA Open Doors Program.
 - 3.2 YMCA agrees to establish a Site Director for each site at which the Fun Company program is held.
 - 3.3 YMCA agrees to pay RCBOE a specified dollar amount per week per child based on the average number of children in attendance each week.. YMCA will pay \$2.00 per week per child based on the average number of children in attendance each week. YMCA shall provide attendance figures within ten days of the end of the month to the RCBOE. RCBOE will submit a monthly invoice, based on the attendance figures, and YMCA will remit payment within thirty days.
 - 3.4 YMCA agrees that it will grant a 20% discount on Fun Company Before and After School program memberships for any RCBOE employee.
 - 3.5 YMCA agrees that it will provide a 20% discount for YMCA memberships to any RCBOE employee.
 - 3.6 YMCA and RCBOE agree and acknowledge that the RCBOE Director of Schools shall select the school locations for each Fun Company program.
 - 3.7 RCBOE agrees to provide appropriate space at each school location where the Fun Company programs operate, such space to be derived from either the cafeteria or the gym at the particular school, whichever may be most practicable.
 - 3.8 Inclement Weather. RCBOE and YMCA agree that should school be closed due to inclement weather conditions or any other reason, it shall be the decision of the YMCA whether the Fun Company program operates on that particular day and in those

conditions. The YMCA's decision to open after care services shall be based on whether there is an expectation that the access and student drop-off areas at the schools designated for inclement weather care will be safe for use.

3.9 RCBOE agrees to coordinate with the YMCA's IT Department so that the YMCA may access RCBOE's Wi-Fi connection to the internet.

4. **Taxes.** The RCBOE is exempt from State sales tax and will issue a tax exemption certificate to the YMCA as requested. RCBOE shall not be responsible for any taxes that are imposed on YMCA. Further, YMCA understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to RCBOE.

5. **Termination**

5.1 **Breach.** In the event that any provisions of the Contract are violated by the YMCA, RCBOE may serve written notice upon the YMCA of its intent to terminate the Contract, and unless the violation shall cease and satisfactory arrangement for correction be made within ten (10) business days after such notice to YMCA, RCBOE may immediately terminate the Contract. Such termination shall not relieve YMCA of any liability to RCBOE for damages sustained by virtue of any breach by YMCA.

5.2 **Notice.** Either party may terminate this Contract at any time upon thirty (30) days written notice to the other party. In the event the Contract is terminated by RCBOE, YMCA shall be entitled to receive just and equitable compensation for any satisfactory goods or services received as of the termination date.

6. **Compliance with Laws.** YMCA agrees to comply with all applicable federal, state, and local laws and regulations to the extent they apply to any transaction between RCBOE and YMCA, including but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA") and the Family and Educational Rights and Privacy Act ("FERPA").

7. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be mailed or hand-delivered to the respective parties as set out below:

RCBOE:
Office of the Director of Schools
Rutherford County Schools
2240 Southpark Drive
Murfreesboro, TN 37128

YMCA:
Rico X, Vice President of School Age Services
YMCA of Middle Tennessee
1000 Church Street
Nashville, TN 37203

8. **Maintenance of Records.** YMCA shall maintain documentation for all charges by, to or against RCBOE. The books, records, and documents of YMCA, insofar as they related to goods received, work performed, or money exchanged under the Contract, shall be maintained for a period of three (3) calendar years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice made by RCBOE or its representatives. The records shall be maintained in accordance with generally accepted accounting principles.
9. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signature hereto. Depending upon the nature and amount of the amendment, the approval of RCBOE or other governmental entity may be required. Minor modifications to the Contract may be approved by the Director of Schools for RCBOE or designee of the Director.
10. **No Partnership or Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
11. **Waiver.** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** YMCA hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the YMCA on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law.
13. **Subcontracting.** YMCA shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of RCBOE. Notwithstanding any use of approved subcontractors, the YMCA shall remain responsible for all work performed.
14. **Indemnification and Hold Harmless.** YMCA shall indemnify and hold harmless RCBOE, its officers, agents, and employees from:
 - 14.1 Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of YMCA, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of this Contract; and,

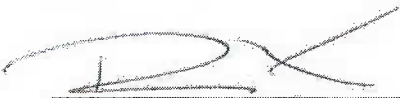
- 14.2 Any claims, damages, penalties, costs and attorney fees arising from any failure of YMCA, its officers, employees, and/or agents, including its sub or independent contractors, to observe any applicable laws including, but not limited to, labor laws, minimum wage laws, and laws governing the protection of confidential information.
15. **Attorney Fees.** In the event of litigation regarding this Contract, each party hereto shall bear their own attorney's fees and costs of litigation at all stages of such litigation.
16. **Governing Law.** The Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The parties agree that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract.
17. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
18. **Headings.** Section headings are for reference purposes only and shall not be construed as part of this Contract.

IN WITNESS WHEREOF, the undersigned have executed this Contract on the dates set forth below.

RUTHERFORD COUNTY
BOARD OF EDUCATION

YMCA OF MIDDLE TENNESSEE

Bill C. Spurlock
Director of Schools



Rico X
Vice President, School Age Services

Date

6/10/21

Date

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Emergency Closings	Descriptor Code: 1.8011	Issued Date: Click here to enter a date.
		Rescinds: 1.8011	Issued: 01/15/09

1 *General*

2 The Board authorizes the Director of Schools to close schools in the event of hazardous weather, a public
3 health emergency, or any other emergency which presents a threat to the safety of students, staff
4 members, or school property.¹

5 As soon as the decision to close schools is made, the Director of Schools will notify the public media
6 and request that an announcement be made.

7 If school is not in session or is dismissed early due to snow or inclement weather, the Director of Schools
8 in consultation with the principal(s) of the impacted school(s) shall determine if all scheduled activities
9 in which students are involved shall be postponed or cancelled.

10 **EMPLOYEE RESPONSIBILITIES**

11 In the event of an emergency that requires closure of a school building, group of schools, or the entire
12 district, the Director of Schools is authorized to continue to pay employees who are not able to physically
13 report for duty as a result. These employees shall receive their regular wages. Such payments shall not
14 exceed the number of days budgeted for each employee.

15 ~~During such emergencies, the Director of Schools may designate certain employees as essential. Such~~
16 ~~employees shall work as directed by the Director of Schools, whether that is by physical appearance at~~
17 ~~work or teleworking under Policy 5.1151. Essential employees must use leave to be excused from work~~
18 ~~absent special permission as determined by the Director of Schools/designee.~~

Legal References

1. TCA 49-6-3004(e)(1); TRR/MS 0520-01-03-.02(1)(b)

Cross References

Emergency Preparedness Plan 3.202
Telework During Emergencies 5.1151

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Security	Descriptor Code: 3.205	Issued Date: Click here to enter a date.
		Rescinds: 3.205	Issued: 01/15/09

General¹

The Director of Schools shall establish procedures to protect school property which shall include, but not be limited to:

1. Closing and securing teacher work areas when left unattended or at the end of the day;
2. Denying students permission to use the classrooms, laboratories, gymnasiums, or other school facilities or equipment without appropriate supervision;
3. Controlling the issuance of keys ~~and master keys~~; and
4. Developing programs ~~which that~~ contribute to the proper care and use of school facilities and equipment; and
5. Ensuring ~~that~~ equipment purchased with federal funds ~~shall be~~ ~~is~~ managed as directed by federal ~~and state~~ law.²

The principal shall call law enforcement officials in cases involving illegal entry, **building damage**, theft, or vandalism. The principal ~~or designee~~ shall notify the Director of Schools ~~within 48 hours of~~ **discovering as soon as practical, but no longer than twenty-four (24) hours**, after ~~each a~~ a case of vandalism, theft, building damage, and/or illegal entry. The Director of Schools/designee is authorized to sign a criminal complaint and press charges ~~against perpetrators of vandalism against school property~~. **The Director of Schools shall report all signing of such complaints to the Board.**

~~SCHOOL POLICING~~ **LAW ENFORCEMENT SERVICES¹**

The Board may enter into collaborative partnerships with appropriate law enforcement agencies. Partnerships may include, but not be limited to, education and recreational programs, delinquency prevention, and mentoring initiatives.

The Board may enter into a memorandum of understanding (MOU) with the chief of a law enforcement agency to provide school policing. The MOU shall address, at a minimum, the following issues:

1. Any school resource officer (SRO) assigned under the MOU shall be in compliance with all laws, regulations, and rules of the Peace Officer Standards and Training Commission at the time of assignment and remain compliant throughout his/her assignment.

- 1 2. As a condition of assignment, any SRO shall participate in forty (40) hours of basic training in
2 school policing within twelve (12) months of assignment. Every year thereafter, the SRO shall
3 participate in a minimum of sixteen (16) hours of training specific to school policing. All training
4 programs shall be approved by the Peace Officers Standards and Training Commission.³
- 5 3. Any SRO assigned under the MOU remains an employee of the law enforcement agency and is
6 subject to that agency's direction, control, supervision, and discipline. The Board may agree to
7 indemnify and reimburse the law enforcement agency for any part or all of the increased costs
8 incurred by the law enforcement agency as a result of the assignment of the SROs.
- 9 4. No ~~officer~~ SRO shall be assigned to a school, or continue in such an assignment, without the
10 consent of the Director of Schools.
- 11 5. In the event that more than one (1) SRO is assigned to a school district, the law enforcement
12 agency shall designate one (1) of the SROs as the senior SRO, or such other appropriate title.
13 The duties of the senior SRO shall include, but not be limited to, the following:
- 14 a. Representing and carrying out the policies of the law enforcement agency assigning the
15 SROs;
- 16 b. Supervising the SROs in the performance of their duties;
- 17 c. Consulting with the Director of Schools regarding the best use of the available resources
18 for school policing; and
- 19 d. Resolving disputes between the SROs and students or staff members.
- 20 6. The MOU may be effective for any length of time, including continuing until terminated by the
21 parties, and may contain any reasonable notice requirement for the termination of the MOU.
22 However, the MOU shall contain a provision allowing the Director of Schools to suspend the
23 active participation of any SROs in the event that the Director of Schools ~~certifies~~ believes that
24 such suspension is best for the health, safety, or wellbeing of the students or staff members
25 ~~require the immediate suspension.~~

26 **CYBERSECURITY⁴**

27 The Director of Schools/designee shall develop an administrative procedure regarding the district's
28 cybersecurity plan to identify cybersecurity risks, implement mitigation planning, and protect
29 cyberinfrastructure against cyberattacks and other cybersecurity threats and incidents.

Legal References

1. TCA 49-6-805(3)
2. 2 CFR § 200.313
3. TCA 49-6-4217
4. Public Acts of 2021, Chapter No. 335

Cross References

- Visitors to the Schools 1.501
Inventories 2.702
Care of School Property 6.311

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Interscholastic Athletics	Descriptor Code: 4.301	Issued Date:
		Rescinds: 4.301	Issued: 08/15/13

1 **General**

2 No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be
3 treated differently from another person, or otherwise be discriminated against in any athletic program of
4 the school. Equal athletic opportunities shall be provided for members of both sexes.¹ Student athletes
5 shall only be allowed to participate in athletic activities or events that align with the student's sex
6 indicated on his/her original birth certificate.² The Director of Schools/designee shall require the
7 parent/guardian to provide the student's original birth certificate prior to participation in any
8 interscholastic athletics. If the original birth certificate is not available or does not indicate the student's
9 sex at the time of birth, the parent/guardian shall provide medical documentation showing evidence of
10 the student's sex at birth.

11 Interscholastic athletics shall be administered as a part of the regular school program and shall be the
12 principal's responsibility. Principals shall ensure that school regulations regarding participation in a sport
13 are reasonable. Athletic schedules shall be filed in each principal's office. The principal/designee shall
14 accompany an athletic team on trips. Transportation of teams to athletic games is approved by the Board,
15 provided the team's school reimburses the Board for mileage.

16 Bylaws of the Tennessee Secondary School Athletic Association shall regulate the operation and control
17 of athletics.³ The Director of Schools shall develop a code of conduct for all coaches to follow in order
18 to ensure the health and safety of athletes.⁴

19 **INSURANCE & PHYSICAL EXAMINATIONS**

20 In the event that the school's insurance provider does not extend coverage to an athlete, the athlete shall
21 provide proof of independently secured catastrophic coverage and liability coverage, with the school
22 district as a named insured, of not less than the limits set forth in ~~TCA 29-20-103~~ state law.⁵ It shall be
23 the responsibility of the parent(s)/guardian(s) to provide health and hospitalization insurance for all
24 students participating in interscholastic athletics.

25 Prior to participation in interscholastic athletics, every student shall complete an annual physical
26 examination.⁶ The parent(s)/guardian(s) of each student shall be responsible for covering the cost of the
27 examination, and these records shall be on file in the principal's office.

28 **SCHEDULING CONFLICTS**

29 No principal or teacher of any school under the control of the board shall dismiss his/her school or any
30 group of students for the purpose of attending the practice of any interscholastic sport during the school
31 day without written permission from the Board.⁷ This does not prevent regular physical training lessons
32 in the daily school program. The Board authorizes the Director of Schools to approve participation in all

1 post-season tournaments, playoffs, or the other post-season athletic events if a school becomes eligible
 2 to participate in such post-season athletic event prior to the next regularly scheduled meeting of the
 3 Board of Education. It shall be the duty of the principal to contact the Director of Schools office to obtain
 4 the necessary approval. ~~The Director of Schools shall report to the Board any approvals that he gives the~~
 5 ~~schools.~~

6 Students shall not be disqualified from participation on a school athletic team solely on the basis of
 7 participation in another sport except where the season overlaps by more than two weeks.

8 Students who move out of their school area but wish to continue attendance in the original school may
 9 continue to participate in athletics, providing a zone exemption has been approved unless prohibited by
 10 TSSAA regulations. The Board specifically forbids the recruitment of students in any fashion.

11 Students shall not be required to attend a school athletic event, or event related to participation on a
 12 school athletic team, if the event is on an official school holiday, observed day of worship, or religious
 13 holiday. The student's parent/guardian shall notify the coach in writing three (3) full school days prior
 14 to the event.⁸

15 **SEVERE WEATHER⁴**

16 Severe weather is any type of weather that could impede the safety of any athlete by compromising the
 17 playing conditions of the interscholastic sport. Severe weather includes, but is not limited to, thunder,
 18 lightning, and extreme temperatures. When severe weather is forecasted, suspension of play shall be
 19 discussed with players, coaches, and officials, as applicable.

20 Beginning in the 2022-2023 school year, all coaches who oversee or participate in outdoor training,
 21 practice, or competition shall annually complete a heat illness prevention course approved by the
 22 Tennessee Department of Health as well as receive training on activity modifications based on
 23 environmental conditions.

24 **PROHIBITION AGAINST HAZING**

25 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone, or
 26 tolerate hazing activities.⁹

Legal References

1. 34 CFR § 106.41; 20 USCA § 1681 et seq.
2. Public Acts of 2021, Chapter No. 40
3. TRR/MS 0520-01-02-.08(1)
4. Public Acts of 2021, Chapter No. 272
5. TCA 29-20-403
6. 20 USCA § 1232h(c); TRR/MS 0520-01-13-.01(1)(a)
7. TCA 49-6-1002(a)
8. TCA 49-6-1002(c)
9. TCA 49-2-120

Cross References

- Special Use of School Vehicles 3.402
- Student Insurance Program 3.601
- Extracurricular Activities 4.300
- Attendance 6.200

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: 09/18/19

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)~~ **seventeen (17)** 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;
TRR/MS 0520-01-03-.06
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06; 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
7. TCA 49-6-8103; State Board of Education Policy 2.103

Cross References

- Class Size Ratios 4.201
Honor Roll, Awards, & Class Ranking 4.602

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Issued Date: 10/31/18
		Rescinds: 5.106	Issued: 01/15/09

1 APPLICATION

2 An individual desiring a position shall make application to the Director of Schools on forms developed
3 by his/her office. To ensure the safety and welfare of students and staff, the District shall require criminal
4 history background checks and fingerprinting of applicants for teaching positions and any other positions
5 that require proximity to children.¹ If applying for a teaching position, the Director of Schools shall also
6 check the applicant's license status in the State Board of Education's database to determine if there is a
7 hold on that applicant's license, and if so, the reasoning behind the hold.²

8 Knowingly falsifying information shall be sufficient grounds for termination of employment and shall
9 also constitute a Class A misdemeanor which must be reported to the District Attorney General for
10 prosecution.³

11 Any costs incurred to perform these background checks and fingerprinting shall be paid by the Board
12 the first time such applicant applies for a position with the Board. If a successful applicant does not
13 remain employed with the Board for a period of six (6) months, then the costs of the background check
14 will be withheld from his/her last regular paycheck. All applicants shall be advised that all hiring
15 decisions are contingent upon satisfactory background check results.

16 ~~The Board assigns to the Director of Schools the duty to conduct thorough background checks and to~~
17 ~~advise all applicants that all hiring decisions are contingent upon satisfactory background check results.~~

18 *Professional Employees*

19 The application shall include a transcript of credits earned at the colleges or universities attended along
20 with references from persons such as previous employers, college professors, and supervisors of student
21 teachers. Other information shall include whether such applicant has been dismissed for cause from a
22 school system.⁵ If previously employed by a local board of education, the applicant shall provide
23 evidence of acceptable resignation.

24 No person shall be employed:

- 25 1. Who does not hold a valid license to teach **or a temporary permit to teach** from the State Board
26 of Education;⁶
- 27 2. Who has been identified by the Department of Children's Services as a perpetrator of child abuse,
28 severe child abuse, child sexual abuse, or child neglect, or who poses an immediate threat to the
29 health, safety, or welfare of children;⁷
- 30 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department
31 of Health;⁷

- 1 4. Who does not present a certificate from a licensed health care provider showing a satisfactory
2 physical examination or who has a contagious or communicable disease in such form that might
3 endanger the health of school children, subject to the provisions of the Americans with
4 Disabilities Act and the associated regulations;⁸
- 5 5. Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee
6 and of the United States of America;⁹
- 7 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
8 employment for cause; or
- 9 7. Who does not receive a satisfactory background check.¹⁰

10 *Support Employees*

11 The application process shall be in accordance with procedures approved by the Director of Schools.
12 Procedures for screening, interviewing, and employment shall be defined or approved by the Director of
13 Schools. All employment shall be done in a fair and equitable manner. There shall be no discrimination
14 on the basis of sex, race, national origin, religion, age or disabilities.

15 No person shall be employed:

- 16 1. Who has any contagious or communicable disease in such form that might endanger the health
17 of the children, subject to the provisions of the Americans with Disabilities Act and the associated
18 regulations;⁸
- 19 2. Who has been identified by the Department of Children's Services as a perpetrator of child abuse,
20 severe child abuse, child sexual abuse, or child neglect, or who poses an immediate threat to the
21 health, safety, or welfare of children;⁷
- 22 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department
23 of Health;⁷
- 24 4. Who has not complied with the Immigration Reform and Control Act of 1986;¹¹
- 25 5. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
26 employment for cause; or
- 27 6. Who does not receive a satisfactory background check.¹⁰

28 **EMPLOYMENT**

29 *Professional Employees*

30 After checking references and receiving written recommendations, the Director of Schools shall hire
31 and assign qualified applicants.

32 *Initial Employment for Professional Employees*

33 Upon initial employment, the Director of Schools shall notify such person, in writing, of the offer and
34 conditions of employment. Upon receipt of employment notification, such person shall respond within
35 the timeline established by state law.¹² ~~have fourteen (14) days to accept or reject, in writing, the offered~~
36 ~~employment.~~ From the date of the written acceptance, such person is considered to be under employment
37 with the system and is subject to all rights, privileges, and duties.

1 *Support Employees*

2 ~~After checking references and receiving written recommendations from principals and/or supervisors,~~
3 ~~the Director of Schools shall hire and assign qualified applicants.~~

4 Each person hired in a regular non-certified position shall be required to successfully complete a
5 probationary period of six (6) months. The probationary period shall be an essential part of the
6 employment process, and shall be utilized for the most effective adjustment of a new employee. This
7 probationary period may preclude the permanent hiring or promotion of any employee whose
8 performance does not meet the required standard of work.

Legal References

1. TCA 49-5-406
2. State Board of Education Policy 5.501
3. TCA 49-5-406 (a)(2)(A)
4. TCA 49-5-413(c)
5. TCA 49-2-131
6. TCA 49-5-403; TCA 49-5-101; Public Acts of 2021, Chapter No. 211
7. TCA 49-5-413(e)
8. TCA 49-5-404
9. TCA 49-5-405
10. TCA 49-5-413(a), (f)
11. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat. 3359, 8 USCA § 1011 *et seq.*
12. TCA 49-5-406(b)

Cross References

- Orientation and Probation 5.107
- Compensation Guides & Contracts 5.110
- Background Investigations 5.118
- Recommendations and File Transfers 5.203
- Qualifications and Duties of the Director of Schools 5.802

Rutherford County Board of Education

Monitoring: Review: Annually in January	Descriptor Term: Teacher Tenure	Descriptor Code: 5.117	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 *General*

2 To attain tenure status,¹ a teacher shall: (1) meet tenure eligibility requirements; (2) be renewed and
3 recommended by the Director of Schools; and (3) receive a majority vote of the Board.

4 **TENURE ELIGIBILITY²**

5 A teacher that meets the following requirements is eligible for tenure:

- 6 1. Has a degree from an approved four-year college or any career and technical teacher who has
7 the equivalent amount of training established and is licensed by the State Board of Education;
8
- 9 2. Holds a valid teacher license issued by the State Board of Education, based on training
10 covering the subjects or grades taught;
11
- 12 3. Has completed a probationary period of five (5) school years or not less than forty-five (45)
13 months within the last seven-year period with the last two (2) years being employed in a regular
14 teaching position rather than an interim teaching position; and
15
- 16 4. Has received evaluations demonstrating an overall performance effectiveness level of “above
17 expectations” or “significantly above expectations” as provided in the evaluation guidelines
18 adopted by the State Board of Education, during the last two (2) years of the probationary
19 period.

20 If a teacher has met all other requirements for tenure eligibility but has not acquired an official
21 evaluation score during the last one (1) or two (2) years of the probationary period due to allowable
22 circumstances outlined in state law, he/she may utilize the most recent two (2) years of available
23 evaluation scores achieved during the probationary period to become eligible for tenure.³

24 **ACQUISITION OF TENURE STATUS**

25 Once a teacher is eligible for tenure, he/she shall be either recommended by the Director of Schools for
26 tenure or nonrenewed. If tenure is denied by the Board, the teacher shall be dismissed.⁴

27 The following additional guidelines shall apply:

- 28 1. The Director of Schools will recommend teachers eligible for tenure at a board meeting in ample
29 time to send notice of non-renewal to each teacher not recommended for tenure within five (5)

1 business days following the last instructional day for the school year.⁵

2

3 2. The decision to grant tenure is solely within the discretion of the Board.⁶ Only those teachers who
4 receive a majority vote of the membership of the Board will be granted tenure.⁷

5

6 3. A teacher who is eligible for tenure, but tenure is denied by the Board, shall not be rehired beyond
7 the current contract year.⁴

8 **TEACHER RETURNING TO EMPLOYMENT**

9 A teacher who has acquired tenure status in the school district and later resigns shall serve a two-year
10 probationary period upon reemployment, unless the probationary period is waived by the Board upon
11 request of the Director of Schools. Upon completion of the two-year period, the teacher shall either be
12 recommended by the Director of Schools for tenure or non-renewed. If tenure is denied by the Board,
13 the teacher shall be dismissed.⁸

14 **TEACHER TRANSFERRING FROM ANOTHER SCHOOL DISTRICT⁹**

15 A tenured or nontenured teacher with five (5) or more years of prior service that transfers from another
16 school district to begin employment in the Rutherford County School District shall serve the regular
17 probationary period. The Board, upon the recommendation of the Director of Schools, may waive the
18 probationary period and grant tenure status or shorten the probationary period.

19 If a nontenured teacher with fewer than five (5) years of service transfers from another school district,
20 such teacher shall not be eligible for tenure status until the teacher has served at least five (5) years when
21 service in both school districts is counted.

22 All tenure decisions made under this section are subject to the requirements concerning overall teacher
23 performance effectiveness levels.

24 **TEACHER RETURNING TO PROBATIONARY STATUS¹⁰**

25 Any tenured teacher who receives two (2) consecutive years of evaluations demonstrating an overall
26 performance effectiveness level of “below expectations” or “significantly below expectations” shall be
27 returned to probationary status by the Director of Schools until the teacher has received two (2)
28 consecutive years of evaluations demonstrating an overall performance effectiveness level of “above
29 expectations” or “significantly above expectations.”

30 When a teacher who has returned to probationary status has received two (2) consecutive years of
31 evaluations demonstrating an overall performance effectiveness level of “above expectations” or
32 “significantly above expectations,” the teacher is again eligible for tenure and shall be either
33 recommended by the Director of Schools for tenure or nonrenewed; provided, however, that the teacher
34 shall be dismissed if tenure is denied by the Board.⁴

35 This section does not apply to teachers who acquired tenure prior to July 1, 2011.

Legal References

1. TCA 49-5-501(11)(A)
2. TCA 49-5-503
3. Public Acts of 2021, Special Legislative Session
Chapter No. 2
4. TCA 49-5-504(b)
5. TCA 49-5-409(b); Public Acts of 2021, Chapter No.
378
6. TCA 49-2-203(a)(1)
7. TCA 49-2-202(g)
8. TCA 49-5-504(d)
9. TCA 49-5-509
10. TCA 49-5-504(e), (f)

Cross References

Separation Practices for Tenured Teachers 5.200
Separation Practices for Non-Tenured Teachers 5.201

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Qualifications and Duties of the Director of Schools	Descriptor Code: 5.802	Issued Date: 01/15/09
		Rescinds: 5.802	Issued: 03/07/08

1 **QUALIFICATIONS**

- 2 1. A professional educator's license
- 3 2. A master's degree in education
- 4 3. Three years of successful experience in school administration
- 5 4. Such other qualifications as the Board deems desirable

6 **REPORTS TO:** The Board of Education

7 **SUPERVISES:** All administrative and supervisory personnel in the district

8 **JOB GOAL:** To provide leadership in developing and maintaining the best possible educational
9 programs and services

10 **SCOPE OF RESPONSIBILITY:** The management responsibilities of the Director of Schools shall
11 extend to all activities of the district, to all phases of the educational program, to all aspects of the
12 financial operation, to all parts of the physical plant, and to the conduct of such other duties as may be
13 assigned by the Board. The Director of Schools may delegate these duties together with appropriate
14 authority but may not delegate nor relinquish ultimate responsibility for results or any portion of
15 accountability.

16 **ESSENTIAL FUNCTIONS**

17 **General Administrative**

- 18 1. Provides leadership in identification of priorities and assures that all activities reflect those
19 board-established priorities.
- 20 2. Prepares and recommends short and long-range plans for Board approval and implements those
21 plans when approved.
- 22 3. Prepares, in conjunction with the board president, agenda recommendations relative to all
23 matters requiring board action, including all facts, information, options, and reports needed to
24 assure informed decisions. Provides advice and counsel to the Board on matters before it.
- 25 4. Attends all regular and special meetings of the Board and keeps a complete and accurate record
26 of the proceedings of all meetings of the Board and of its official acts.
- 27 5. Recommends drafts of new policies or changes to the Board. Anticipates potential problems.
28 Recommends policies or courses of staff action.

- 1 6. Develops administrative procedures to implement board policy or for the items deemed
2 necessary for the efficient operation of the schools and disseminates these procedures to
3 appropriate staff.
- 4 7. Keeps the Board informed regarding development in other districts or at state and national levels
5 that would be helpful to the district.
- 6 8. Ensures that all local, state, and federal standards for the health and safety of the students and
7 staff are maintained and that required reports are maintained.
- 8 9. Fulfills all statutory obligations and implements the education law of the State of Tennessee and
9 the rules and regulations of the State Board.¹

10 **Financial Management**

- 11 1. Provides direction to and supervision of school business functions. Encourages development and
12 implementation of sound business practices. Continually assesses business practices to achieve
13 efficiency.
- 14 2. Prepares, annually, a budget and submits it to the Board for approval. Presents approved budget
15 to the appropriate local funding body for adoption.
- 16 3. Makes appropriate written reports for the Board detailing all receipts and expenditures of the
17 public school funds and submits them to the local funding body.
- 18 4. Ensures that funds are spent prudently by providing adequate control and accounting of the
19 district's financial and physical resources.

20 **Personnel Administration**

- 21 1. Establishes lines of authority which shall be approved by the Board and shown on the district
22 organization chart. Lines of authority shall not restrict the practical working relationships of all
23 staff members at all levels.
- 24 2. Employs such personnel as may be necessary within the limits of budgetary provisions and
25 recommends to the Board teachers who are eligible for tenure.
- 26 3. Develops recruitment procedures to assure well-qualified applicants for professional and non-
27 professional positions.
- 28 4. Assigns and transfers employees as the interest of the district may dictate and reports such action
29 to the Board for information and record.
- 30 5. Holds meetings of teachers and other employees as necessary for the discussion of matters
31 concerning the welfare and improvement of the schools.
- 32 6. Communicates directly or through delegation all actions of the Board relating to personnel
33 matters to all and receives employees' communications to be made to the Board.

1 7. Evaluates principals annually.

2 8. Informs the Office of Educator Licensing of licensed educators or educators who have a
3 temporary teaching permit who have been suspended or dismissed, who have resigned,
4 following allegations of conduct, including sexual misconduct, which, if substantiated, would
5 warrant consideration for license suspension, revocation, or formal reprimand or who have
6 been convicted of a felony. The report shall be submitted within thirty (30) days of the
7 suspension, dismissal, or resignation or of receiving knowledge of the felony conviction.²

8 Instructional Leadership

- 9 1. ~~Administers~~ **Serves** as chief school executive. **Ensures** the development and maintenance of a
10 positive educational program designed to meet the needs of the community and to carry out the
11 policies of the Board. Ensures that a system of thorough and efficient education, as defined by
12 state law, is available to all students.
- 13 2. Recommends to the Board for its adoption all courses of study, curriculum guides, and major
14 changes in tests and time schedules to be used in the schools.
- 15 3. Oversees the timely revisions of all curriculum guides and courses of study.
- 16 4. Develops guidelines and direction for monitoring the effectiveness of existing and new programs.
- 17 5. Conducts a periodic audit of the total school program and advises the Board of recommendations
18 for the educational advancement of the schools.
- 19 6. Seeks out available sources for grant funding to support programs and projects.
- 20 7. Ensures that the goals of the school system are adequately reflected in its educational program
21 and operations.

22 Community/Public Relations

- 23 1. Promotes community support of the schools. Interprets district programs and services, reports,
24 plans, events, and activities of interest and solicits community opinions regarding school and
25 educational issues.
- 26 2. Identifies available community resources and links to social service agencies that support
27 education and healthy child development.
- 28 3. Develops strategies to promote parental involvement in their student's education and provides
29 opportunities for parent-teacher interaction.
- 30 4. Maintains contact and good relations with local media. Acts as the Board's spokesperson.
- 31 5. Ensures that the district interests will be represented in meetings and activities of municipal and
32 other governmental agencies.

- 1 6. Represents the school district and its interests in community organizations, activities, and
2 projects.

3 **TERMS OF EMPLOYMENT:** Twelve (12) months a year. Serves in accordance with the terms of the
4 contract between the board and the Director of Schools. Salary to be determined by the Board.

5 **EVALUATION:** Performance of this job will be evaluated in accordance with provisions of state law
6 and the board's policy on evaluation of the Director of Schools.

7 **GENERAL REQUIREMENTS:** The above statements are intended to describe the general nature and
8 level of work being performed by the person assigned to this position. They are not intended to be a
9 complete list of responsibilities, duties and skills required of personnel so assigned.

Legal References

1. TCA 49-2-301
2. TRR/MS 0520-02-03-.09(2); TCA 49-5-417(c);
Public Acts of 2021, Chapter No. 211

Cross References

Executive Committee 1.301
Administrative Procedures 1.601
Administrative Committees 1.602
Administrative Reports 1.603
School District Planning 1.701
Job Descriptions 5.103
Application and Employment 5.106
Evaluation of the Director of Schools 5.803

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 01/05/21
		Rescinds: 6.200	Issued: 07/28/20

1 Attendance is a key factor in student achievement, and therefore, students are expected to be present
2 each day school is in session.

3 The Director of Schools/designee shall ensure that this policy is posted in each school building and
4 disseminated to all students, parents, teachers, and administrative staff.

5 The attendance supervisor shall oversee the entire attendance program which shall include:¹

- 6 1. All accounting and reporting procedures and their dissemination;
- 7 2. Alternative program options for students who severely fail to meet minimum attendance
8 requirements;
- 9 3. Ensuring that all school age children attend school;
- 10 4. Providing documentation of enrollment status upon request for students applying for new or
11 reinstatement of driver's permit or license; and
12
- 13 5. Notifying the Department of Safety whenever a student with a driver's permit or license
14 withdraws from school.²

15 Student attendance records shall be given the same level of confidentiality as other student records. Only
16 authorized school officials with legitimate educational purposes may have access to student information
17 without the consent of the student or parent/guardian.³

18 Absences shall be classified as either excused or unexcused as determined by the principal/designee. If
19 an absence is unexcused, the work missed may be made up for credit within five (5) days of returning to
20 school from said absence.

21 Out-of-school suspension days will be considered unexcused absences and students absent for out-of-
22 school suspension shall be allowed to make up the work missed within five (5) days of returning to
23 school from said absence and receive eighty percent (80%) of the grade earned. If a grade was not taken
24 for the day missed, no deduction in grades will occur because of the absence.

25 Excused absences shall include:⁴

- 26 1. Personal illness/injury

- 1 a. A note from the student's parent/guardian or legal custodian will be required upon the
2 student's returning to school. The note should include the reason(s) for and the date(s)
3 of the absence. Upon returning to school, a student has five (5) school days in which
4 to submit a note. After that time period has elapsed, the absence(s) will become
5 permanently unexcused.
- 6 b. The school may accept a written note from a parent/guardian or legal custodian
7 ~~verifying a student's illness~~ for up to a total of eight (8) accumulated days during the
8 school year. However, if a student is absent ~~due to illness~~ more than a total of eight
9 (8) accumulated days, a doctor's note specifying inclusive dates for ~~the~~ illness must
10 be submitted in order for any subsequent absences due to illness to be excused.
11
- 12 2. Illness of immediate family member
- 13 a. A doctor's statement may be required after three (3) days. Immediate family member
14 is defined as a student's parent/guardian or sibling.
15
- 16 3. Death in the family
- 17 a. One day shall be excused for death of family members. Additional days will be
18 excused at the discretion of the principal.
- 19 b. If the death is not of a family member, the principal may approve as an unexcused
20 absence with appropriate documentation.
- 21 4. Extreme weather conditions
- 22 5. Religious observances⁵
- 23 6. Military Service of Parent/Guardian⁶
- 24 a. School principals shall provide students with a one-day excused absence prior to the
25 deployment of and a one-day excused absence upon the return of a parent/guardian
26 or immediate family member serving active military service.
27
- 28 b. Principals shall also allow up to ten (10) excused cumulative absences per year for
29 students to visit a parent/guardian during a deployment cycle. The student shall
30 provide documentation to the school as proof of his/her parent's/guardian's
31 deployment. Students shall be permitted to make up schoolwork missed during these
32 absences.⁶
- 33 7. Pregnancy
- 34 8. School-endorsed activities
- 35 9. Summons, subpoena, or court order
- 36 a. Written verification of the appearance and the time involved must be submitted
37 upon the student's return to school. These excuses may be obtained through the
38 Court Clerk's office.
39

10. Circumstances which in the judgment of the principal create emergencies over which the student has no control.

The principal shall be responsible for ensuring that:⁷

1. Attendance is checked and reported daily for each class;
2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent for the majority of the day;
3. All student absences are verified;
4. Written excuses are submitted for absences and tardiness; and
5. System-wide procedures for accounting and reporting are followed.

~~DISTANCE LEARNING ATTENDANCE~~

~~All RCS attendance policies apply to students participating in distance learning. In order for distance learning students to be considered present for the day, the student must be interacting and responding to instruction. The teachers will take attendance for each class based on the following:~~

- ~~1. Submission of an assignment for the class;~~
- ~~2. Participation in an online discussion for the class;~~
- ~~3. Participation in synchronous learning in an online classroom;~~
- ~~4. Completion of an assessment for the class;~~
- ~~5. Discussion with the teacher/class via phone calls, email, or online meeting in a virtual format;~~
- ~~6. Other participation as determined by the principal.~~

~~Students with three unexcused absences shall be subject to the progressive truancy intervention framework contained in this Policy.~~

TRUANCY

General

Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled school day in order to be counted present. Students receiving special education services may attend part-time days, alternating days, or for a specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be considered present for school attendance purposes. If a student is required to participate in a remedial instruction program outside of the regular school day where there is no cost to the parent(s) and the school system provides transportation, unexcused absences from these programs shall be reported in the same manner.⁸

Students who are absent five (5) days without adequate excuse shall be reported to the Director of Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's absence. If a parent/guardian does not provide documentation within adequate time excusing those

1 absences or request an attendance hearing, then the Director of Schools shall implement tier two of the
2 progressive truancy plan described below prior to referral to juvenile court.

3 ~~The Director of Schools/ designee shall also comply with state law regarding the reporting of truant~~
4 ~~students to the proper authorities. If a student accumulates a total of five (5) unexcused absences, then~~
5 ~~he/she is subject to referral to juvenile court.⁸~~

6 The Director of Schools/designee shall develop appropriate administrative procedures to implement this
7 policy.

8 *Progressive Truancy Intervention Plan*⁹

9 ~~Students with three (3) unexcused absences shall be subject to the progressive truancy intervention~~
10 ~~framework outlined below.~~

11 **Tier 1**

12 Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide
13 prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are
14 not limited to, sharing of expectations online and in student handbooks, communicating tardies and
15 absences to families daily, providing transportation, and sharing community resources such as before
16 and afterschool care options.

17 ~~1. A conference with the student and the student's parent/guardian;~~

18

19 ~~2. An attendance contract, based on the conference, signed by the student, the parent/guardian, and~~
20 ~~an attendance officer. The contract shall include:~~

21

22 ~~a. A specific description of the school's attendance expectations for the student;~~

23 ~~b. The period for which the contract is effective. The term of the contract must not exceed~~
24 ~~ninety (90) school days or continue beyond the last day of the semester, whichever comes~~
25 ~~first; and~~

26 ~~c. Penalties for additional absences and alleged school offenses, including additional~~
27 ~~disciplinary action and potential referral to juvenile court; and~~

28

29 ~~3. Regularly scheduled follow up meetings to discuss the student's progress.~~

30 ~~If the student accumulates additional unexcused absences in violation of the attendance contract, he/she~~
31 ~~shall be subject to the additional intervention tiers.~~

32 **Tier II**

33 Tier II of the progressive truancy plan shall be implemented after the student accumulates five (5)
34 unexcused absences, but before referral to juvenile court, and includes the following:

35 1. A conference with the student and the student's parent(s)/guardian(s);

36

- 1 2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),
2 and the Attendance Supervisor/designee. The contract shall include:
3
4 a. A specific description of the school's attendance expectations for the student;
5 b. The period for which the contract is effective; and
6 c. Penalties for additional absences and alleged school offenses, including additional
7 disciplinary action and potential referral to juvenile court.
8
9 3. Regularly scheduled follow-up meetings to discuss the student's progress; and
10
11 4. A school employee shall conduct an individualized assessment detailing the reasons a student
12 has been absent from school. The employee may refer the student to counseling, community-
13 based services, or other services to address the student's attendance problems.

14 ~~If a student accumulates additional unexcused absences in violation of attendance contract in tier one,~~
15 ~~the student will be subject to tier two.~~

16 ~~An individualized assessment by a school employee of the reasons a student has been absent from school.~~
17 ~~This may result in referral to counseling, community-based services, or other services to address the~~
18 ~~student's attendance problems.~~

19 **Tier III**

20 ~~This tier will be implemented if the truancy interventions under tier two are unsuccessful.~~

21 ~~The Director of Schools shall develop procedures for the implementation of a progressive truancy~~
22 ~~intervention process under tier three.~~

23 Tier III shall be implemented if the truancy interventions under Tier II are unsuccessful. Tier III may
24 consist of the following interventions, to be determined by the principal as needed: utilizing truancy
25 officers, peer mentors, social workers, or other appropriate staff to encourage consistent attendance, meet
26 with families to ascertain needs and hinderances to attendance, offering recommendations for
27 community resources such as before and after school care, and/or discuss transportation needs and assist
28 with problem-solving those needs. The interventions shall address students' needs in an age-appropriate
29 manner. Finalized plans shall be approved by the Director of Schools/designee.

30 **COLLEGE VISITS¹⁰**

31 Any high school student wishing to participate in a postsecondary school visit during the school year
32 shall submit to the principal/designee prior notice from the his/her parent/guardian specifying the date
33 of the school visit. The parent(s)/guardian(s) of the student shall be responsible for facilitating any
34 postsecondary school visits and for ensuring the safety of the student during the visit.

35 The principal/designee shall count a student present for no more than three (3) days each school year for
36 students participating in a postsecondary school visit. The student shall be counted present for the day
37 of the postsecondary school visit and shall not be counted present during any travel days.

1 In order to be counted present for the school day missed, the student shall submit to the
 2 principal/designee a signed letter or form from a campus official verifying that the visit to the
 3 postsecondary school occurred.

4 The student shall complete any schoolwork missed due to the student participating in a postsecondary
 5 school visit.

6 **PERFECT ATTENDANCE**

7 To be eligible for perfect attendance, a student must be in attendance for a length of time equal to the
 8 state's minimum hourly requirement for a school day. To have perfect attendance in a particular class,
 9 a student must be present every day for over half of the class period.

10 Any student who misses class or a day of school because of observance of a day set aside as sacred by
 11 a religious denomination of which the student is a member or adherent, shall be deemed to have met
 12 the requirements of perfect attendance if his/her only absences were related to such observance.

13 Any student who misses class or a day of school because of a scheduled visit to a college or university
 14 shall be deemed to have met the requirements of perfect attendance if his/her only absences were
 15 related to such visit. Any student who misses class or a day of school because of earning an exemption
 16 from exams shall be deemed to have met the requirements for perfect attendance if his/her only
 17 absences were related to the exemptions.

18 **POSITIVE INCENTIVES FOR PERFECT ATTENDANCE**

19 Grades K-8

20 Individual schools are encouraged to provide incentives for regular attendance.

21 Grades 9-12

22 Final Exam Exemptions (Other than state mandated End of Course Exams)-Eligibility for exam
 23 exemptions (other than state mandated End of Course Exams) begins the first day of school. The final
 24 decision regarding final exemption of any student will be determined by the principal/designee. Any
 25 student who has been suspended (in-school or out-of-school) is not eligible for exemptions. The criteria
 26 for final exam exemption are as follows:

27 Full Year Classes	One Semester Class
28 8 absences-A average	4 absences-A average
29 6 absences-B average	3 absences-B average
30 4 absences-C average	2 absences-C average
31 2 absences-D average	1 absence-D average

32 **ABSENCES MAY NOT BE MADE UP FOR THE PURPOSE OF QUALIFYING FOR EXAM**
 33 **EXEMPTION.**

1 Any student in Rutherford County Schools with four (4) years perfect attendance will receive recognition
2 for this achievement.

3 **TARDIES K-12**

4 Being on time to school and class is essential for optimum teaching and learning. When a student is
5 tardy, he/she disrupts this process for others and loses important learning time for himself/herself. School
6 bus transportation is provided free of charge to students of Rutherford County. For this reason, tardies
7 related to car problems, traffic, oversleeping, etc. are not valid reasons for tardiness. To receive an
8 excused tardy when late to school, the student must either:

- 9
- 10 a. A doctor's statement;
 - 11 b. An official court notice; or
 - 12 c. A parent conference or a parent's telephone call and approval by the administration.
13 (Personal illness would be excused.)

14 **STATE-MANDATED ASSESSMENT**

15 Students who are absent the day of the scheduled EOC exams must present a signed doctor's excuse or
16 must have been given an excused release by the principal prior to testing to receive an excused absence.
17 Students who have excused absences will be allowed to take a make-up exam. Excused students will
18 receive an incomplete in the course until they have taken the EOC exam.

19 Students who have an unexcused absence shall receive a failing grade on the course exam which shall
20 be averaged into their final grade.

21 **CREDIT/PROMOTION DENIAL**

22 Credit/promotion denial determinations may include student attendance; however, student attendance
23 may not be the sole criterion.¹¹ If attendance is a factor, prior to credit/promotion denial, the following
24 shall occur:

- 25 1. The student and the parent/guardian shall be advised if student is in danger of credit/promotion
26 denial due to excessive absenteeism.
27
- 28 2. Procedures in due process are available to the student when credit or promotion is denied.

29 **DRIVER'S LICENSE REVOCATION²**

30 More than ten (10) consecutive or fifteen (15) reported unexcused absences by a student during any
31 semester renders a student ineligible to retain a driver's permit or license, or to obtain such if of age.

32 In order to qualify for reclaiming a driver's permit or license, the student must make a passing grade in
33 at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent grading period.

34 **ATTENDANCE HEARING¹²**

- 1 Students with excessive (more than 5) unexcused absences or those in danger of credit/promotion denial
 2 shall have the opportunity to appeal to an attendance hearing committee appointed by the principal. If
 3 the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided written or
 4 actual notice of the appeal hearing and shall be given the opportunity to address the committee. The
 5 committee will conduct a hearing to determine if any extenuating circumstances exist or to determine if
 6 the student has met attendance requirements that will allow him/her to pass the course or be promoted.
 7 Upon notification of the attendance committee decision, the principal shall send written notification to
 8 the Director of Schools/designee and the parent(s)/guardian(s) of the student of any action taken
 9 regarding the excessive unexcused absences. The notification shall advise parents/guardian(s) of their
 10 right to appeal such action within two (2) school days to the Director of Schools/designee.
- 11 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.
- 12 Within five (5) school days of the Director of Schools/designee rendering a decision, the student's
 13 parent(s)/guardian(s) may request a hearing by the board, and the board shall review the record.
 14 Following the review, the board may affirm or overturn the decision of the Director of Schools/designee.
 15 The action of the board shall be final.

 Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c)
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3019
7. TCA 49-6-3007
8. TCA 49-6-3021
9. TCA 49-6-3007; TCA 49-6-3009
10. State Board of Education Policy 4.100
11. TCA 49-2-203(b)(7)
12. TRR/MS 0520-01-02-.17(7)

 Cross References

- School Calendar 1.800
- Extracurricular Activities 4.300
- Interscholastic Athletics 4.301
- Field Trips/Excursions/Competitions 4.302
- Reporting Student Progress 4.601
- Promotion and Retention 4.603
- Recognition of Religious Beliefs, Customs, & Holidays 4.803
- Voluntary Pre-K Attendance 6.2011
- Homeless Students 6.503
- Students in Foster Care 6.505
- Students from Military Families 6.506
- Student Records 6.600

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Physical Examinations and Immunizations	Descriptor Code: 6.402	Issued Date: 01/05/21
		Rescinds: 6.402	Issued: 01/30/20

PHYSICAL EXAMINATIONS¹

The principal shall ensure that there is a complete physical examination of each student prior to:²

1. Entering school for the first time. This applies to kindergarten, first grade and other students for whom there is no health record. However, the enrollment of any student deemed to be homeless may not be denied or delayed because of the student's lack of a medical examination or immunization records.
2. Participation as a member of any athletic team or in any other strenuous physical activity program.³
A physical shall be required prior to any level of participation on athletic teams including, but not limited to, on- or off-season conditioning, practices, and/or games.

Cost of the examination shall be borne by the parent or guardian of the student and the exam must have been completed within one year prior to the enrollment or participation. These records shall be on file in the principal's office.

Screening tests as required by the Tennessee Department of Education and the Department of Health will be conducted. Parent(s)/guardian(s) will receive written notice of any screening result that indicates a condition that might interfere with the student's progress. The school district will not conduct physical examinations of a student without parental consent or by court order, unless the health or safety of the student or others is in question.³

IMMUNIZATIONS

No students entering school, including those entering kindergarten or first grade, those from out-of-state and those from nonpublic schools, will be permitted to enroll (or attend) without proof of immunization, as determined by the Commissioner of Health unless circumstances outlined in state or federal law prevent a student from producing such records. It is the responsibility of the parents or guardians to have their children immunized and to provide such proof to the principal of the school which the student is to attend.⁴

Exceptions will be granted to any child whose parent or guardian shall file with school authorities a signed, written statement that such measures conflict with one of the following:

1. His/her religious tenets and practices if in the absence of an epidemic or immediate threat of an epidemic, **except in the event of a COVID-19 or any variant outbreak⁵**; or

1 2. Due to medical reasons if such child has a written statement from his/her doctor excusing him
2 from such immunization.⁶

3

4 Furthermore, the enrollment of any student deemed homeless may not be denied or delayed because of
5 the student's lack of a medical examination or immunization records.

6 Proof of exceptions will be in writing and filed in the same manner as other immunization records.

7 A list of transfer students shall be kept at each school throughout the school year in order that their
8 records can be monitored by the Department of Health.

Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-1-13-.01(1)(a)
3. Tennessee School Health Screening Guidelines,
https://www.tn.gov/content/dam/tn/education/csh/csh_school_health_screening_guidelines.pdf
; 20 USCA § 1232h(c)(2)(C)
4. TCA 49-6-5001(a),(c)
5. TCA 49-6-5001(b)(2), Public Acts of 2021, Chapter No. 513
6. TCA 49-6-5001(c)(2)

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Access to Private Facilities	Descriptor Code: 3.220	Issued Date:
		Rescinds:	Issued:

- 1 Students, employees, or teachers may request reasonable accommodations if they desire greater
- 2 privacy when using multi-occupancy restrooms or changing facilities located in the school building or
- 3 when using multi-occupancy sleeping quarters while attending a school-sponsored activity.¹
- 4 Such requests shall be submitted in writing to the principal, and any appeals regarding the principal's
- 5 decision shall be in accordance with state law.¹
- 6 The Director of Schools shall develop an administrative procedure on access to private facilities.

Legal References

1. Public Acts of 2021, Chapter No. 452

Rutherford County Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Instructional Standards	Descriptor Code: 4.101	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Board is charged with selection of the curriculum. No subjects or topics prohibited by state or
3 federal law shall be taught.¹ The Director of Schools shall develop administrative procedures to
4 implement this policy.

5 **STATE STANDARDS²**

6 Only Tennessee state standards shall be taught within the school district. The following are prohibited:

- 7 1. Instructional materials, textbooks, or supplemental materials created to align exclusively with
8 Common Core; or
9
10 2. Instructional materials, textbooks, or supplemental materials that are marketed or otherwise
11 identified as Common Core textbooks or instructional materials.

12 **CURRICULUM AND INSTRUCTIONAL PROGRAMMING**

13 All curriculum and instructional programming implemented in the school district shall adhere to state
14 and federal laws. District employees shall not include or promote any concepts that would violate state
15 law when providing instruction, using instructional or supplemental materials, or when implementing
16 the instructional program and curriculum.¹

17 The Director shall develop procedures to ensure that the district's instructional program complies with
18 state law.

Legal References

1. Public Acts of 2021, Chapter No. 205; Public Acts of 2021, Chapter No. 281; Public Acts of 2021, Chapter No. 471; Public Acts of 2021, Chapter No. 493
2. TCA 49-1-302(a)(8); TCA 49-1-314

Cross References

Controversial Issues 4.800
Controversial Materials 4.801

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Family Life Education	Descriptor Code: 4.213	Issued Date:
		Rescinds:	Issued:

1 *General*

2 A family life education program shall be implemented within the school district in compliance with state
3 law.¹

4 A parent/guardian who chooses not to have a student participate in the family life education program
5 shall submit such request in writing to the principal. A student who is excused from the program shall
6 be assigned alternative health activities and shall not be penalized academically.

7 **FAMILY LIFE INSTRUCTION**

8 The curriculum for the family life education program shall, in a manner that is age-appropriate and
9 factually and medically accurate, include the following:²

- 10 1. Teach the skills needed to make healthy decisions in all aspects of marriage and family life;
- 11
- 12 2. Encourage sexual health by helping students understand how the whole person is affected by
13 sexual activity as well as other risk behaviors;
- 14
- 15 3. Provide information about human reproduction, including conception, birth, and prenatal care,
16 as well as the process of adoption and its benefits;
- 17
- 18 4. Provide information on the family unit and the responsibilities and consequences related to sexual
19 activity, including the challenges of single teen parenting;
- 20
- 21 5. Promote only sexual risk avoidance through abstinence and the positive results of avoiding sexual
22 activity;
- 23
- 24 6. Provide instruction on the detection, intervention, prevention, and treatment of child sexual
25 abuse, including such abuse that may occur in the home, and human trafficking in which a victim
26 is the child;
- 27
- 28 7. Provide instruction on the prevention of dating violence;
- 29
- 30 8. Encourage communication between parent(s)/guardian(s) and students; and
- 31

- 1 9. Address the legal aspects of sexual activity with emphasis on the rights of the student.
- 2 The family life education program shall be reviewed annually to ensure that the prohibited items of
- 3 instruction, as provided for in state law,³ are not included in the curriculum.

4 **TRAINING ON INSTRUCTION**

- 5 Personnel providing family life instruction shall receive training prior to presenting such instruction.
- 6 Personnel shall conduct such instruction with maturity and discretion.

Legal References

1. TCA 49-6-1302; Public Acts of 2021, Chapter No. 290
2. TCA 49-6-1304
3. TCA 49-6-1304(b)

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Use of the Internet	Descriptor Code: 4.406	Issued Date: 02/09/17
		Rescinds: 4.406	Issued: 06/16/11

1 The Board supports the right of staff and students to have reasonable access to various information
2 formats and believes that it is incumbent upon staff and students to use this privilege in an appropriate
3 and responsible manner.

4 **Employees**

5 Before any employee is allowed use of the District's internet or intranet access, the employee shall sign
6 a written agreement, developed by the Director of Schools/designee that sets out the terms and conditions
7 of such use. Any employee who accesses the district's computer system for any purpose agrees to be
8 bound by the terms of that agreement, even if no signed written agreement is on file.

9 The Director of Schools shall develop and implement procedures for appropriate internet use which shall
10 address the following:

- 11 1. Development of the Network and Internet Use Agreement.
- 12 2. General rules and ethics of internet access.
- 13 3. Guidelines regarding appropriate instruction and oversight of student internet use.
- 14 4. Prohibited and illegal activities, including but not limited to the following:¹
 - 15 • Sending or displaying offensive messages or pictures
 - 16 • Using obscene language
 - 17 • Harassing, insulting, defaming, or attacking others
 - 18 • Damaging computers, computer systems or computer networks
 - 19 • Hacking or attempting unauthorized access to any computer
 - 20 • Violation of copyright laws
 - 21 • Trespassing in another's folders, work, or files
 - 22 • Intentional misuse of resources
 - 23 • Using another's password or other identifier (impersonation)
 - 24 • Use of the network for commercial purposes
 - 25 • Buying or selling on the internet

26 **Students**

27 The Director of Schools shall develop and implement procedures for appropriate internet use by students.
28 Procedures shall address the following:

- 29 1. General rules and ethics of internet use.
- 30 2. Prohibited or illegal activities, including, but not limited to:¹
 - 31 • Sending or displaying offensive messages or pictures
 - 32 • Using obscene language

- 1 • Harassing, insulting, defaming, or attacking others
- 2 • Damaging computers, computer systems or computer networks
- 3 • Hacking or attempting unauthorized access
- 4 • Violation of copyright laws
- 5 • Trespassing in another's folders, work, or files
- 6 • Intentional misuse of resources
- 7 • Using another's password or other identifier (impersonation)
- 8 • Use of the network for commercial purposes
- 9 • Buying or selling on the internet

10 **INTERNET SAFETY MEASURES³**

11 Internet safety measures shall be implemented that effectively address the following on District
12 supported devices:

- 13 • Controlling access by students to inappropriate matter on the internet ~~and World Wide~~
14 ~~Web~~
- 15 • Safety and security of students when they are using electronic mail, chat rooms, and other
16 forms of direct electronic communications
- 17 • Preventing unauthorized access, including "hacking" and other unlawful activities by
18 students online
- 19 • Unauthorized disclosure, use and dissemination of personal information regarding
20 students
- 21 • Restricting students' access to materials harmful to them

22 The Director of Schools/designee shall establish a process to ensure the District's education technology
23 is not used for purposes prohibited by law or for accessing sexually explicit materials. The process shall
24 include, but not be limited to:

- 25 • Utilizing technology that blocks or filters internet access (for both students and adults) to
26 material that is obscene, child pornography or harmful to students
- 27 • Maintaining and securing a usage log
- 28 • Monitoring online activities of students

29 The Board shall provide reasonable public notice of its internet safety measures.²

30 **Annually, a notification about the use of the internet and technology will be provided to**
31 **parents/guardians and students. Parents/guardians may choose to opt-out and disallow their student from**
32 **accessing the internet or technology by opting out on the provided form, and confirming the request with**
33 **the District Office of Instructional Technology.**

34 **E-MAIL**

35 Users with network access shall not utilize district resources to establish electronic mail accounts through
36 third-party providers or any other nonstandard electronic mail system. All data including e-mail
37 communications stored or transmitted on school system computers shall be monitored.
38 Employees/students have no expectation of privacy with regard to such data. E-mail correspondence
39 may be a public record under the public records law and may be subject to public inspection.³

1 **INTERNET SAFETY INSTRUCTION⁴**

2 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing
3 computer resources. The Director of Schools shall provide adequate in-service instruction on internet
4 safety. Parents/guardians and students will be provided with material to raise awareness of the dangers
5 posed by the internet and ways in which the internet may be used safely.

6 **SOCIAL NETWORKING**

- 7 1. District staff who have a presence on social networking websites are prohibited from posting
8 data, documents, photographs, or inappropriate information that is likely to create a material and
9 substantial disruption of classroom activity.
- 10 2. District staff are prohibited from accessing personal social networking sites on school computers
11 or during school hours except for legitimate instructional purposes.
- 12 3. The Board discourages district staff from socializing with students on social networking
13 websites. The same relationship, exchange, interaction, information, or behavior that would be
14 unacceptable in a non-technological medium is unacceptable when done through the use of
15 technology.

16 **VIOLATIONS**

17 Violations of this policy or a procedure promulgated under its authority shall be handled in accordance
18 with the existing disciplinary procedures of this District.

Legal References

1. TCA 39-14-602
2. 47 USCA §
3. TCA 10-7-512
4. TCA 49-1-221

Cross References

Use of Electronic Mail (e-mail) 1.805
School and System Websites 4.407
Controversial Materials 4.801
Student Publications 6.704

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. Upon receiving the results from these assessments, the school shall provide students
17 with information on any available career and technical education opportunities in which the student is
18 eligible to participate in.

19 **TESTING INFORMATION AND PARENTAL CONSENT**

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

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

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

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

- 1 4. The tentative date or dates that the test will be administered;
2
3 5. The time and manner in which parent(s)/guardian(s) and students will be notified of the results
4 of the test;
5
6 6. How parent(s)/guardian(s) can access the questions and answers on their student’s state-
7 required tests; and
8
9 7. If a board mandated test, how the test complements and enhances student instruction and
10 learning and how it serves a purpose distinct from state-required tests.
- 11 Testing information shall also be placed in student handbooks or other school publications that are
12 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 January	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 09/18/19
		Rescinds: 5.200	Issued: 08/16/17

1 **SUSPENSION PENDING AN INVESTIGATION¹**

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending
3 investigation, or final disposition of a case before the Board or an appeal. If the matter under
4 investigation is not the subject of an ongoing criminal investigation or a Department of Children's
5 Services investigation, and if no charges for dismissal have been made, a suspension pending
6 investigation shall not exceed ninety (90) days in duration. Under no circumstances shall the Director of
7 Schools suspend a teacher with pay. If vindicated or reinstated, the teacher shall be paid full salary for
8 the period of suspension.

9 **SUSPENSION OF THREE DAYS OR LESS^{2,3}**

10 The Director of Schools or his/her designee may suspend a teacher for incompetence, inefficiency,
11 neglect of duty, unprofessional conduct, and insubordination. Before an employee is suspended, he/she
12 shall be: (1) provided with written notice, including the reasons for the suspension along with an
13 explanation of the evidence; (2) given an opportunity to respond to the Director at a conference, if
14 requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days.
15 Both parties may be represented by counsel at the conference, which shall be recorded.

16 Under no circumstances shall a Director of Schools suspend a tenured teacher with pay. If reinstated,
17 the tenured teacher shall be paid full salary for the period of suspension, unless suspension without pay
18 is deemed to be an appropriate penalty.

19 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS⁴**

20 When charges are made against a tenured teacher, charging the teacher with offenses which may justify
21 dismissal or a suspension greater than three (3) days, the charges shall be made in writing, specifically
22 stating the offenses which are charged, and shall be signed by the party or parties making the charges.

23 If, in the opinion of the Board, the charges are of such nature as to warrant the dismissal or a suspension
24 greater than three (3) days of the teacher, the Director of Schools shall give the teacher a written notice
25 of this decision, a copy of the charges against the teacher, and a copy of a form provided by the
26 Commissioner of Education advising the teacher of his/her legal duties, rights, and recourse.

27 A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after
28 receipt of notice give written notice to the Director of Schools of his/her request for a hearing.

29 The Director of Schools shall, within five (5) days after receipt of request, assign a hearing officer from
30 the list maintained by the Board.

1 The Board shall maintain a list of qualified individuals who have indicated a willingness to act as
2 impartial hearing officers as defined under Tennessee law.

3 The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the
4 parties or the attorneys for the parties, or both, to appear before the hearing officer for simplification of
5 issues and the scheduling of the hearing. That hearing shall be set no later than thirty (30) days following
6 receipt of the initial request for a hearing. In the discretion of the hearing officer, all or part of any
7 prehearing conference may be conducted by telephone if each participant has an opportunity to
8 participate, be heard, and to address proof and evidentiary concerns. The hearing officer is empowered
9 to issue appropriate orders and to regulate the conduct of the proceedings.

10 Either party may appeal to the Board an adverse ruling by giving written notice of appeal within ten (10)
11 working days of the hearing officer's delivery of the hearing officer's written findings and conclusions.
12 The Director of Schools shall prepare a copy of the proceedings, including all transcripts and evidence,
13 documentary or otherwise, and transmit the same to the Board within twenty (20) days of the receipt of
14 the notice of appeal.

15 The Board shall hear the appeal on the record, and no new evidence may be submitted by either party.
16 The appealing party may appear before the Board to argue why the adverse ruling should be overturned.
17 In no event should such argument last more than fifteen (15) minutes, unless the Board should vote to
18 extend additional time. At the conclusion of the hearing, any member of the Board may vote to sustain
19 the decision of the hearing officer, send the record back for additional evidence, revise the penalty, or
20 reverse the decision. The Board shall render its decision within ten (10) working days after the
21 conclusion of the hearing. In the event that the decision of the Board is appealed to the chancery court,
22 the Board shall transmit the entire record prepared by the Director and reviewed by the Board to the
23 chancery court for its review.

24 RESIGNATION

25 A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the
26 effective date of the resignation. A teacher who fails to give such notice, in the absence of justifiable
27 extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days'
28 notice requirement and permit a teacher to resign in good standing.⁵

29 The conditions under which it is permissible to break a contract with the Board are as follows:

- 30 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
31 statement of a physician approved by the Board
- 32 2. The drafting of the teacher into military service by a selective service board; or
- 33 3. The release by the Board of the teacher from the contract which the teacher has entered into with
34 the Board.⁶

35 Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the
36 date of return if the teacher does not intend to return to the position from which he/she has taken leave.
37 Failure to render such notice may be considered a breach of contract.⁷

1 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
2 the State Board of Education and request the suspension of a teacher's license. After the State Board of
3 Education has provided the teacher an opportunity for defense during a hearing, the State Board of
4 Education Commissioner of Education may suspend the license for no less than thirty (30) and no more
5 than three hundred sixty-five (365) days.⁸

6 RETIREMENT

7 Retirement shall mean is a termination of services under conditions which will allow the employee to
8 draw benefits from retirement plans and/or Social Security benefits. Employees eligible for retirement
9 benefits may elect to retire at any age according to the provisions of the retirement system.

10 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
11 responsibility of the retiring employee to provide verification of eligibility in writing from the Tennessee
12 Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility of the retiring
13 employee to file for benefits.

14 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year
15 without loss of retirement benefits. Retired teachers may substitute teach for additional days if the
16 Director of Schools certifies in writing to the Board Division of Retirement that no other qualified
17 personnel are available to substitute teach.⁹

18 The Director of Schools may employ teachers retired for at least one (1) year for full-time employment
19 as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will
20 not be lost or suspended under certain conditions, which include but are not limited to the following:¹⁰

- 21 1. The Director of Schools of the employing system must certify in writing that no other qualified
22 individuals are available to fill the position;
- 23 2. The Commissioner of Education must certify that the employing school system serves an area
24 that lacks qualified teachers to serve in the position to be filled;
- 25 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 26 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
27 receive medical insurance coverage; and
- 28 5. The salary paid to the retired member shall not be less than the rate of compensation set by the
29 Board for teachers with no experience filling similar positions, nor more than eighty-five
30 percent (85%) of the rate of compensation set by Board for teachers with comparable training
31 and years of experience filling similar positions.

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b); Public Acts of 2021, Chapter No. 493
9. TCA 8-36-805
10. TCA 8-36-821

Cross References

Recommendations and File Transfers 5.203

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Non- Tenured Teachers	Descriptor Code: 5.201	Issued Date: 09/18/19
		Rescinds: 5.201	Issued: 08/16/17

1 **SUSPENSION PENDING AN INVESTIGATION¹**

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending
3 investigation, or final disposition of a case before the Board or an appeal. If the matter under investigation
4 is not the subject of an ongoing criminal investigation or a Department of Children's Services
5 investigation, and if no charges for dismissal have been made, a suspension pending investigation shall
6 not exceed ninety (90) days in duration. Under no circumstances shall the Director of Schools suspend
7 a non-tenured teacher with pay. If vindicated or reinstated, the non-tenured teacher shall be paid full
8 salary for the period of suspension.

9 **SUSPENSION OF THREE DAYS OR LESS²**

10 A Director of Schools or his/her designee may suspend a teacher for incompetence, inefficiency, neglect
11 of duty, unprofessional conduct, and insubordination. Before an employee is suspended, he/she shall be:
12 (1) provided with written notice, including the reasons for the suspension along with an explanation of
13 the evidence; (2) given an opportunity to respond to the Director at a recorded conference, if requested
14 within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties
15 may be represented by counsel at the conference, which shall be recorded.

16 Under no circumstances shall the Director of Schools suspend a non-tenured teacher with pay. If
17 reinstated, the non-tenured teacher shall be paid full salary for the period of suspension unless suspension
18 without pay is deemed to be an appropriate penalty.

19 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²**

20 The Director of Schools may dismiss or suspend for more than three (3) days any non-tenured teacher
21 during the contract year for incompetence, inefficiency, insubordination, improper conduct, or neglect
22 of duty after giving the non-tenured teacher, in writing, due notice of the charges.

23 The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing
24 before an impartial hearing officer.

25 The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will
26 hear the case and the employee shall have the right to:

- 27 1. be represented by counsel;
- 28 2. call and subpoena witnesses;
- 29 3. examine all witnesses; and
- 30 4. require that all testimony be given under oath.

1 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the
2 affected employee within ten (10) working days following the close of the hearing. The employee may
3 appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written
4 decision to the employee. Written notice of appeal to the Board shall be given to the Director of Schools.
5 Within twenty (20) days of receipt of notice, the Director of Schools shall prepare a copy of the
6 proceedings, transcript, documentary, and other evidence presented and provide the Board a copy of the
7 same.

8 The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in
9 same manner as the non-tenured teacher.

10 The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may
11 appear in person or be represented by counsel and argue why the decision should be modified or reversed.
12 The Board shall take one of the following actions:

- 13 1. sustain the decision;
- 14 2. send the record back if additional evidence is necessary; or
- 15 3. revise the penalty or reverse the decision.

16 Before any decision to dismiss is made, a majority of the membership of the Board shall concur in
17 sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days
18 after the conclusion of the hearing.

19 Within twenty (20) days after receipt of notice of the decision of the Board, either party may appeal to
20 the chancery court in the county where the school system is located. The Board shall provide the entire
21 record of the hearing to the court.

22 **NONRENEWAL**

23 Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of
24 employment enjoyed by tenured teachers except that they have no claim upon continuing employment
25 or tenure protections.

26 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-
27 tenured teacher and providing assistance for overcoming these deficiencies.

28 The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their
29 contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher,¹
30 the following action shall be taken:

- 31 1. The Board shall be notified at the next regular board meeting; and
- 32 2. Written notice of non-renewal shall be ~~hand delivered or sent to the employee by registered mail~~
33 ~~so that it will be received by the employee~~ sent to the teacher by certified mail or overnight
34 carrier, or by email within five (5) business days following the last instructional day for the school
35 year.³

36 **RESIGNATION**

1 A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the
2 effective date of the resignation.⁴ The Board may waive the thirty (30) days-notice requirement and
3 permit a teacher to resign in good standing.

4 The conditions under which it is permissible to break a contract with the Board are as follows:⁵

- 5 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
6 statement of a physician approved by the Board;
- 7 2. The drafting of a teacher into military service by a selective service board; and
- 8 3. The release by the Board of the teacher from the contract which the teacher has entered into with
9 the Board.

10 Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the
11 date of return if the teacher does not intend to return to the position from which he/she has taken leave.
12 Failure to render such notice may be considered a breach of contract.⁶

13 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
14 the State Board of Education and request the suspension of a teacher's certificate. After the State Board
15 of Education has provided the teacher an opportunity for defense during a hearing, the ~~Commissioner of~~
16 ~~Education~~ State Board of Education may suspend the certificate for no less than thirty (30) and no more
17 than three hundred sixty-five (365) days.⁷

18 RETIREMENT

19 Retirement shall mean a termination of services under conditions which will allow the employee to draw
20 benefits from retirement plans and/or social security benefits.

21 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of
22 the retirement system. Central office personnel shall assist employees in securing retirement benefits;
23 however, it shall be the responsibility of the retiring employee to provide verification of eligibility in
24 writing from the Tennessee Consolidated Retirement System (TCRS) to the central office. It shall be the
25 responsibility of the retiring employee to file for benefits.

26 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year
27 without loss of retirement benefits. Retired teachers may substitute teach for additional days if the
28 Director of Schools certifies in writing to the Division of Retirement that no other qualified personnel
29 are available to substitute teach.⁸

30 The Director of Schools may employ teachers retired for at least one (1) year for full-time employment
31 as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will
32 not be lost or suspended under certain conditions, which include but are not limited to the following:⁹

- 33 1. The Director of Schools of the employing system must certify in writing that no other qualified
34 individuals are available to fill the position;
- 35 2. The Commissioner of Education must certify that the employing school system serves an area
36 that lacks qualified teachers to serve in the position to be filled;
- 37 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;

- 1 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or
2 receive medical insurance coverage; and
3 5. The salary paid to the retired member shall not be less than the rate of compensation set by the
4 board for teachers with no experience filling similar positions, nor more than eighty-five percent
5 (85%) of the rate of compensation set by board for teachers with comparable training and years
6 of experience filling similar positions.

7 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*
8 *does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of*
9 *non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this policy.)*

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(GG); TCA 49-5-512(d)
3. TCA 49-5-409
4. TCA 49-5-508
5. TCA 49-411(a)
6. TCA 49-5-706
7. TCA 49-5-411(b)(4); Public Acts of 2019, Chapter No. 248
8. TCA 8-36-805
9. TCA 8-36-821

Cross References

Recommendations and File Transfers 5.203

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Code of Conduct	Descriptor Code: 6.300	Issued Date: 05/04/21
		Rescinds: 6.300	Issued: 01/30/20

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.¹ 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.² The development of each code shall involve principals and staff members of
6 each level and shall **be based on evidence-based behavior support and interventions.**³

7 The following levels of misbehavior and disciplinary procedures and options are standards designed to
8 protect all members of the educational community in the exercise of their rights and duties and to
9 maintain a safe learning environment where orderly learning is possible and encouraged.⁴ These
10 misbehaviors apply to student conduct on school buses, on school property, and while students are on
11 school-sponsored outings. Staff **members have the authority to enforce the code of conduct³ and shall**
12 **ensure that disciplinary measures are implemented in a manner that:**⁵

- 13 1. Balances accountability with an understanding of traumatic behavior;
- 14
- 15 2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not
16 allowed at school;
- 17
- 18 3. Minimizes disruptions to education with an emphasis on positive behavioral supports and
19 behavioral intervention plans;
- 20
- 21 4. Creates consistent rules and consequences; and
- 22
- 23 5. Models respectful, non-violent relationships.

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

27 **MISBEHAVIORS: LEVEL I**

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

31 *Examples (not an exclusive listing)*

- 32 • Classroom disturbances

- 1 • Classroom tardiness
- 2 • Cheating and lying
- 3 • Abusive language
- 4 • Failure to do assignments or carry out directions
- 5 • Wearing, while on the grounds of a public school during the regular school day,
- 6 clothing that exposes underwear or body parts in an indecent manner that disrupts the
- 7 learning environment⁶
- 8 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 9 cyber-bullying, and/or hazing)

10 *Disciplinary Procedures*

- 11 • The staff member intervenes immediately.
- 12 • The staff member determines what offense was committed and its severity.
- 13 • The staff member determines who committed the offense and if he/she understands the
- 14 nature of the offense.
- 15 • The staff member employs appropriate disciplinary options.
- 16 • The record of the offense and disciplinary action shall be maintained by the staff
- 17 member.

18 *Disciplinary Options (not an exclusive listing)*

- 19 • Verbal reprimand
- 20 • Special assignment
- 21 • Restricting activities
- 22 • Counseling
- 23 • Withdrawal of privileges
- 24 • Issuance of demerits
- 25 • Strict supervised study
- 26 • Detention
- 27 • In-school suspension
- 28 • Community service
- 29 • Reteaching of expectations
- 30 • Restorative practices
- 31 • Behavior contract
- 32 • Mediation
- 33 • Mentoring

34 **MISBEHAVIORS: LEVEL II**

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

39 *Examples (not an exclusive listing)*

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

9 *Disciplinary Procedures*

- 10 • The student is referred to the principal for appropriate disciplinary action.
- 11 • The principal meets with the student and the staff member.
- 12 • The principal hears the accusation made by the staff member and allows the student the
- 13 opportunity to explain his/her conduct.
- 14 • The principal takes appropriate disciplinary action and notifies the staff member of the
- 15 action.
- 16 • The record of offense and disciplinary action shall be maintained by the principal.

17 *Disciplinary Options (not an exclusive listing)*

- 18 • Teacher/schedule change
- 19 • Mediation
- 20 • Modified probation
- 21 • Behavior modification programs
- 22 • Peer counseling
- 23 • Referral to outside agency
- 24 • Transfer
- 25 • Detention
- 26 • Suspension from school-sponsored activities or from riding school bus
- 27 • In-school suspension
- 28 • Out-of-school suspension
- 29 • Referral for RTI²B
- 30 • Revision
- 31 • Reteaching of expectations
- 32 • Referral to Tier 2 behavioral supports
- 33 • Restorative practices
- 34 • Review and revision of a behavior plan
- 35 • Behavior contract
- 36 • Mentoring
- 37 • Community Service

38

39

1 MISBEHAVIORS: LEVEL III

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

4 *Examples (not an exclusive listing)*

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

17 *Disciplinary Procedures*

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

30 *Disciplinary Options (not an exclusive listing)*

- 31 • In-school suspension
- 32 • Detention
- 33 • Restitution from loss, damage, or stolen property
- 34 • Out-of-school suspension
- 35 • Social adjustment classes
- 36 • Transfer
- 37 • Referral to Tier 2 or 3 behavioral supports
- 38 • Restorative practices
- 39 • Review and revision of a behavior plan

- 1 • Behavior contract
- 2 • Mentoring
- 3 • Community Service
- 4 • Development of a safety plan

5 **MISBEHAVIORS: LEVEL IV**

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

10 If a student's action poses a threat to the safety of others in the school, a teacher, principal, school
11 employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or
12 death to another person.⁷

13 *Examples (not an exclusive listing)*

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

32 *Disciplinary Procedures*

- 33 • The principal confers with appropriate staff members and with the student.
- 34 • The principal hears the accusations and allows the student the opportunity to explain
35 his/her conduct.
- 36 • The parent(s)/guardian(s) are notified.
- 37 • Law enforcement officials are contacted.
- 38 • The incident is reported, and recommendations are made to the Director of Schools.

- 1 • If the student’s placement is to be changed, adequate notice of the charges shall be
2 given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a
3 hearing.

4 *Disciplinary Options (not an exclusive listing)*

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

10 **MISBEHAVIORS: LEVEL V (ZERO TOLERANCE OFFENSES)**

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

- 17 • Unlawfully using or being under the influence of any narcotic or stimulant drug,
18 prescription drug, or any other controlled substance (including marijuana/THC)
19 • Possessing unlawfully any narcotic or stimulant drug, prescription drug, or any other
20 controlled substance (including marijuana/THC)
21 • Sale/distribution/transfer of any narcotic or stimulant drug, prescription drug or any
22 other controlled substance (including marijuana/THC)
23 • Possession of a firearm
24 • Assault that results in bodily injury upon any teacher, principal, administrator, any other
25 employee of the school, or a school resource officer
26 • Aggravated assault
27 • Bomb threat
28 • Possession of substances or devices deemed to be explosives by law enforcement
29 • Students charged with committing an on-campus violent felony listed in Board Policy
30 6.309
31 • Possession/use/transfer of dangerous weapons other than firearms.*
32 • Possession/use/transfer of other instruments and substances with the intent to do harm
33 to self or others or in a manner that renders the item dangerous.*

34 *Disciplinary Procedures*

- 35 • The principal confers with appropriate staff members and with the student.
36 • The principal hears the accusations and allows the student the opportunity to explain
37 his/her conduct.
38 • The parent(s)/guardian(s) are notified.
39 • 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

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

ADDITIONAL GUIDELINES:

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

Legal References

1. TCA 49-6-4005
2. TCA 49-6-3024
3. Public Acts of 2021, Chapter No. 77
4. TCA 49-6-4002
5. TCA 49-6-4109
6. TCA 49-6-4009
7. TCA 49-6-4008

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 March	Descriptor Term: Interference/Disruption of School Activities	Descriptor Code: 6.306	Issued Date:
		Rescinds: 6.306	Issued: 01/15/09

1 *General*

2 A student shall not engage in conduct which causes the disruption or interference with the operation of
3 the school while on school property, in school vehicles or buses, or at school-sponsored events,
4 whether on or off campus. The student shall not urge other students to engage in such conduct.

5 Employees are authorized to take reasonable measures to establish appropriate school behavior and
6 have the authority to control the conduct of any student while under the supervision of the school
7 district.¹

8 A student may receive disciplinary action ranging from verbal reprimand to suspension and/or expulsion
9 depending on the severity of the offense and the student’s prior record.²

10 **REMOVAL OF STUDENT³**

11 If a student repeatedly or substantially interferes with the learning environment, the teacher may
12 submit a written request along with the required documentation to the principal/designee to remove the
13 student from the teacher’s classroom. The student will be given notice of the rationale for the request
14 as well as the opportunity to offer an explanation.

15 The principal/designee will investigate the request and make a decision regarding the student’s
16 placement. The principal will notify the teacher as to his/her decision.

17 If a teacher abuses or overuses the student removal process, the principal/designee shall address the
18 abuse or overuse with the teacher and may require the teacher to complete additional professional
19 development to improve the teacher’s classroom management skills.

20 *Appeal Process*

21 If the teacher’s request for removal is denied, he/she may file an appeal with the Director of
22 Schools/designee. He/she will review the teacher’s request for removal as well as the decision of the
23 principal/designee and make a determination as to the student’s placement.

Legal References

1. TCA 49-6-4102
2. TCA 49-6-3401
3. Public Acts of 2021, Chapter No. 77

Cross References

- Code of Conduct 6.300
- Suspension 6.316
- Safe Relocation of Students 6.4081

Rutherford County Board of Education

Monitoring: Review: Annually, in May	Descriptor Term:.4091 <h2 style="text-align: center;">Safe Relocation of Students</h2>	Descriptor Code: <h3 style="text-align: center;">6.4081</h3>	Issued Date: <h3 style="text-align: center;">08/09/12</h3>
		Rescinds:	Issued:

1 Employees who are directly responsible for a student’s education or who otherwise interact with students
 2 on a professional basis in the scope of their assigned duties may relocate a student from the student’s
 3 present location to another location when such relocation is necessary for the student’s safety or the
 4 safety of others.¹ If relocation is necessary, the process will comply with all special education laws. Such
 5 employees may also intervene in a physical altercation between two (2) or more students or between a
 6 student and a LEA district employee. Reasonable or justifiable force may be used to physically relocate
 7 or intervene in a conflict if a student is unwilling to cooperate.² If an employee is unable to resolve the
 8 matter with the use of reasonable or justifiable force are required, the student shall be allowed to remain
 9 in place until such a time as local law enforcement officers or school resource officers can be summoned
 10 to relocate the student or take the student into custody until such a time as a parent or guardian can
 11 retrieve the student.

12 In the event that physical relocation becomes necessary, the teacher employee shall immediately file a
 13 brief report of the incident with the building principal. If the student's behavior constitutes a violation of
 14 the Board's zero tolerance policy, then the report shall be placed in the student's permanent record.
 15 Otherwise, the report shall be kept in the student's discipline record, and not become a part of that
 16 student's permanent record. The principal/or the principal’s designee shall notify the teacher employee
 17 involved of the actions taken to address the behavior of the relocated student.

18 The Director of Schools shall create procedures to implement this policy consistent with state law. Each
 19 building principal shall fully support the authority of the employees' authority to relocate a student and
 20 ensure appropriate implementation and reporting. under this policy and fully implement the policy and
 21 procedures of the system.

Legal References

1. Public Acts of 2021, Chapter No. 77
2. TCA 39-11-603; TCA 39-11-609 to 614

Cross References

- Code of Conduct 6.300
- Interference/Disruption of School Activities 6.306
- Zero Tolerance Offenses 6.309
- Special Education Students 6.500

Rutherford County Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: Boardsmanship Code of Conduct	Descriptor Code: 1.2021	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 The Board adopts these standards as recommended by the Tennessee School Boards Association as a
2 guide to its members as they provide educational leadership for the youth of our state.

3 **MY RELATIONS TO THE CHILDREN**

- 4 1. I will at all times think in terms of “children first,” always determining how my actions and
5 decisions will affect the education and training of children.
6
7 2. I will seek to provide equal educational opportunities for all children.

8 **MY RELATIONS TO MY COMMUNITY**

- 9 1. I will endeavor to appraise fairly both the present and future educational needs of the
10 community and to support improvements as finances permit.
11
12 2. I will represent at all times the entire school community and refuse to represent special interests
13 or partisan politics.
14
15 3. I will endeavor to keep the community informed about the progress and needs of the schools.
16
17 4. I will represent the Board and the school district to the public in such a way as to promote both
18 interest and support.
19
20 5. I will refer to other board members, staff, students, and the public with respect when using
social media.

21 **MY RELATIONS TO TEACHERS AND PERSONNEL**

- 22 1. I will support the employment of those best qualified to serve as employees and insist on a
23 regular and impartial evaluation of all staff.
24
25 2. I will support and protect personnel in performance of their duties.
26
27 3. I will not criticize employees publicly but will express any relevant concerns to the Director of
28 Schools for investigation and action if necessary.

1 MY RELATIONS WITH OTHER BOARD MEMBERS

- 2 1. I will understand that the Board makes decisions as a team and that individual board members
3 may not commit the Board to any action.
- 4 2. I will accept the will of the majority vote in all cases and give support to the resulting action.
- 5 3. I will work harmoniously with other board members without trying to dominate the Board or
6 neglect my share of the work.
- 7
- 8 4. I will refuse to make promises as to how I will vote on a matter that will come before the
9 Board.
- 10
- 11 5. I will make decisions only after a complete discussion of items at a board meeting.
- 12

13 MY RELATIONS WITH THE DIRECTOR OF SCHOOLS

- 14 1. I will support the full administrative authority as well as responsibility for the Director of
15 Schools to properly discharge all professional duties.
- 16
- 17 2. I will hold the Director of Schools accountable for working with staff and requiring them to
18 work within the framework of policies set up by the Board.
- 19
- 20 3. I will understand that the Board sets the standards for the school district through policy and that
21 board members do not manage the district on a day-to-day basis.
- 22
- 23 4. I will refer all complaints and concerns to the Director of Schools and abstain from individual
24 counsel and action in regard to staff members.

25 MY RELATIONS TO MYSELF

- 26 1. I will uphold the integrity and independence of the position.
- 27
- 28 2. I will become familiar with federal and state education laws and school board policies.
- 29
- 30 3. I will educate myself about my duties and responsibilities and current educational issues by
31 individual study and through participation in programs providing needed information.
- 32
- 33 4. I will continually advocate for the goals of the school district.
- 34
- 35 5. I will vote and act impartially for the good of the school district.
- 36
- 37 6. I will avoid conflicts of interest, and I will refrain from using my position on the Board for
38 personal or partisan gain.

- 1 7. I will attend all board meetings and become informed concerning the issues to be considered at
- 2 those meetings.
- 3
- 4 8. I will model civility to students, employees, and all elements of the community by encouraging
- 5 the free expression of opinion by all board members and engaging in respectful dialogue with
- 6 fellow board members on matters being considered by the Board.

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Authorizing Principles	Descriptor Code: 1.900	Issued Date:
		Rescinds:	Issued:

1 The Rutherford County Board of Education shall ensure that only high-quality charter schools are
2 authorized to operate within the district and adhere to the State Board of Education’s quality charter
3 authorizing standards.¹ To accomplish this, the Board shall adopt the following authorizing principles
4 that require charter schools to maintain high standards, while upholding school autonomy and
5 protecting student and public interests.¹

6 **MAINTAINING HIGH STANDARDS**

7 Charter schools shall be held accountable for meeting the performance standards and targets set forth
8 in their charter agreement. The Board shall close any charter school that fails to meet the standards and
9 targets established in the charter agreement or set by state law.²

10 **UPHOLDING SCHOOL AUTONOMY**

11 Charter school governing boards shall be independent of the Board and have the authority to make
12 instructional programming, financial, personnel, school culture, and scheduling decisions.

13 The Board shall only impose requirements on charter schools in its portfolio when there is a legal basis
14 or compelling reason to do so.

15 **PROTECTING STUDENT AND PUBLIC INTERESTS**

16 The Board shall ensure clarity, consistency, and public transparency in authorizing policies, practices,
17 and decisions of any charter school. The Board shall hold charter school governing boards accountable
18 for being fiscally responsible and transparent.

19 Charter schools are part of the public education program and shall adhere to non-selective,
20 nondiscriminatory practices and ensure the fair treatment of all students. They shall provide
21 appropriate services to all enrolled students in accordance with state and federal laws.³ Charter school
22 governing boards shall ensure fiscal responsibility and transparency.

Legal References

1. TCA 49-13-108(f); State Board of Education Policy 6.111; TRR/MS 0520-14-01-.01
2. TCA 49-13-111, TCA 49-13-120, TCA 49-13-122
3. TCA 49-13-111

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Agreements	Descriptor Code: 1.902	Issued Date:
		Rescinds:	Issued:

1 Charter agreements shall articulate the rights and responsibilities of each party regarding school
 2 autonomy, funding, administration and oversight, outcomes, measures for evaluating success or failure,
 3 performance consequences, and other material terms. These agreements shall be separate from the
 4 application and contain terms and performance standards under which the school shall operate. RCS
 5 will not require a charter school to sign a separate charter agreement from the application.¹

6 All charter agreements shall:¹

- 7 1. Clearly state the rights and responsibilities of the school and the authorizer;
- 8
- 9 2. State and respect the autonomies to which schools are entitled (e.g. programming, staffing,
 10 budgeting, and scheduling);
- 11
- 12 3. Define performance standards, criteria, and conditions for renewal, intervention, revocation,
 13 and non-renewal;
- 14
- 15 4. State when the authorizer fee will be collected;
- 16
- 17 5. Establish the consequences for meeting or not meeting standards;
- 18
- 19 6. State the statutory, regulatory, and procedural terms and conditions for the school’s operation;
- 20
- 21 7. State reasonable pre-opening requirements or conditions for new schools to ensure that they
 22 meet all health, safety, and other legal requirements prior to opening;
- 23
- 24 8. State the responsibility and commitment of the school to adhere to essential public education
 25 obligations, including admitting and serving all eligible students so long as space is available,
 26 and not expelling or counseling out students except pursuant to a legal discipline policy
 27 approved by the Board; and
- 28
- 29 9. State the responsibilities of the school and the authorizer in the event of school closures.

Legal References

1. TCA 49-13-110; State Board of Education Policy 6.111

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Oversight	Descriptor Code: 1.903	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 *General*

2 The Board shall oversee and annually evaluate charter schools to ensure they meet the performance
3 standards and targets set forth in the charter school agreement.¹ The Board shall create a
4 comprehensive performance, accountability, and compliance monitoring system based on the charter
5 school agreement and communicate the results to each charter school. At a minimum, the monitoring
6 system shall address academic, financial, and organizational performance standards as outlined in the
7 charter school agreement and required by the State Board of Education.¹ The Board shall utilize the
8 results when making renewal, revocation, and intervention decisions.

9 The Board shall communicate with the charter schools in its portfolio as needed, including both the
10 charter school leader and governing board, and provide timely notice of any material charter school
11 agreement violations and performance deficiencies.

12 The Board shall articulate and enforce stated consequences for failing to meet performance
13 expectations or compliance requirements.

14 **SITE VISITS**

15 A site visit to each charter school shall be conducted annually. The purpose shall be to collect data and
16 other qualitative information that cannot be obtained otherwise. The Director of Schools shall develop
17 a site visit procedure that outlines the expectations of charter schools prior to, during, and after the site
18 visit, including review of the documents and data, classroom observations, and interviews. These visits
19 shall minimize operational interference.

20 The Board shall provide the charter school with a report that summarizes the charter school's
21 performance. The report shall provide an analysis of relevant data and include general
22 recommendations, if applicable.²

23 **CHARTER SCHOOL REPORTING**

24 Charter schools shall provide the information required by the charter school agreement and state law to
25 the Board. The Director of Schools shall develop a reporting calendar that defines and communicates
26 the process, methods, and timing of gathering and reporting data to the Board.²

27 By September 1st, the governing body of an approved charter school shall make a written report to the
28 Board.³ The annual report shall include:

- 1 1. A report on the progress of the charter school in achieving the goals outlined in the charter
2 school agreement;
- 3
- 4 2. A financial statement disclosing the financial health of the charter school, including the costs of
5 the administration, instruction, and other spending categories of the charter school; and
6
- 7 3. A detailed accounting, including the amounts and sources, of all funds received by the charter
8 school, other than the funds received per state law.⁴

9 This reporting requirement shall begin in the year after the year in which the charter school begins
10 operation.

11 Multiple charter schools overseen by a single governing board shall report their performance as
12 separate, individual charter schools. Each charter school shall be independently accountable for its
13 performance.

14 Each charter school governing body shall submit an annual audit of all accounts and records, to include
15 internal school activity and cafeteria funds, to the Board, the Commissioner of the Department of
16 Education, and Comptroller of the Treasury as soon as practical after June 30th.⁵

17 **AUTHORIZER REPORTING AND REVIEW**

18 By December 1st, the Board shall report to the Department of Education detailing the authorizer fees
19 collected in the previous school year and the authorizing obligations fulfilled using the fee.⁶ By
20 January 1st, the Board shall submit an annual authorizer report to the Department of Education and the
21 State Board of Education.⁷ The Director of Schools shall prepare the reports and provide the
22 information to the Board prior to submission.

Legal References

1. TCA 49-13-111(d); State Board of Education Policy 6.111
2. State Board of Education Policy 6.500
3. TCA 49-13-120(a), (b)
4. TCA 49-13-112(a), (f)
5. TCA 49-13-127
6. TCA 49-13-128(f)
7. TCA 49-13-120(c)

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Intervention	Descriptor Code: 1.904	Issued Date:
		Rescinds:	Issued:

1 *General*¹

2 The Board shall develop a clear plan for monitoring charter schools that shall be set forth in the charter
3 agreement. If the Board identifies a deficiency in charter school operations, the Director of
4 Schools/designee shall communicate the problem to the charter school. Any intervention shall be
5 proportionate to the identified problem and adhere to the provisions of the charter agreement.

6 **INTERVENTION**¹

7 The Director of Schools/designee shall give the charter school timely notice of any charter agreement
8 violations or performance deficiencies requiring intervention. Notices shall state the:

- 9 1. Deficiency;
10
11 2. Applicable regulatory, performance, or contractual provision(s) not achieved;
12
13 3. Expected remedy; and
14
15 4. Timeframe by which the Board expects the deficiency to be remedied or a corrective action
16 plan to be submitted.

17 The Director of Schools shall provide charter schools with reasonable time and opportunity to remedy
18 the deficiency or to submit a corrective action plan.

19 **REMEDIES**¹

20 Charter schools shall be responsible for notifying the Board:

- 21 1. When a deficiency has been remedied;
22
23 2. If the charter school requires an extension of time to remedy a deficiency; or
24
25 3. If the charter school requests a modification to its corrective action plan.

Legal References

1. State Board of Education Policy 6.111

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Charter School Renewal	Descriptor Code: 1.905	Issued Date:
		Rescinds:	Issued:

1 **CUMULATIVE PERFORMANCE REPORT**

2 Three (3) months prior to the date on which a charter school is required to submit a renewal
3 application, the Director of Schools/designee shall submit a performance report to the charter school.¹

4 **APPLICATION AND EVALUATION**

5 No later than April 1st of the year prior to the year in which the charter school agreement expires, the
6 governing body of a charter school shall submit a renewal application to the Board.¹

7 The Director of Schools/designee shall conduct a renewal evaluation site visit to each charter school
8 that submits a charter school renewal application.¹

9 The Board will make renewal decisions by February 1st in the year the charter school agreement
10 expires.

11 **RENEWAL CRITERIA**

12 The Board shall make its renewal decision based on the renewal application, annual progress reports,
13 and renewal performance report.

Legal References

1. TCA 49-13-120; State Board of Education Policy 6.111; TCA 49-13-121

Rutherford County Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Revocation	Descriptor Code: 1.906	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Board shall revoke a charter school agreement if the charter school:¹

- 3 1. Failed to meet or make significant progress towards the minimum performance requirements
4 set forth in the charter school agreement;
5
6 2. Committed a material violation of any of the conditions, standards, or procedures set forth in
7 the charter school agreement;
8
9 3. Failed to meet generally accepted standards of fiscal management; or
10
11 4. Performed any of the acts that are conditions for non-approval of charter schools under state
12 law.

13 **NOTICE**

14 The Director of Schools/designee shall notify the charter school of the Board's intent to revoke the
15 charter school agreement in writing at least thirty (30) days prior to the revocation.²

16 Within ten (10) days of the Board voting to renew, not renew, or revoke a charter school agreement,
17 the Director of Schools/designee shall report the Board's decision to the Department of Education. The
18 Director of Schools/designee shall also provide a copy of the Board's resolution setting forth the
19 decision and the reasons for the decisions.³

20 **REVOCAION DUE TO PRIORITY STATUS**

21 The Board may revoke a charter school agreement if the charter school is identified as a priority school
22 under state law. Revocation shall take effect immediately following the close of the school year in
23 which the charter school is identified as a priority school.⁴

24 The Board shall revoke a charter school agreement if the charter school is identified as a priority
25 school for two consecutive cycles (beginning in 2017). Revocation shall occur immediately after the
26 close of the school year in which the charter school is identified as a priority school for the second
27 consecutive cycle.

28 Revocation under this section is final and not subject to appeal. A charter school that is scheduled to
29 close due to priority status is entitled to a review by the Tennessee Department of Education to verify
30 the accuracy of the data used to identify the public charter school as a priority school.⁴

1 **PROCEDURES FOR CLOSURE**

- 2 The Director of Schools shall develop administrative procedures regarding charter school closures
3 prior to the Board denying renewal or revoking a charter school agreement.⁵

Legal References

1. TCA 49-13-122(b); State Board of Education Policy 6.111
2. TCA 49-13-122(c)
3. TCA 49-13-122(e)
4. TCA 49-13-122(a); State Board of Education Policy 6.110
5. TCA 49-13-130

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="text-align: center;">Home Schools</h2>	Descriptor Code: 6.202	Issued Date:
		Rescinds:	Issued:

1 *General*

2 A home school is a school conducted or directed by parent(s)/guardian(s) for their own children. Home
3 schools which teach grades K-12 where the parent(s)/guardian(s) are associated with an organization
4 that conducts church-related schools¹ are exempt from the following provisions but shall follow
5 procedures issued by the State Department of Education.

6 A parent/guardian wishing to conduct a home school shall meet the following requirements:²

- 7 1. Provide annual notice to the Director of Schools before the commencement of each school year of
8 the intent to conduct a home school;
- 9 2. Submit to the Director of Schools the name, number, age, grade level of children involved, location
10 of the school, curriculum to be offered, proposed hours of instruction, and qualifications of the
11 parent-teacher;
- 12 3. Maintain attendance records, subject to inspection by the Director of Schools;
- 13 4. Submit attendance records to the Director of Schools at the end of each school year;
- 14 5. Provide instruction for at least four (4) hours per day for the same number of instructional days as
15 are required by state law;³
- 16 6. Possess a high school diploma, GED, or HiSET;⁴
- 17 7. Cooperate in the administration to home school students of appropriate tests by the Commissioner
18 of Education/designee or by a professional testing service in grades five (5), seven (7), and nine (9);
- 19 8. Take actions according to state law if home school student falls behind appropriate grade level;
- 20 9. Submit proof to the Director of Schools that the home school student has been vaccinated as required
21 by state law;⁵
- 22 10. Submit proof to the Director of Schools that other health services and examinations as required by
23 state law have been received by the home school student; and
- 24 11. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject,
25 employ a tutor having the same qualifications as required of parent-teacher.

1 If one or more of these requirements are not met, the Board authorizes the Director of Schools to take
2 formal action to bring the child into compliance with the compulsory attendance law (until the child has
3 reached age seventeen (17), either in the home school or in a public, private, or church-related school).

4 **FACILITIES USE**

5 School facilities shall be available for home school instruction only when all of the following conditions
6 exist:

- 7 1. Special needs courses are being taught which require services unavailable to the home school
8 student;
- 9 2. These services cannot be provided through any means other than the schools;
- 10 3. Requests for services are made known by the home school parent when notice is given to the
11 Director of Schools of the intent to conduct a home school;
- 12 4. The Director of Schools investigates the request and makes recommendations to the Board;
- 13 5. No overcrowding, additional expenses, including providing transportation, or other special
14 situations which interfere with the normal operation of the school district shall be incurred; and
- 15 6. Approval by the Board shall be on a case-by-case basis.

16 **RECORD ACCEESS**

17 The Director of Schools, through the Attendance Supervisor, shall have the attendance records of the
18 home school inspected at least two (2) times each school year in order to provide assistance in
19 implementing the compulsory attendance law.

20 **STUDENT PERFORMANCE⁶**

21 The Director of Schools shall develop administrative procedures regarding necessary consultations
22 with home school parents in regard to student performance.

Legal References

1. TCA 49-50-801(a)
2. TCA 49-6-3050(b)
3. TCA 49-6-3004(a)
4. Public Acts of 2021, Chapter No. 493
5. TCA 49-6-5001
6. TCA 49-6-3050(b)(6)

Cross References

Compulsory Attendance Ages 6.201

**RUTHERFORD COUNTY COURSE OFFERINGS
2021- 2022 SCHOOL YEAR**

LANGUAGE ARTS/ WORLD LANGUAGES

English I
Honors English I
Advanced Honors English I
English II
Honors English II
Advanced Honors English II
English III
Honors English III
Advanced Honors English III
Advanced Placement English III- Language and Composition
English IV
Advanced Honors English IV
Advanced Placement English IV- Literature and Composition
AP Seminar
Honors Modern Literature
Tier II English Language Arts Intervention
Tier III English Language Arts Intervention
Journalism
Content Area Reading
Creative Writing
Speech
Honors Speech
Fairy and Folk Tales
Spanish I
Honors Spanish I
Spanish II
Honors Spanish II
Advanced Honors Spanish III
Advanced Honors Spanish IV
Advanced Placement Spanish IV
Advanced Honors Spanish III/ IV
Advanced Placement Spanish Language & Culture
Advanced Placement Spanish Literature & Culture
Latin I
Honors Latin I
Latin II
Honors Latin II
Advanced Honors Latin III
Advanced Honors Latin III/IV
Advanced Honors Latin IV
Advanced Placement Latin
French I
Honors French I
French II
Honors French II
Advanced Honors French III
Advanced Honors French III/ IV
Advanced Honors French IV
Advanced Placement French
German I
Honors German I
German II
Honors German II
Advanced Honors German III
Advanced Honors German III/ IV

Advanced Honors German IV
Advanced Placement German
Honors Chinese I
Honors Chinese II
Honors Chinese III
Advanced Chinese IV
AP Chinese Language and Culture
English As A Second Language

INTERNATIONAL BACCALAUREATE COURSES

English HL
French SL
Spanish SL
Mandarin SL
Latin SL
History SL
History of the Americas HL
Psychology HL or SL
Business Management SL
Biology HL or SL
Chemistry HL or SL
Computer Science SL
Environmental Systems and Societies SL
Math Applications SL
Math Analysis SL
Mathematics Applications HL
Mathematics SL
IB Art
IB Music
Visual Art HL or SL
Music SL
Music HL
Theatre HL or SL
Theory of Knowledge

CAMBRIDGE COURSES

English Language (A or AS Level)
English Literature (A or AS Level)
Biology I (A or AS Level)
Math I (A or AS Level)
Spanish I (A or AS Level)
World History (A or AS Level)

MATHEMATICS

Integrated Math I, II, and III
Honors Integrated Math I, II, and III
Advanced Honors Integrated Math I, II, and III
Tier III Mathematics Intervention
Integrated Math IA and IIA (Special Education)
Integrated Math IB and IIB (Special Education)
Integrated Mathematics I: Extended Scheduling Part 1
Integrated Mathematics II: Extended Scheduling Part 1
Integrated Mathematics III: Extended Scheduling Part 1
Bridge Mathematics
Honors Pre-Calculus
Advanced Honors Pre-Calculus
Honors Calculus

**RUTHERFORD COUNTY COURSE OFFERINGS
2021- 2022 SCHOOL YEAR**

Advanced Honors Calculus
Advanced Placement Calculus AB
Advanced Placement Calculus BC
Honors Statistics
Advanced Honors Statistics
Advanced Placement Statistics
Applied Mathematical Concepts
Honors Applied Mathematical Concepts
Advanced Honors Applied Mathematical Concepts

FINE ARTS

Art History
AP Art History
General Music
Guitar
Music Theory and Harmony
Honors Music Theory
AP Music Theory
Musical Theatre
Instrumental Music (Band/ Auxiliaries)
Orchestra
Instrumental Music (Class Piano)
AP Studio Art- Drawing Portfolio
AP Studio Art- 2D Design
Visual Art I, II, III, and IV
Vocal Music
Theatre Arts I, II, III, and IV
Dance I, II, III, and IV

HEALTH AND PHYSICAL EDUCATION

Lifetime Wellness
Physical Education I and II
Driver Training
JROTC I, II, III, IV, and IX

SOCIAL STUDIES

Honors Ancient History
AP European History
United States History and Geography
Honors United States History and Geography
Advanced Honors United States History and Geography
AP United State History
World History and Geography
Honors World History and Geography
Advanced Honors World History and Geography
AP World History
Bible
U.S. Government/ Civics
Honors U.S. Government/ Civics
Advanced Honors U.S. Government/ Civics
AP U.S. Government and Politics
AP Comparative Government
World Geography
Honors World Geography
AP World Geography
AP Human Geography
Economics
Honors Economics

Advanced Honors Economics
AP Macroeconomics/ Microeconomics
Sociology
Honors Sociology
Psychology
Honors Psychology
AP Psychology
Contemporary Issues
Honors Contemporary Issues
African American History
Success Skills through Service Learning
H Capstone Experience
Tennessee History

SCIENCE

Physical Science
Honors Physical Science
Biology I
Biology IA (Special Education)
Biology IB (special Education)
Honors Biology I
Advanced Honors Biology
Honors Biology II
Advanced Placement Biology
Chemistry I
Honors Chemistry I
Advanced Honors Chemistry I
Chemistry II
Honors Chemistry II
Advanced Placement Chemistry
Physics
Honors Physics
Advanced Placement Physics I
Advanced Placement Physics II
Advanced Placement Physics C Electricity & Magnetism
Advanced Placement Physics C Mechanics
Honors Human Anatomy & Physiology
Advanced Honors Human Anatomy & Physiology
Ecology
Honors Ecology
Environmental Science
Advanced Placement Environmental Science
Earth and Space Science
Honors Earth and Space Science
Honors Scientific Research

SPECIAL COURSES

Advanced Multivariable Calculus
American Heroines
Anthropology
Art History
AVID I, II, III, IV
Critical Thinking and Reasoning
Honors Critical Thinking and Reasoning
Dramatic Literature
Dystopian Literature
Etymology

**RUTHERFORD COUNTY COURSE OFFERINGS
2021- 2022 SCHOOL YEAR**

Film as Literature
Honors Film as Literature
Global Diplomacy
Introduction to Audio Production (CTE)
Audio Recording (CTE)
Event Audio (CTE)
Mythology
Honors Mythology
*Honors Organic Chemistry
Modern Physics
Positive Psychology
Shakespeare
Shakespeare II
African American History
Native American History
Strength and Conditioning I, II, III
Survey of Popular Culture
Music History
The U.S. Presidency
Visual Art IV
Writing Lab I and II
Focus on Adulthood (SpEd)
Film and TV Studies
Environmental Tech I
Environmental Tech II
Introduction to Self-Advocacy (SpEd)
Audio Production I
Audio Production II
Audio Production III
Audio Production IV
Introduction to Microbiology
Survey of Human Body Systems
Emerging Infectious Diseases
Programming Applications: Data Science
Neuroscience and Society
Advanced Honors Positive Psychology
Introduction to Linguistics
Advanced Studies of World War II
American Sports History
Advanced Studies of the Civil War
History of the Recording Industry
*Virtual Reality
*Lifeguard and Emergency Response
*History of Women in America

*Applications submitted Spring 2021

ACT

ACT Prep

COMPUTER PROGRAMMING

Honors Programming I
Honors Programming II
AP Computer Science
AP Computer Science Principles

SPECIAL EDUCATION

Work-Based Learning

BUSINESS MANAGEMENT & ADMINISTRATION

Accounting I
Advanced Computer Application
America Business Legal Systems
Honors America Business Legal Systems
Business Communications
Business Economics
Honors Business Economics
Business Management
Honors Business Management
Career Exploration
Computer Applications
Introduction to Business & Marketing
Business and Entrepreneurship Practicum
Virtual Enterprise International
Human Resource Management
Human Resources Management Practicum

AGRICULTURE, FOOD, & NATURAL RESOURCES

Agricultural Biosystems Engineering
Agricultural Business and Finance
Agricultural Power and Equipment
Agriscience
Honors Agriscience
Supervised Agricultural Experience
Applied Environmental Science
Greenhouse Management
Honors Greenhouse Management
Landscaping and Turf Science
Large Animal Science
Natural Resources Management
Plant and Soil Science
Organizational Leadership & Communications
Honors Organizational Leadership & Communications
Principles of Agribusiness
Principles of Agricultural Mechanics
Principles of Plant Science and Hydroculture
Small Animal Science
Veterinary Science
Honors Veterinary Science

ARCHITECTURE & CONSTRUCTION

Advanced Interior Design
Architectural and Engineering Design I
Architectural and Engineering Design II
Architectural and Engineering Design III
Commercial Interior Design
Construction Practicum
Electrical Systems
Foundations of Interior Design
Fundamentals of Construction
HVAC
MEP Systems

**RUTHERFORD COUNTY COURSE OFFERINGS
2021- 2022 SCHOOL YEAR**

Plumbing Systems
Residential and Commercial Construction I
Residential and Commercial Construction II
Residential Interior Design

HEALTH SCIENCE

Anatomy and Physiology
Honors Anatomy and Physiology
Clinical Internship
Honors Clinical Internship
Dental Science
Diagnostic Medicine
Emergency Medical Services
Emergency Medical Services Practicum
Exercise Science
Health Science Education
Honors Medical Therapeutics
Medical Terminology
Medical Therapeutics
Nursing Education
Pharmacological Science
Rehabilitation Careers

HOSPITALITY & TOURISM

Advertising & Public Relations
Honors Advertising & Public Relations
Culinary Arts I
Culinary Arts II
Culinary Arts III
Honors Culinary Arts III
Culinary Arts IV
Honors Culinary Arts IV
Event Planning and Management
Hospitality and Tourism Exploration
Hospitality Management
Hospitality Marketing

**ARTS, AUDIO/VISUAL TECHNOLOGY, &
COMMUNICATIONS**

Applied Arts Practicum
Audio Recording
Audio Visual Production I
Audio Visual Production II
Audio Visual Production III
Digital Arts and Design I
Honors Digital Arts and Design I
Digital Arts and Design II
Honors Digital Arts and Design II
Digital Arts and Design III
Honors Digital Arts and Design III
Event Audio
Introduction to Audio Production

EDUCATION TRAINING

Early Childhood Education Careers I
Early Childhood Education Careers II
Early Childhood Education Careers III

Early Childhood Education Careers IV
Fundamentals of Education
Teaching as a Profession I
Teaching as a Profession II
Teaching as a Profession III

FINANCE

Accounting I
Honors Accounting I
Accounting II
Honors Accounting II
Banking and finance
Financial Planning
Personal Finance
Honors Personal Finance
Introduction to Business and Marketing

HUMAN SERVICES

Cosmetology I
Honors Cosmetology I
Cosmetology II
Honors Cosmetology II
Cosmetology III
Honors Cosmetology III
Family studies
Human Services Practicum
Introduction to Human Studies
Lifespan Development
Nutrition Across the Lifespan
Nutrition Science & Diet Therapy

INFORMATION TECHNOLOGY

Cabling and Internetworking
Coding I
Coding II
Coding Practicum
AP Computer Science
Computer Systems
Honors computer Science
Computer Science Foundations
Honors Computer Science Foundation
Cybersecurity I
Cybersecurity II
IT Clinical Internship
Honors Introduction to GIS
Networking
Honors Networking
Cybersecurity Practicum

**LAW, PUBLIC SAFETY, CORRECTIONS, &
SECURITY**

Court Systems and Practices
Criminal Justice I
Criminal Justice II
Honors Criminal Justice II
Criminal Justice III
Honors Criminal Justice III

**RUTHERFORD COUNTY COURSE OFFERINGS
2021- 2022 SCHOOL YEAR**

Criminal Justice Practicum
Pre-Law I
Pre-Law II
Pre-Law III
Success Skills in Service Learning

MARKETING, DISTRIBUTION, & LOGISTICS

Advertising and Public Relations
Business and Entrepreneurship Practicum
Entrepreneurship
Honors Entrepreneurship
Entrepreneurship I
Entrepreneurship Foundations
Introduction to Business and Marketing
Marketing & Management I: Principles
Honors Marketing & Management I: Principles
Marketing & Management II: Advance Strategies
Honors Marketing & Management II: Advance Strategies
Retail Operations
Virtual Enterprises International ™
Honors Virtual Enterprises International ™
Foundations of Supply Chain Management
Supply Chain Management I
Supply chain Management II
Supply Chain Management Practicum

STEM

Engineering Design I
Engineering Design II
Engineering Practicum
Honors Mechatronics Industrial Technician (MIT I & MIT II)
Principles of Engineering and Technology
STEM I: Foundation
STEM II: Applications
STEM III: STEM in Context
STEM IV: STEM Practicum
AP Computer Science Principles Digital Electronics
Robotics & Automated Systems
BioStem I
BioStem II
BioStem III
BioStem Practicum

WORK-BASED LEARNING

Work- Based Learning: Career Practicum

TRANSPORTATION

Collision Repair: Damage Analysis Estimating & Customer Service
Collision Repair: Non-Structural
Collision Repair: painting & Refinishing
Introduction to Collision Repair
Honors Maintenance & Light Repair I
Honors Maintenance & Light Repair II
Honors Maintenance & Light Repair III
Honors Maintenance & Light Repair IV

Introduction to Aerospace
Aviation I: Principles of Flight
Aviation II: Advanced Flight

ADVANCED MANUFACTURING

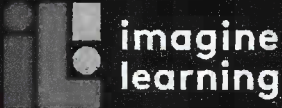
Digital Electronics
Mechatronics I
Mechatronics II
Principles of Manufacturing
Principles of Machining I
Principles of Machining II
Manufacturing Practicum

GOVERNMENT & PUBLIC ADMINISTRATION

JROTC I
JROTC II
JROTC III
JROTC IV
US Government & Civics
Success Skills in Service Learning

APPROVED OUT-OF-SCHOOL EXPERIENCES

Practical Politics and American Government, Duke University
Governor's School for Tennessee Heritage
Blair School of Music Youth Orchestra
Japanese Language Study through the Japanese Supplementary School
Dauphin Island
Student Conservation Association
Leadership Rutherford



Bill To
 Accounts Payable
 Rutherford County Board of Education
 2240 Southpark Drive
 Murfreesboro TN 37128

Ship To
 LaVergne Lake Elementary
 210 Davids Way
 La Vergne TN 37086

199951
Date 5/11/2021
Valid Until 8/31/2021
Partnership Manager Yvonne Parrish

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

Quantity	Item	Unit Price	Amount
200	Imagine Language & Literacy Annual Student License	\$150.00	\$30,000.00
1	Standard Success Level - Onboarding: initial "partnering for success" conference call and proactive monitoring - Professional Learning: just-in-time professional development (PD now), professional learning webinar series, and Imagine Learning University - Ongoing Success: Teacher Care, usage monitoring by a dedicated Customer Success Manager, Success Plan and Student Achievement Review at end of year	\$0.00	\$0.00
	Subtotal		\$30,000.00
	Discount		(\$4,500.00)

Include the quote number (#199951) and Accounts Payable email on all Purchase Orders. Please fax, email or mail to:

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

Subtotal \$25,500.00
Tax Total \$0.00
Total \$25,500.00

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced. For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: privacy@imaginelearning.com.



7007 Winchester Circle, Boulder, CO 80301

Ref. Code:
Email:
Issued:
Expires:

3BWW-6WEH
halfordl@rcschools.net
Friday, May 28, 2021 9:21 AM
Tuesday, July 27, 2021 9:21 AM

Purchase Orders and Tax Exemption forms should be uploaded to <https://quotes.smartmusic.com/find>. This will ensure the fastest platform activation time. You will need your email address and Reference Code listed below.
halfordl@rcschools.net
3BWW-6WEH

Bill To:
Rutherford Co School District
2240 Southpark Dr
Murfreesboro, TN, US 37128

Ship To:
Rutherford Co School District
2240 Southpark Dr
Murfreesboro, TN, US 37128

If you're paying with a credit card, call 866-240-4041 (US) or 952-937-9611 (INT) and have your reference code handy. Tax will be applied to the final price, if applicable.

Qty	Item	Description	Unit Price	Total
45	Full Access Teacher Subscription	A Full Access Teacher subscription for SmartMusic Web	\$39.99	\$1,799.55
2600	Performer Subscription with Bulk Discount	A Performer subscription for SmartMusic Web with bulk discount	\$13.99	\$36,374.00

Sales Contact:
866-240-4041
sales@makemusic.com

Subtotal (USD): \$38,173.55
Tax (USD): \$0.00
Amount Due (USD): \$38,173.55

June 4, 2020



Contact: Buz Watson
Buz@QuaverEd.com

To: Lindsay Halford, Rutherford County Schools

**PROPOSAL: Quaver's Tennessee Music Curriculum, K-5
1-Year License**

Item	Qty	Unit Cost	Amount
Quaver's Tennessee Music Curriculum, K-5	26	\$1,560.00	\$40,560.00
TOTAL COST			\$40,560.00
• On-Demand Video Training Courses- Available 24/7			Included

Includes all the following elements:

- Customizable Lesson Plans
- Lesson Plan Presenter
- Teacher GradeBook
- Auto-Graded Assessments
- ClassPlay
- Bach's Brain
- World Music
- Unlimited Student Accounts
- Online Quaver Classrooms
- Quaver Unplugged Content
- Virtual Training Program

Each license will receive free quarterly upgrades.

Proposal valid for 90 days. Please keep QuaverMusic.com informed of the process for approval. We would love for you to have this new high-energy & 21st century technology driven general music resource in your school!

QuaverEd.com
65 Music Square West
Nashville, TN 37203
Buz Watson, Director of Sales



Rutherford County School District

Quote created on May 28, 2021 - Reference: 20210528-163902644

For Rutherford County Schools - Lindsay Halford [Show details](#)

Comments

License Term: October 1, 2021- September 30, 2022

Cindy Tolliver - School Success Manager at The Art of Education University



Products & Services

Curriculum Suite | One Year Subscription - 2021 Renewal

66 x \$699.00

PRO Learning | Personalized professional learning platform with on-demand access to instructional resources exclusively for art educators. Includes product training and implementation support.

for 1 year

FLEX Curriculum | Customizable curriculum platform with on-demand access to lesson plans and instructional resources exclusively for art education. Includes product training and implementation support.

One-time subtotal \$46,134.00

Total **\$46,134.00**

This quote expires on September 30, 2021.

Purchase Terms

AOEU Terms and Conditions

Payment terms are 30 days from invoice date.

To move forward with this purchase for your art teachers:

- Click the "Sign" button on your quote to accept the terms
- Email me a copy of your purchase order

Signature

Signature

Date

Printed name

Questions? Contact me



Cindy Tolliver

School Success Manager

cindyolliver@theartofeducation.edu

+1 (641) 351-7148

[Download quote](#)

[Print quote](#)



The Art of Education University

518 Main Street, Suite A

Osage, IA 50461

US

Theatrefolk Ltd.
228 Park Ave S #32457
New York NY 10003-1502
USA



Quote #DDQ-347
Jul 06, 2021
Billing Inquiries: billing@theatrefolk.com

LINDSAY HALFORD
RUTHERFORD COUNTY SCHOOLS
2240 SOUTHPARK DR.
MURFREESBORO TN 37128

Terms: Unknown **Purchase Order Number:** ---

Qty	Description	Price	Total
17	Drama Teacher Academy - DTA Membership Fee - One Year	\$444.00	\$7,548.00
	Discount - Discount - 5%		-\$377.40
	Shipping and Handling		\$0.00
	Grand Total		US\$7,170.60

Order by Email, Fax, or Mail with a Purchase Order

Please ensure that the Purchase Order references Quote DDQ-347.

- **Email** the Purchase Order to orders@theatrefolk.com
- Or **Fax** the Purchase Order to **1-877-245-9138**
- Or **Mail** the Purchase Order to the address at the top left of this order.

I don't have a Purchase Order but will be paying with a Credit Card

Send an email to help@dramateacheracademy.com. Please reference Quote DDQ-347. We will generate a payment link for you and activate the account(s) shortly after the payment is completed.

Do you need Theatrefolk's W-9? If so, it may be downloaded at theatrefolk.com/tax

Return / Refund Policy

Books, PDFs, DVDs, and Script Distribution Licenses: All Book, PDF, DVD, and Script Distribution License sales are final.

Performance Royalties: In the event that a production is cancelled, we offer store credit for the value of the Performance Licence and/or Videorecording License as long as we're notified a **minimum of 24 hours** before the performance date we have been given. We cannot offer credit once this date has passed.

Competition Advice: If you're participating in a competition where it's uncertain how many times you'll be performing the play we recommend ordering performance royalties for the number of performances you **know** you will be giving. If you advance in the competition, it's a simple process to order additional performance royalties.

INVOICE



a cambium company

Lexia Learning Systems LLC

300 Baker Avenue, Suite 320

Concord, MA 01742 USA

Phone: (978) 405-6200

Fax: (978) 287-0062

Quote #: Q-428701-2
Created Date: 4/23/2021 2:05 PM

Prepared By: Julie Williams
Email: julie.williams@lexialearning.com

Quote To:
Linda Dohnal
Rutherford Co School District
ATTN: Accounts Payable
2240 Southpark Drive
Murfreesboro, TN 37128 US

Bill To:
Linda Dohnal
Rutherford Co School District
ATTN: Accounts Payable
2240 Southpark Drive
Murfreesboro, TN 37128 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2021	6/30/2022	1,600	Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal	\$30.00	\$48,000.00
7/1/2021	6/30/2022	1	Lexia District Success Partnership	\$9,900.00	\$9,900.00

Total Price \$57,900.00

Fax or email Purchase Orders with quote number Q-428701-2 to the following:

Attn: Julie Williams
Email: julie.williams@lexialearning.com
Fax: (978) 287-0062

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

TERMS AND CONDITIONS

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

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

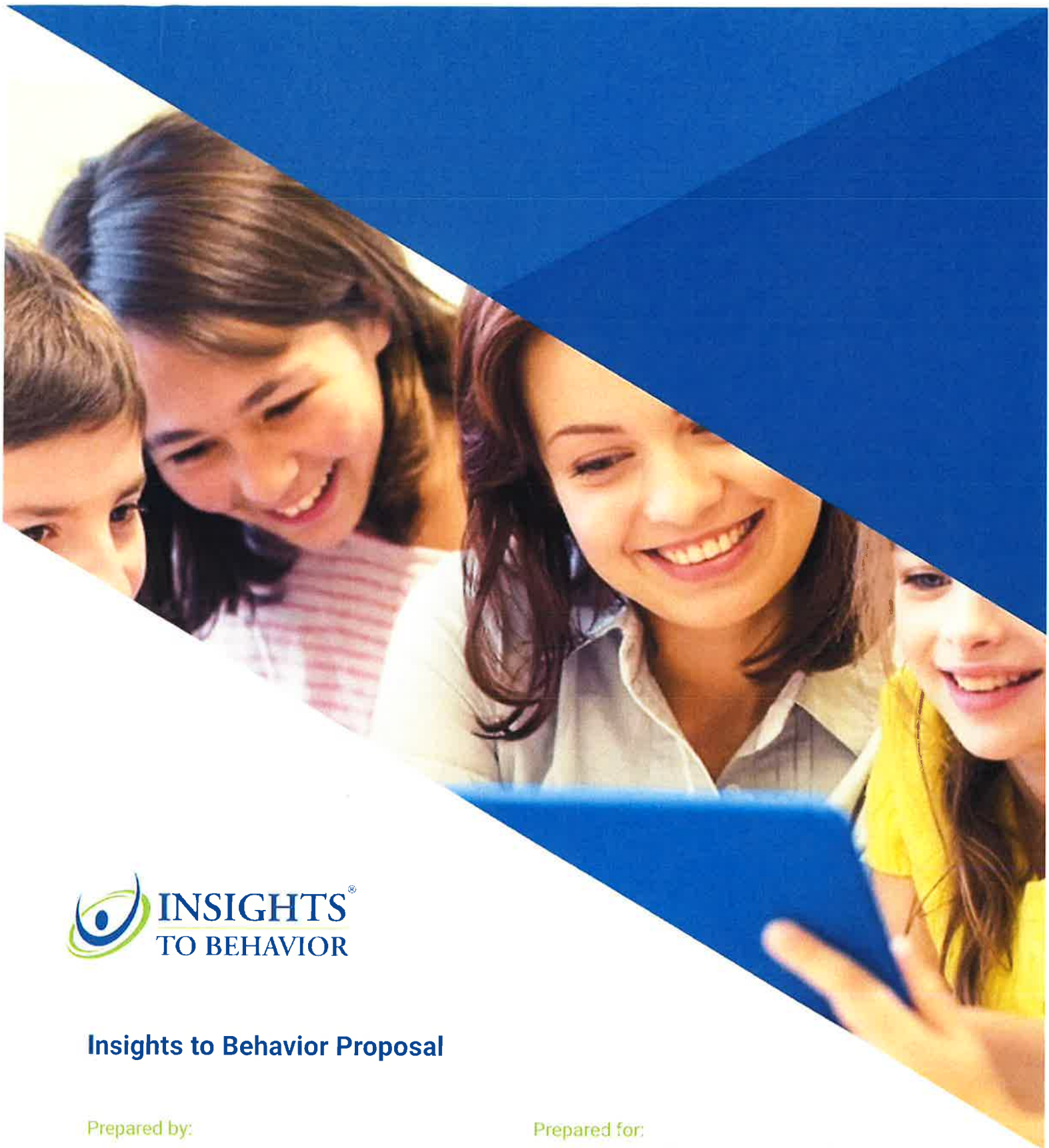
ORDER PROCESS

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

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

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <http://www.lexialearning.com/download> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.



Insights to Behavior Proposal

Prepared by:
Kenton Levings

kenton@insightstobehavior.com

Prepared for:
RUTHERFORD COUNTY SCHOOL DISTRICT
LindaDohnal
Special Education Director
dohnall@rcschools.net

Briton Education dba Insights To Behavior

LICENSE AND SERVICE AGREEMENT

This License and Services Agreement is made on **05 / 07 / 2021** and entered between, **Briton Education LLC** an Oklahoma based company ("ITB") with principal offices at 6620 Acorn Dr, Oklahoma City, OK 73151 and RUTHERFORD COUNTY SCHOOL DISTRICT with principal office at 2240 SOUTHPARK DR, MURFREESBORO, TN 37128.

Licensee Information		Licensee Main Contact Information	
Entity Name:	RUTHERFORD COUNTY SCHOOL DISTRICT	Contact Name(s):	LindaDohnal
Address:	2240 SOUTHPARK DR MURFREESBORO TN 37128	Contact Role:	Special Education Director
Account Phone:	(615)893-5812	Phone(s):	(615)893-5812
Account Website:	rcs.k12.tn.us	Contact Email:	dohnall@rcschools.net

ANNUAL LICENSE SUBSCRIPTION INFORMATION

Agreement Start Date: Jul 01, 2021

Agreement End Date: Jun 30, 2022

Name	Price	QTY	Subtotal
Insights to Behavior - DW Insights to Behavior - Districtwide include access to behavior plans, training workshops and teacher resources for everyone.	\$90,000.00	1	\$90,000.00
Onsite Training Onsite Training	\$2,500.00	4	\$10,000.00
Web Training 3 hr web training	\$500.00	4	\$2,000.00
		Subtotal	\$102,000.00
		Discount	-\$4,500.00
		Total	\$97,500.00

Any Special Terms: The discount represents 9 unused web trainings purchased previously

Due Date: Upon Receipt

Agreement Terms:

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

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

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

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

Licensee/Customer

Name (Print): _____

Title (Print): _____

Date of Signing: _____

Signature: _____

LICENSE GRANT

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

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

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

Purchase Order Details

Briton Education dba Insights to Behavior

6620 Acorn Dr

Oklahoma City, OK 73151

email: accounting@insightstobehavior.com or your sales person

Fax 800-507-2881

Key Conacts

COMPANY INFORMATION

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

INVOICING

Contact name for invoicing
Email for invoicing
Phone for invoicing

IMPLEMENTATION POINT PERSON

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

**CONTRACT BETWEEN
RUTHERFORD COUNTY SCHOOLS
AND
SPECIAL KIDS, INC.
FOR
SPEECH AND LANGUAGE, OCCUPATIONAL THERAPY, AND PHYSICAL
THERAPY SERVICES
FOR
2021-2022 SCHOOL YEAR**

This contract is entered into on this ____ day of _____, 2021, by and between RUTHERFORD COUNTY SCHOOLS (“RCS”), a municipal school system of the State of Tennessee and SPECIAL KIDS, INC., a not-for-profit corporation of the State of Tennessee (“Contractor”).

1. Duties and Responsibilities of Contractor. Contractor agrees to provide speech and language therapy services, occupational therapy service, nursing services, and/or physical therapy service to identified students who qualify for such service as RCS students. Such duties consist of, but are not limited to, the following:
 - a. Contractor shall provide direct and/or consultative services to identified and eligible students; correspond with parents; maintain required documentation; prepare progress therapy and student progress;
 - b. Contractor shall not exceed ten (10) hours per week in providing such services without prior approval of the RCS Assigned Representative;
 - c. If special materials are required for a child to meet the child’s IEP goals regarding speech and language services, Contractor shall submit a list of such materials needed to the RCS Assigned representative;
 - d. Contractor shall assist with intervention strategies to streamline student needs; and
 - e. Contractor shall provide therapy service while each respective student’s school is in session. If Contractor is unable to provide services on a given day, the RCS Assigned Representative shall be notified in advance.
2. Duties and Responsibilities of RCS. RCS shall determine the children who are in need of services and provide a listing of such children to the Contractor as soon as possible after the beginning of the school year, or immediately upon eligibility determination, whichever comes first.
3. Term. This Contract shall not be effective until approved by the Director of Schools (and Board of Education, if necessary) and signed by all required parties. **The Contract will expire June 30, 2022.**
4. Payment to Contractor. RCS shall pay the contractor the rate of \$80.00 per hour for therapy services, including speech-language therapy, physical therapy, or

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

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

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

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

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

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

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

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

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

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

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

RUTHERFORD COUNTY SCHOOLS

SPECIAL KIDS, INC.

Bill Spurlock, Director of schools
Director

Chris Truelove, Executive

RUTHERFORD COUNTY SCHOOLS

Mr. Coy Young, Chairman of the Board

APPROVED AS TO FORM:

Staff Attorney

Bid #3534 - Rockvale Elementary Annex Addition and Renovations

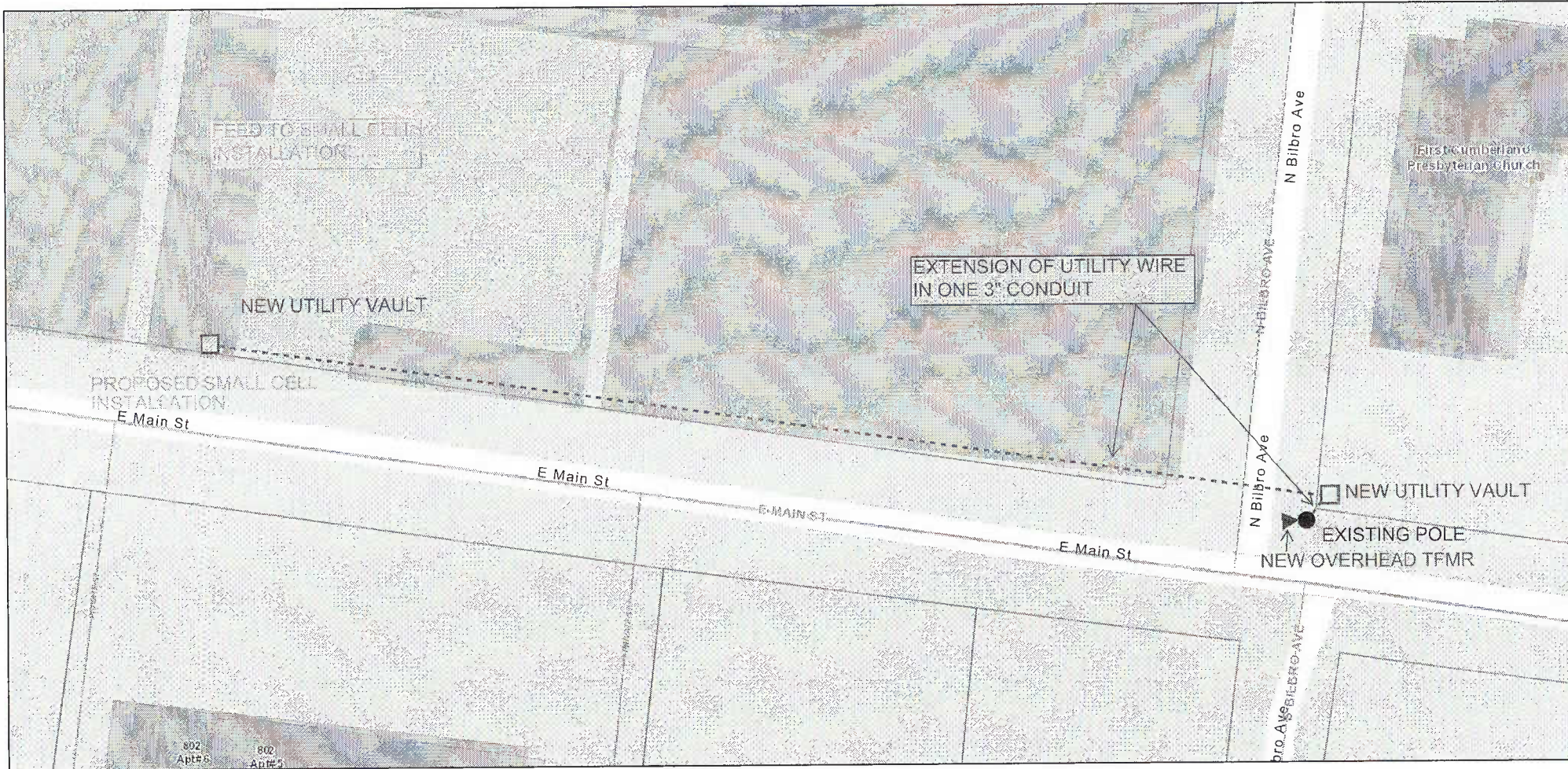
BID TAB - ROCKVALE ELEMENTARY SCHOOL ANNEX ADDITIONS & RENOVATIONS - Bid #3534 - JUNE 17, 2021								
General Contractor	Boger Construction	Boyce Ballard Construction	Fellowship Construction	R.G. Anderson Company	Robert S. Biscan & Co.	Romach, Inc.	Sain Construction	W.E. O'Neil
BASE BID	\$ 9,765,000.00	\$ 9,614,000.00	\$10,200,000.00	\$ 9,407,000.00	\$ 9,177,000.00	\$ 9,894,000.00	\$ 9,579,000.00	\$10,075,000.00
Alternate #1A: Existing Corridor Areas	\$ 169,000.00	\$ 156,000.00	\$ 170,000.00	\$ 160,000.00	\$ 165,578.00	\$ 188,500.00	\$ 157,000.00	\$ 177,700.00
Alternate #1B: Existing Gymnasium	\$ 24,500.00	\$ 7,600.00	\$ 14,000.00	\$ 8,500.00	\$ 14,659.00	\$ 7,400.00	\$ 15,000.00	\$ 8,600.00
Alternate #1C: Existing Restroom	\$ 55,950.00	\$ 53,000.00	\$ 38,000.00	\$ 56,000.00	\$ 32,283.00	\$ 66,400.00	\$ 72,000.00	\$ 56,200.00
Alternate #1D: Existing Admin Area	\$ 29,250.00	\$ 24,500.00	\$ 27,000.00	\$ 25,000.00	\$ 24,776.00	\$ 28,500.00	\$ 52,000.00	\$ 27,100.00
Alternate #1E: Existing Library Area	\$ 31,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,000.00	\$ 15,883.00	\$ 24,400.00	\$ 38,200.00	\$ 18,000.00
Alternate #1F: Existing Cafeteria	\$ 51,500.00	\$ 45,000.00	\$ 49,000.00	\$ 47,000.00	\$ 51,238.00	\$ 51,500.00	\$ 53,400.00	\$ 56,300.00
Alternate #1G: Existing Kitchen	\$ 78,200.00	\$ 74,000.00	\$ 40,000.00	\$ 52,000.00	\$ 28,951.00	\$ 61,500.00	\$ 60,300.00	\$ 53,700.00
	\$10,204,400.00	\$ 9,994,100.00	\$10,558,000.00	\$ 9,774,500.00	\$ 9,510,368.00	\$10,322,200.00	\$10,026,900.00	\$10,472,600.00

Bid #3535 - Rockvale Middle Additions

General Contractor	Boyce Ballard	Fellowship Construction	Lee Adcock Construction	Orion Building	R.G. Anderson Company	Robert S. Biscan Construction	Romach Construction	Wright Construction Services
BASE BID	\$ 7,580,000.00	\$ 7,645,140.00	\$ 8,034,000.00	\$ 7,812,300.00	\$ 7,144,000.00	\$ 7,087,000.00	\$ 7,405,000.00	\$ 8,011,000.00
Alternate #1: Part "C" Classroom Wing	\$ (342,000.00)	\$ (288,646.00)	\$ (387,000.00)	\$ (832,500.00)	\$ (328,000.00)	\$ (340,000.00)	\$ (396,000.00)	\$ (336,000.00)
	\$ 7,238,000.00	\$ 7,356,494.00	\$ 7,647,000.00	\$ 6,979,800.00	\$ 6,816,000.00	\$ 6,747,000.00	\$ 7,009,000.00	\$ 7,675,000.00

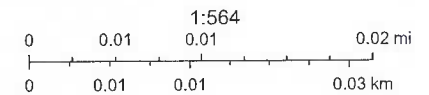
BID TAB - SMYRNA MIDDLE SCHOOL RENOVATIONS - Bid #3536 - JULY 15, 2021							
	Beech Construction	Boyce Ballard	Fellowship Construction	Orion Building	Romach Construction	Sain Construction	Wright Construction Services
BASE BID	\$ 4,287,489.75	\$ 4,070,000.00	\$ 3,701,017.00	\$ 3,883,500.00	\$ 4,116,000.00	\$ 3,989,000.00	\$ 3,652,000.00
Alternate #1: Remove Existing Front Canopy in it entirety	\$ 108,724.49	\$ 57,000.00	\$ 87,169.00	\$ 54,275.00	\$ 48,700.00	\$ 49,800.00	\$ 62,000.00
Alternate #2: Remove Existing Back Canopy in it entirety	\$ 119,570.85	\$ 67,000.00	\$ 111,696.00	\$ 74,350.00	\$ 62,300.00	\$ 63,500.00	\$ 81,000.00
Alternate #3: Paint Inside & Exterior of all Existing Lockers that are to remain	\$ 17,000.00	\$ 17,000.00	\$ 6,519.00	\$ 16,950.00	\$ 18,800.00	\$ 21,500.00	\$ 15,000.00
	\$ 4,532,785.09	\$ 4,211,000.00	\$ 3,906,401.00	\$ 4,029,075.00	\$ 4,245,800.00	\$ 4,123,800.00	\$ 3,810,000.00

Murfreesboro GIS



2/11/2021, 10:10:56 AM

- | | | | | |
|----------------------------------|--|---|----------------------------|----------------|
| PARCELS | Building General | Health and Medical | Water Supply and Treatment | Highway |
| Addresses | Commercial and Retail | Industry | Weather | Interstate |
| Stream Lines | Education | Information and Communication | PARKS | Local |
| Facility Sites | Emergency Response and Law Enforcement | Mail and Shipping | Private | Major Arterial |
| Agriculture, Food, and Livestock | Energy | Public Attractions and Landmark Buildings | Street Centerline | Minor Arterial |
| Banking and Finance | Government and Military | Transportation Facilities | Collector | Other |



Esri Community Maps Contributors, Tennessee STS GIS, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Service Location # _____ Meter Set SO# _____ WO # 15738388

RIGHT OF WAY EASEMENT

Development Blanket Easement YES NO Name of Development _____

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more)

and/by _____

Print Name _____ Print Name _____
(unmarried) (husband and wife) or (Print Business Name) _____ (business entity) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Middle Tennessee Electric Membership Corporation, a cooperative corporation hereinafter "Cooperative", whose address is Murfreesboro, Tennessee, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of _____ State of Tennessee, at
(911 address) 701 E MAIN ST MURFREESBORO TN 37130
house # Street/road name City State Zip

further described in County Tax Assessor's Tax Maps as

County Code 075 Map 091M Group B Parcel 02000

which property may be further referenced as property of record in Deed Book _____, Page _____, of the Register's Office of the above named county and may be further described according to Exhibit "1" attached hereto and incorporated herein by reference as if set forth herein at length verbatim, if attached, to install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system and/or any other service permitted by law, on or under the above described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 20 feet of the center line (a total of 40') of said line or system, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by MTEMC (except those trees that appear on the MTEMC approved standard planting guide) which approval may be withheld by MTEMC in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system; to prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or transformer; to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, other utility or commercial purposes, or for any other service permitted by law. The undersigned hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Cooperative's use of this Right of Way Easement as described herein.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

With respect to the planting or maintenance of any trees, shrubbery or other vegetation within twenty feet (20') of the centerline (a total of 40') of said line or system, the undersigned must secure in advance the written approval of the cooperative which approval may be withheld by MTEMC in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system.

If any portion of the lines or system is placed underground, the right-of-way herein granted includes the right to install and maintain guy additions to overhead lines onto property of the undersigned.

The undersigned covenant that they are the owners of the above-described property.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 20 _____.

(Print Name) _____ (Legal Signature) _____

(Print Name) _____ (Legal Signature) _____

OR

(Print Business Name) _____

(Authorized Representative Print Name & Title) _____ (Legal Signature) _____

Bid #3545
HVAC and Electrical Upgrades
(Central Magnet School)

Description	FourSeasons, Inc.
HVAC and Electrical Upgrade Base Bid	\$ 895,000.00

Mailed to 44 vendors
43 vendors did not respond

Recommend: Motion to award to Four Seasons Inc. for the overall lowest and best bid.

To be funded through Capital Projects and Federal Programs.

REGIONAL MAP		
LOCATION MAP		
SCOPE OF WORK		
<p>CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, TOOLS, TRANSPORTATION ETC. TO FULLY EXECUTE WORK. WORK REQUIREMENTS DETAILED ON DRAWINGS AND SPECIFICATIONS AND SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS:</p> <p>NEW AT&T TELECOMMUNICATIONS SMALL CELL SITE.</p> <p>THIS PROJECT CONSISTS OF THE FOLLOWING:</p> <p>THE SCOPE OF THIS PROJECT IS TO INSTALL A METAL POLE AND ASSOCIATED ELECTRICAL COMPONENTS AND MOUNTING BRACKETS AS REQUIRED</p> <ul style="list-style-type: none"> INSTALL (1) NEW 25'-30" METAL POLE INSTALL (1) CONCEALMENT SHROUD INSTALL (1) OMNI ANTENNA INSTALL (3) REMOTE RADIO HEADS 		
DEPARTMENT	NAME/SIGNATURE	DATE
CARRIER		
CONSTRUCTION MANAGER		
CONSULTANT		
CONSTRUCTION MANAGER		
SITE ACQUISITION		
PROPERTY OWNER		
CONTRACTOR		

POLYGON NAME:
CRAN_RTNC_MRF01_019

STRUCTURE NUMBER
019

STRUCTURE TYPE:
NEW SILVER METAL POLE


ADDRESS:
703 EAST MAIN STREET
MURFREESBORO, TN 37130

PREPARED FOR:



AT&T

PROJECT MANAGER



Network Solutions

PREPARED BY:





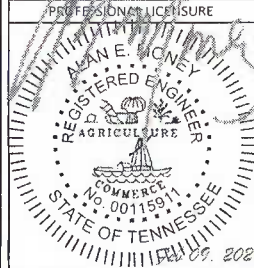
PROJECT INFORMATION	
STRUCTURE TYPE:	NEW SILVER METAL POLE
LATITUDE (NAD83):	N 35° 50' 40.4232" (35.8445618721)
LONGITUDE (NAD83):	W -86° 22' 40.4688" (-86.3779082336)
ELEVATION:	191' AMSL
STRUCTURE HEIGHT:	36'-2" AGL
AREA OF CONSTRUCTION:	AGLW.
OCCUPANCY TYPE:	U
A.D.A. COMPLIANCE:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
STRUCTURE OWNER:	TBD
OWNER SITE NUMBER:	C
APN #:	091M-B-020-00-000
COUNTY:	RUTHERFORD
APPLICANT:	AT&T WIRELESS
PROJECT MANAGER:	KEVIN YOUNGBLOOD KEVIN.YOUNGBLOOD@MASTEC.COM
A&E FIRM CONTACT:	JON BOUILLIER JBOUTILIER@TELCYTE.COM
	MASTEC NETWORK SOLUTIONS 1975 JOE B. JACKSON PKWY. MURFREESBORO, TN 37127
	TELCYTE INFRASTRUCTURE SERVICES 2227 W. PECOS ROAD - SUITE 4 CHANDLER, AZ 85224

CODES COMPLIANCE	
2018 INTERNATIONAL BUILDING CODE	
2018 INTERNATIONAL ENERGY CONSERVATION CODE	
2017 NATIONAL ELECTRICAL CODE	
2018 INTERNATIONAL FIRE CODE	
2018 INTERNATIONAL MECHANICAL CODE	
2018 INTERNATIONAL PLUMBING CODE	
2018 INTERNATIONAL FUEL GAS CODE	
ALL WORK SHALL COMPLY WITH APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION (AHJ). THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN.	
IN THE EVENT OF CONFLICT BETWEEN LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.	

INDEX OF SHEETS	
SHEET #'s	SHEET TITLES
T-1	TITLE SHEET & PROJECT INFORMATION
GN-1	GENERAL NOTES I
GN-2	GENERAL NOTES II
A-1	PHOTO SIMULATIONS AND SITE PLANS
A-2	SITE ELEVATIONS & DETAILS
D-1	EQUIPMENT SPECIFICATIONS



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811
 OR 1-800-351-1111
 HTTP://WWW.TENN811.COM

PREPARED FOR:		
		
PREPARED BY:		
		
2227 W. PECOS RD, SUITE 4 CHANDLER, AZ 85224		
PROFESSIONAL LICENSURE		
		
PROJECT INFORMATION		
DRAWN BY: TS	CHECKED BY: AR	
ORIGINAL SUBMITAL:	2/9/2021	
STRUCTURE OWNER:	AT&T	
POLYGON NAME:	CRAN_RTNC_MRF01_019	
STRUCTURE NUMBER:	019	
LATITUDE:	N 35° 50' 40.4232" (35.8445620)	
LONGITUDE:	W -86° 22' 40.4688" (-86.3779082336)	
ADDRESS:	703 EAST MAIN STREET MURFREESBORO, TN 37130	
TELCYTE JOB#:	186285	
PAGE:	T-1	
TITLE SHEET & PROJECT INFORMATION		
REVISIONS		
REV.	DATE	DESCRIPTION
A	5/15/19	PRELIMINARY CONSTRUCTION
D	8/13/19	POD FOR SUBMITAL
1	9/30/20	CLIENT COMMENTS
2	2/09/21	CLIENT REVISIONS
THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE GROUND STRUCTURES, AND/OR EXISTING UTILITIES BELIEVED TO BE IN THE WORKING AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UTILITIES, PIPELINES, AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AND ENGINEER AT THE CONTRACTORS EXPENSE.		

GENERAL NOTES	
1. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND AT&T PROJECT SPECIFICATIONS.	
2. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.	
3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.	
4. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.	
5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.	
6. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.	
7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.	
8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.	
9. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFIRM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.	
10. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.	
11. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.	
12. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.	
13. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.	
14. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.	
15. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.	


GENERAL NOTES	
16. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.	
17. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.	
18. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.	
19. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.	
20. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OT 2-A:10-B:C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.	
21. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.	
22. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.	
23. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.	
24. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.	
25. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.	
26. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.	
27. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.	
28. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.	
29. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.	
30. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.	
31. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).	
32. STRUCTURE IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.	
33. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.	

GENERAL NOTES	
34. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISION AT&T MOBILITY GROUNDING STANDARD "TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES" AND "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.	
35. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.	
36. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.	
37. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.	
38. ALL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.	
39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.	


ANTENNA MOUNTING	
40. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TA-222 OR APPLICABLE LOCAL CODES.	
41. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.	
42. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.	
43. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.	
44. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.	
45. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.	
46. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5% AS DEFINED BY THE RFDS. ANTENNA DOWNTILTS SHALL BE WITHIN +/- 0.5% AS DEFINED BY THE RFDS. REFER TO ND-00246.	

TORQUE REQUIREMENTS	
47. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.	
48. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION. <ul style="list-style-type: none"> A. RF CONNECTION BOTH SIDES OF THE CONNECTOR. B. GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL. 	
49. ALL 8M ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM).	
50. ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 NM).	
51. ALL GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.	
52. ALL DIN TYPE CONNECTIONS SHALL BE TIGHTENED TO 18-22 LB-FT (24.4-29.8 NM).	
53. ALL N TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7-2.3 NM).	

PREPARED FOR:

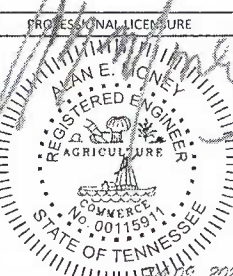


PREPARED BY:



2227 W. PECOS RD, SUITE 4
CHANDLER, AZ 85224

PROFESSIONAL LICENSURE



PROJECT INFORMATION

DRAWN BY:	TS	CHECKED BY:	AR
ORIGINAL SUBMITAL:	2/9/2021		
STRUCTURE OWNER:	AT&T		
POLYGON NAME:	CRAN_RTNK_MRF01_019	STRUCTURE NUMBER:	019
LATITUDE:	N 35° 50' 40.4232" (35.8445620°)		
LONGITUDE:	W -86° 22' 40.4688" (86.3779082336°)		
ADDRESS:	703 EAST MAIN STREET MURFREESBORO, TN 37130		
TELCYTE JOB#:	186285	PAGE:	GN-1

TITLE: GENERAL NOTES I

REVISIONS		
REV.	DATE	DESCRIPTION
A	5/15/19	PRELIMINARY CONSTRUCTION
0	6/13/19	FOU FOR SUBMITAL
1	9/30/20	CLIENT COMMENTS
2	2/09/21	CLIENT REVISIONS

THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE GROUND STRUCTURES, AND/OR EXISTING UTILITIES BELIEVED TO BE IN THE WORKING AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UTILITIES, PIPELINES, AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AND ENGINEER AT THE CONTRACTORS EXPENSE.

COAXIAL CABLE NOTES
54. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
55. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
56. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" ND-00027 LATEST VERSION.
57. COAXIAL CABLE NOTES
58. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
59. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
60. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" ND-00027 LATEST VERSION.
61. ALL JUMPERS TO THE ANTENNAS SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".
62. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.
63. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
64. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDANCE WITH AT&T STANDARDS.


GENERAL CABLE AND EQUIPMENT NOTES

65. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMAS, DIPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.
66. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
67. CONTRACTOR SHALL REFERENCE THE STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
68. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS, USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE-HALF TAPE WIDTH OVERLAP ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING. BUTYL BLEEDING IS NOT ALLOWED.
69. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX, A. TEMPERATURE SHALL BE ABOVE 50° F. TEMPERATURE SHALL BE ABOVE 50° F.B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD. C. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED. D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.
70. ALL PROPOSED GROUND BAR DOWNLOADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLOADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.
71. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.


FIBER & POWER CABLE MOUNTING
72. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY. WHEN INSTALLING FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN INTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 600 VOLT CABLES AND THE INTER DUCT IN ORDER TO SEGREGATE CABLE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (60) SIXTY FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.
73. THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET. AN EXCEPTION; WHERE TYPE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO MAKE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES, A DISTANCE (6) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NFPA 70 (NEC) ARTICLES 336 AND 392 RULES SHALL APPLY.
74. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.

ROW CONSTRUCTION NOTE STANDALONE
75. NO BOLT THREADS TO PROTRUDE MORE THAN 1-1/2" [.038M].
76. 90 SHORT SWEEPS UNDER ANTENNA ARM. ALL CABLES MUST ONLY TRANSITION ON THE INSIDE OR BOTTOM OF ARMS (NO CABLE ON TOP OF ARMS).
77. USE 90 CONNECTOR AT CABLE CONNECTION TO ANTENNAS.
78. PLACE GPS ON ARM WITH SOUTHERN SKY EXPOSURE AT MINIMUM 6' [1.83] FROM TRANSMIT ANTENNA, WHICH IS 24' [.61M] AWAY FROM CENTER OF POLE.
79. USE 1/2" [.013M] CABLE ON ANTENNAS UNLESS OTHERWISE SPECIFIED.
80. FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.

PREPARED FOR:

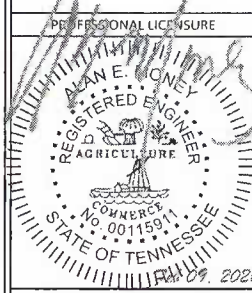


PREPARED BY:



2227 W PECOS RD, SUITE 4
CHANDLER, AZ 85224

PROFESSIONAL LICENSURE



PROJECT INFORMATION

DRAWN BY: TS	CHECKED BY: AR
ORIGINAL SUBMITTAL:	2/9/2021
STRUCTURE OWNER:	AT&T
POLYGON NAME: CRAN_RTNK_MRF01_019	STRUCTURE NUMBER: 019
LATITUDE: N 35° 50' 40.4232" (35.8445620°)	
LONGITUDE: W -86° 22' 40.4688" (-86.3779082336°)	
ADDRESS: 703 EAST MAIN STREET MURFREESBORO, TN 37130	
TELCYTE JOB#: 186285	PAGE: GN-2

TITLE:
GENERAL NOTES II

REVISIONS		
REV.	DATE	DESCRIPTION
A	5/15/19	PRELIMINARY CONSTRUCTION
0	8/13/19	FCD FOR SUBMITTAL
1	9/30/20	CLIENT COMMENTS
2	2/09/21	CLIENT REVISIONS

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PREPARED FOR:



AT&T

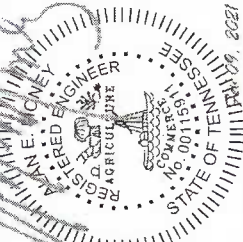
PREPARED BY:



TELCTYTE
INFRASTRUCTURE SERVICES

2227 W. PECOS RD., SUITE 4
CHANDLER, AZ 85224

PROFESSIONAL LICENSURE



PROJECT INFORMATION

DRAWN BY: TS CHECKED BY: AR
 ORIGINAL SUBMITTAL: 2/9/2021
 STRUCTURE OWNER: AT&T
 PROJECT NAME: GRAN_LINK_MRF01_019 STRUCTURE NUMBER: 019
 UTILITY: 50' 40.4232" (35.8445620')
 COMMENTS: TEMPERATURES
 W - 85° 22' 40.4688" (86.3779082336)
 ADDRESS: 703 EAST MAIN STREET
 MURFREESBORO, TN 37130
 TELCOTE #REF: 186285 PAGE: A-1
 TITLE: PHOTO SIMULATIONS AND SITE PLANS

REV.	DATE	DESCRIPTION
A	5/15/19	PRELIMINARY CONSTRUCTION
0	8/13/19	FED FOR SUBMITTAL
1	9/25/20	CLIENT COMMENTS
2	2/09/21	CLIENT REVISIONS

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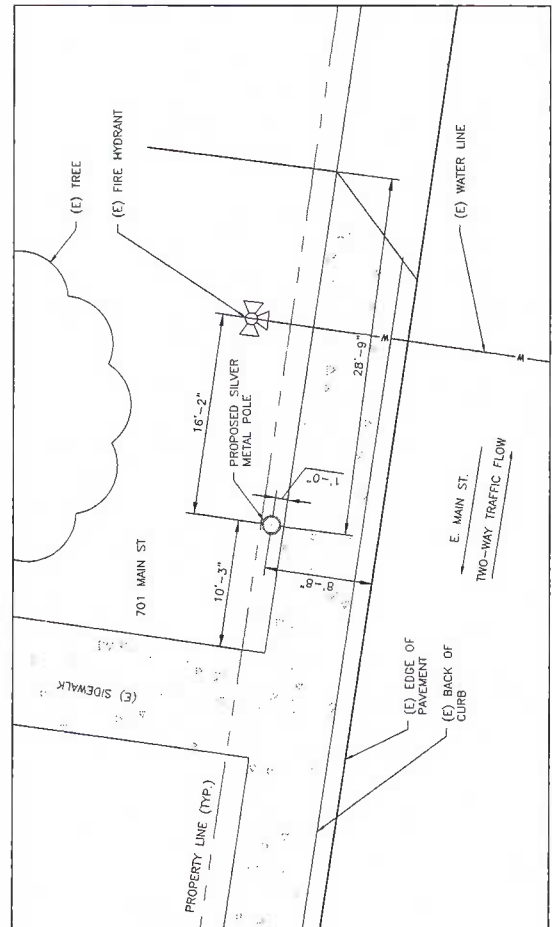
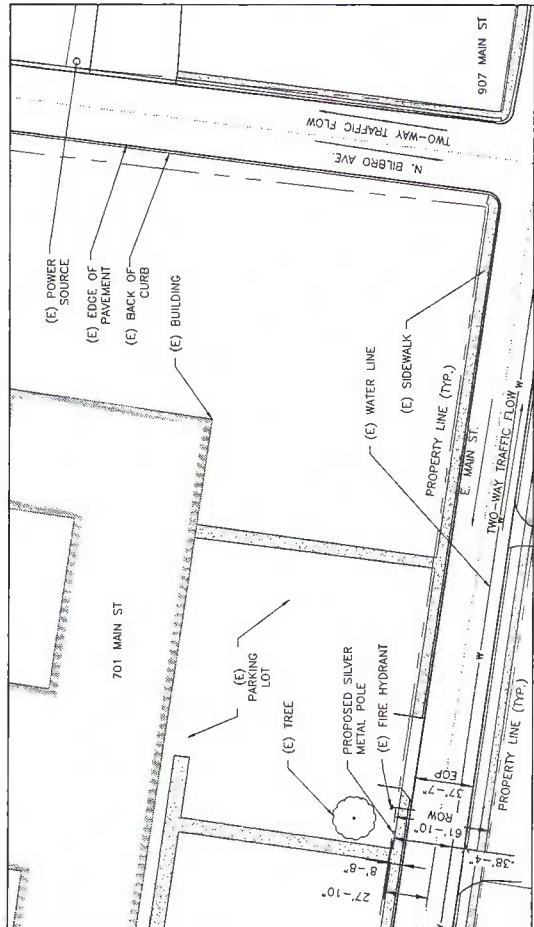


PHOTO SIMULATION I

SCALE: NTS

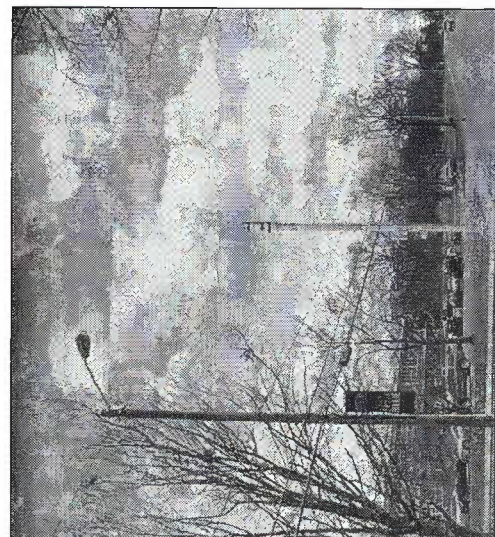
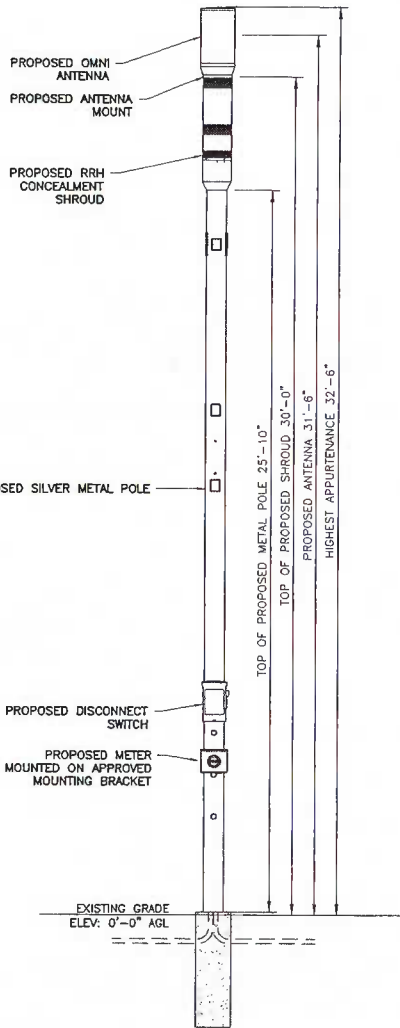
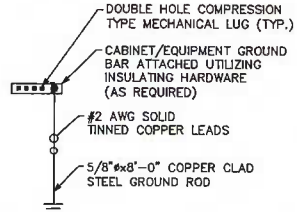


PHOTO SIMULATION II

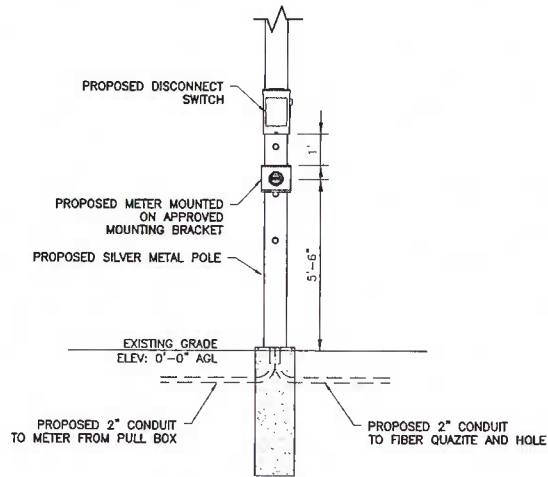
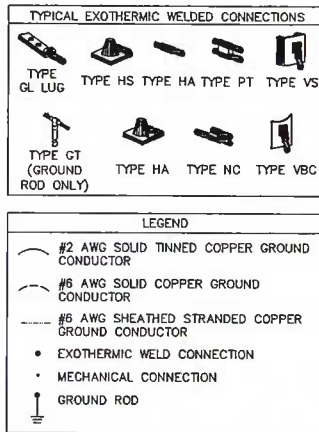
SCALE: NTS



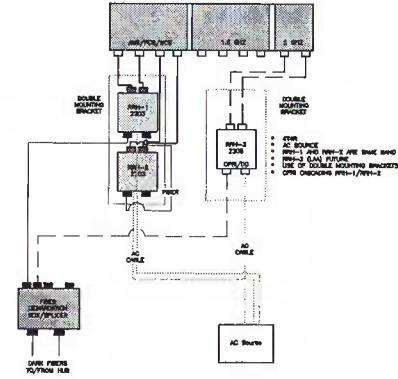
PROPOSED ELEVATION
SCALE: NTS



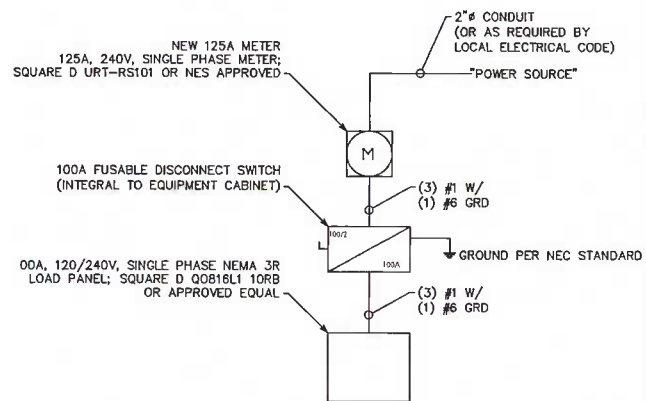
GROUNDING PLAN
SCALE: NTS



CONDUIT DETAIL
SCALE: NTS



RF DIAGRAM
SCALE: NTS



POWER ONE-LINE DIAGRAM
SCALE: NTS

PREPARED FOR:

PREPARED BY:

2227 W. PECOS RD, SUITE 4
CHANDLER, AZ 85224

PROFESSIONAL LICENSURE

PROJECT INFORMATION

DRAWN BY:	TS	CHECKED BY:	AR
ORIGINAL SUBMITAL:	2/9/2021		
STRUCTURE OWNER:	AT&T		
POLYGON NAME:	CRAN_RTNK_MRF01_019	STRUCTURE NUMBER:	019
LATITUDE:	N 35° 50' 40.4232" (35.8445820°)		
LONGITUDE:	W -86° 22' 40.4688786.3779082336"		
ADDRESS:	703 EAST MAIN STREET MURFREESBORO, TN 37130		
TELCYTE JOB#:	186285	PAGE:	A-2

SITE ELEVATIONS AND DETAILS

REVISIONS		
REV.	DATE	DESCRIPTION
A	5/15/19	PRELIMINARY CONSTRUCTION
0	2/13/18	FCD FOR SUBMITTAL
1	9/30/20	CLIENT COMMENTS
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ACC64-95-150-12P-R2, 12-Port, Quarter-Wave Outdoor Cellular Antenna

Use Circular or Rectangular Small Cell Antennas

- Choose size based on number of antennas
- 12-Port, Quarter-Wave Outdoor Cellular Antenna
- 8-Band, 12-Port, Full Antenna

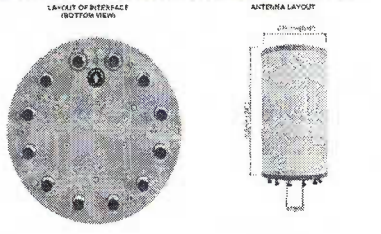
Antenna Size	150-2500	1500-2100	2100-2500
7.25" dia	4 ports	4 ports	2 ports
8.5" dia	4 ports	4 ports	4 ports
9.5" dia	4 ports	4 ports	4 ports
10" dia	4 ports	4 ports	4 ports

Antenna Size	150-2500	1500-2100	2100-2500
Weight	1.2 lbs	1.2 lbs	1.2 lbs
Volume	4.1	4.1	4.1
Mounting	Wall and pole mount	Wall and pole mount	Wall and pole mount

Antenna Size	150-2500	1500-2100	2100-2500
Weight	1.2 lbs	1.2 lbs	1.2 lbs
Volume	4.1	4.1	4.1
Mounting	Wall and pole mount	Wall and pole mount	Wall and pole mount



ACC64-95-150-12P-R2, 12-Port, Quarter-Wave Outdoor Cellular Antenna



ANTENNA SPECIFICATIONS

N.T.S.

Technical Specifications Radio 2203

FREQUENCY BANDS
Bands: 3GPP Bands B1 (W/L), B3 (L), B3C (W/L), B8 (W/L), B66A (W/L), B5 (W/L), B2/B2S (W/L), B12 (L), B13 (L) and B7 (L)

HW CAPACITY
Carrier capacity WCDMA: Up to 4 carriers
Carrier capacity LTE: Up to 40 MHz
IBW: B1, B3 and B66A 45 MHz, B2/B2S and B7 40 MHz, B3C, B8, B5, B12 and B13 Full band
MIMO: Yes, 2T/2R
Output power: Up to 2 x 5 W

INTERFACE SPECIFICATIONS
Antenna Ports: 2 x 4, 3-10 (f)
CPRI: 2 x 2.5/5/10 Gbps (exchangeable SFP modules)
Optical indicators: 6
External alarms: 2
Field ground: 1

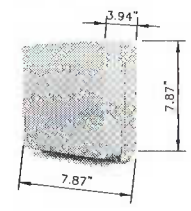
MECHANICAL SPECIFICATIONS
W x H x D: 200 mm x 200 mm x 100 mm, including mounting bracket and esthetic front cover
Weight: < 4.5 kg
Volume: 4.1
Mounting: Wall and pole mount

ELECTRICAL SPECIFICATIONS
Power Supply: -48 VDC or 100 - 250 VAC

ENVIRONMENTAL SPECIFICATIONS
Normal operating temp.: -40 °C to +55 °C (cold start at -40 °C)
Relative Humidity: 5 - 100%
Environment: Outdoor class with IP65

RADIO 2203

N.T.S.



Technical Specifications Radio 2205

FREQUENCY BANDS
Bands: 3GPP Bands B41

HW CAPACITY
Carrier capacity LTE: Up to 40 MHz
IBW: 40 MHz TDD
MIMO: Yes, 2T/2R
Output power: Up to 2 x 5 W

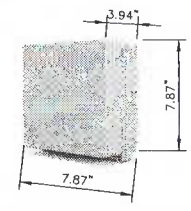
INTERFACE SPECIFICATIONS
Power Supply: -48 VDC or 100 - 250 VAC
Antenna Ports: 2 x 4, 3-10 (f)
CPRI: 2 x 10 Gbps (exchangeable SFP modules)
Optical indicators: 6
External alarms: 2
Field ground: 1

MECHANICAL SPECIFICATIONS
W x H x D: 200 mm x 200 mm x 100 mm, including mounting bracket and esthetic front cover
Weight: < 5 kg
Volume: 4.1
Mounting: Wall and pole mount

ENVIRONMENTAL SPECIFICATIONS
Environment: Outdoor class with IP65
Normal operating temp.: -48 +55 °C (COLD START AT -40 °C)

RADIO 2205

N.T.S.



COMMSCOPE

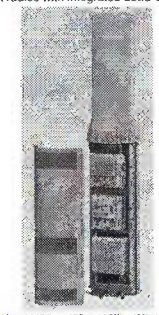
Metro Cell Solutions

SSC-760236966

Pole Top Radio Concealment Antenna Mount

Concealment Enclosure for up to four Ericsson metro cell radios with integrated Load Center Introduction

This document describes the CommScope pole top radio concealment antenna mount. The solution is intended to house and conceal up to three SW metro cell radios directly below a multi-band concealment antenna.



Application

- This solution is specifically intended for use with 1-5 Watt metro cell radios.
- As-built, accepts four Ericsson 2203/2205 radios
- Mounting for Integrated AC Load Center
- Orderable to mount multi-band and multi-port antennas from multiple antenna vendors
- GR-487 thermally verified via convection cooling
- Variable pole diameter mounting kits available to mount to existing structures.
- Matching light pole or monopole options available
- Multiple color options available

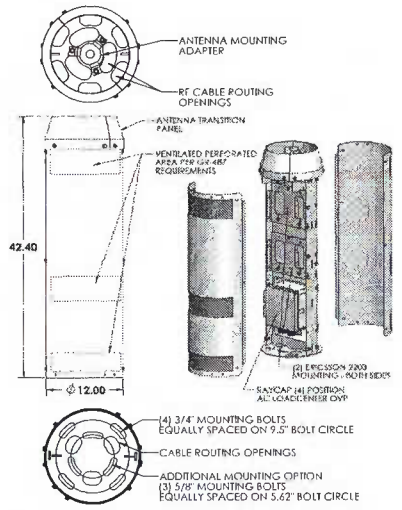
Overall Dimensions and Weight

Height / Diameter / Weight: SSC-760236966-4: 41.3 in. (1049mm) / 12.0 in. (305mm) / 58lbs. (26kg)
SSC-760236966-5: 42.4 in. (1077mm) / 12.0 in. (305mm) / 58lbs. (26kg)
Guaranteed per ASTM A123/A123M finish for all steel components. Aluminum components are RoHS compliant chrome. Concealment covers are powder coated light grey - RAL 7035. (Other colors available)

Finish: Aluminum components are RoHS compliant chrome. Concealment covers are powder coated light grey - RAL 7035. (Other colors available)

Antenna Compatibility: SSC-760236966-4 GALTRONICS 10m Dia Series (IP6400) (Orderable Part)
SSC-760236966-5 CommScope 8 in Dia Series (V350, VV5SP)

Radio Compatibility (Ericsson): Up to 4 (Ericsson 2203/2205 Radios)



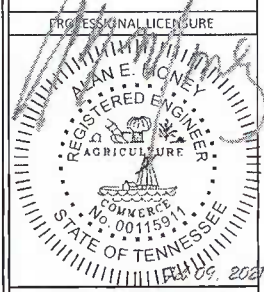
PREPARED FOR:



PREPARED BY:



2227 W. PECOS RD, SUITE 4
CHANDLER, AZ 85224



PROJECT INFORMATION

DRAWN BY:	TS	CHECKED BY:	AR
ORIGINAL SUBMITTAL:	2/9/2021		
STRUCTURE OWNER:	AT&T		
POLYGON NAME:	CRAN_RTNK_MRF01_019	STRUCTURE NUMBER:	019
LATITUDE: N 35° 50' 40.4232" (35.8445620°)			
LONGITUDE: W -86° 22' 40.4688" (-86.3779082330°)			
ADDRESS: 703 EAST MAIN STREET MURFREESBORO, TN 37130			
TELOYTE JOB#:	186285	PAGE:	D-1

EQUIPMENT SPECIFICATIONS

REVISIONS

REV.	DATE	DESCRIPTION
A	5/15/19	PRELIMINARY CONSTRUCTION
0	8/13/19	FCD FOR SUBMITTAL
1	9/30/20	CLIENT COMMENTS
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THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE GROUND STRUCTURES, AND/OR EXISTING UTILITIES BELIEVED TO BE IN THE WORKING AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UTILITIES, PIPELINES, AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AND ENGINEER AT THE CONTRACTORS EXPENSE.



Rutherford County Schools
Investment Grade Audit Review



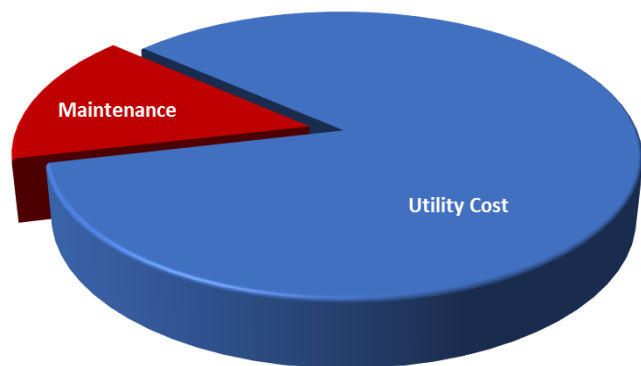
What is an ESPC?

Energy Savings Performance Contracts (ESPC):

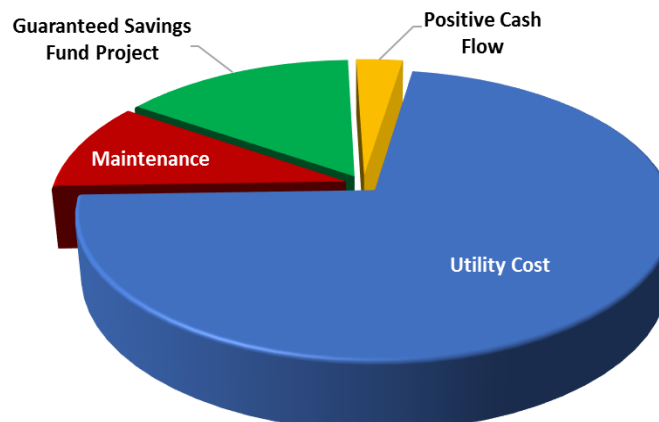
A financing tool used to reallocate utility savings to make facility improvements.

- Funds are put towards your facilities rather than paid to the utility company
- You are paying for the upgrades whether you make them or not
- Performance guarantee on a facility renovation
- Excess savings (in yellow) are 100% retained by Rutherford County Schools

**Operations Budget
Before Improvements**

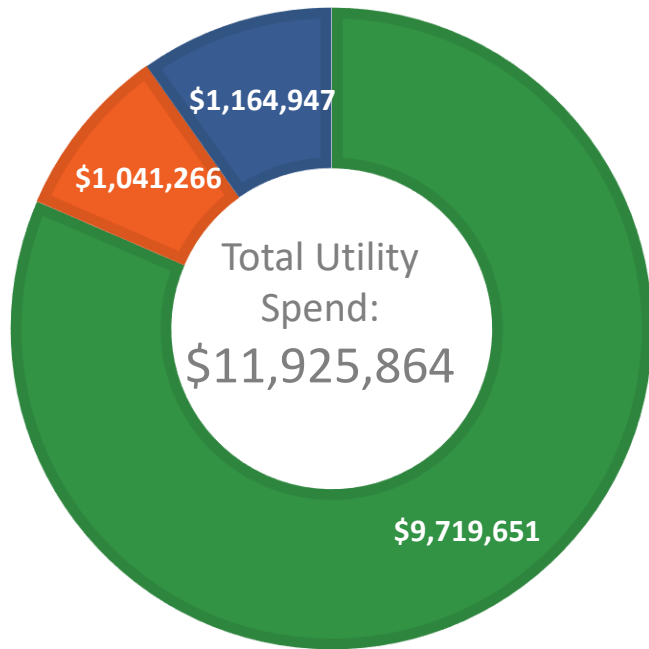


**Operations Budget
After Improvements**



Benchmarking – 3 Year Avg. (1/2018 – 12/2020)

RUTHERFORD BASELINE UTILITY SPEND



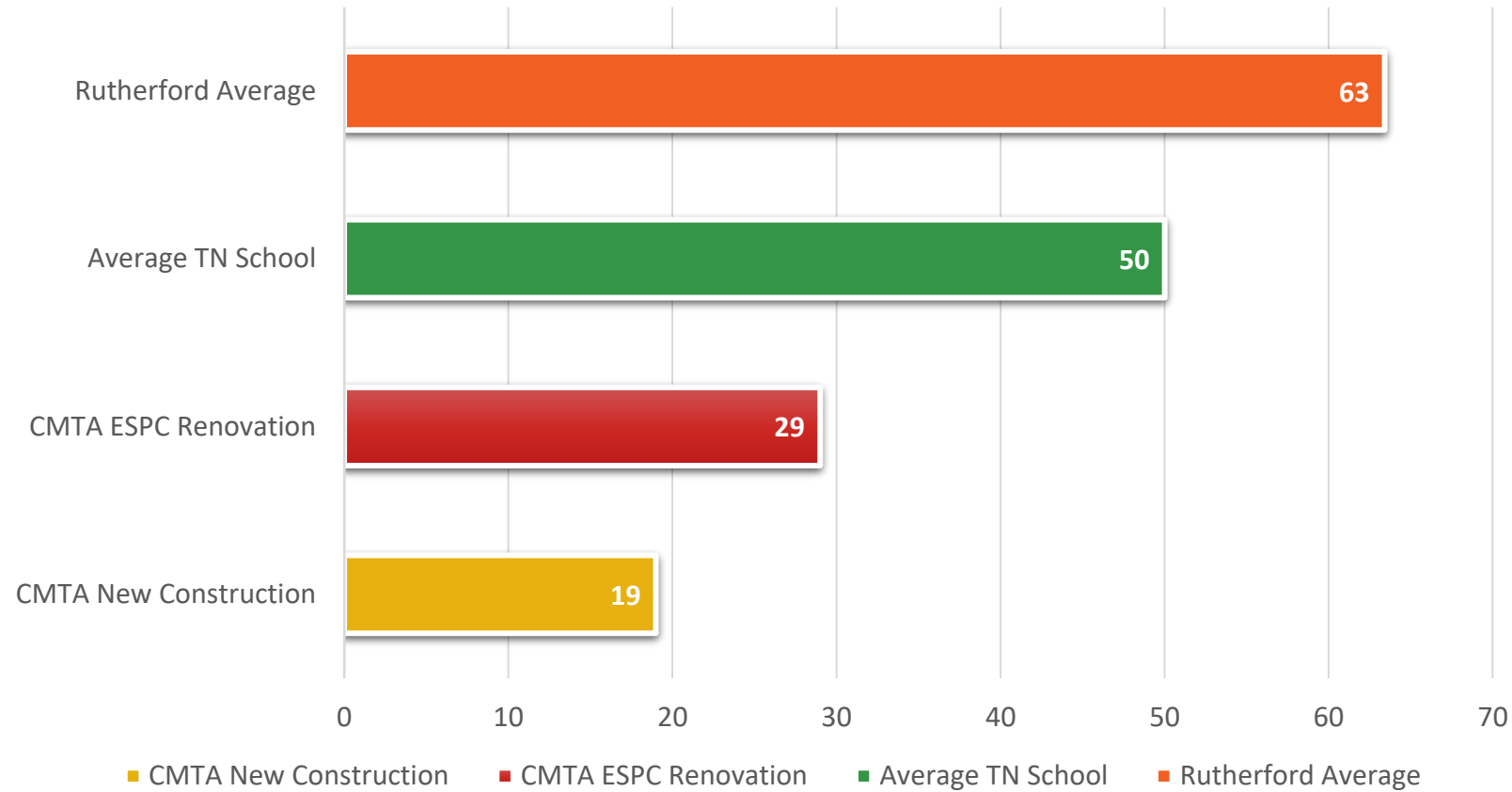
Rutherford County Schools Baseline Utility Spend					
ft ²	Electric \$	NG/Propane \$	Water/Sewer \$	Total \$	\$/ft ²
7,669,747	\$9,719,651	\$1,041,266	\$1,164,947	\$11,925,864	\$1.55

Utility Providers		
Electric	Natural Gas/Propane	Water/Sewer/STEP
Middle Tennessee Electric Murfreesboro Electric Nashville Electric	Atmos Energy Smyrna Utilities Horton Highway Utilities Amerigas	Consolidated Utilities City of Murfreesboro Smyrna Utilities City of Lavergne

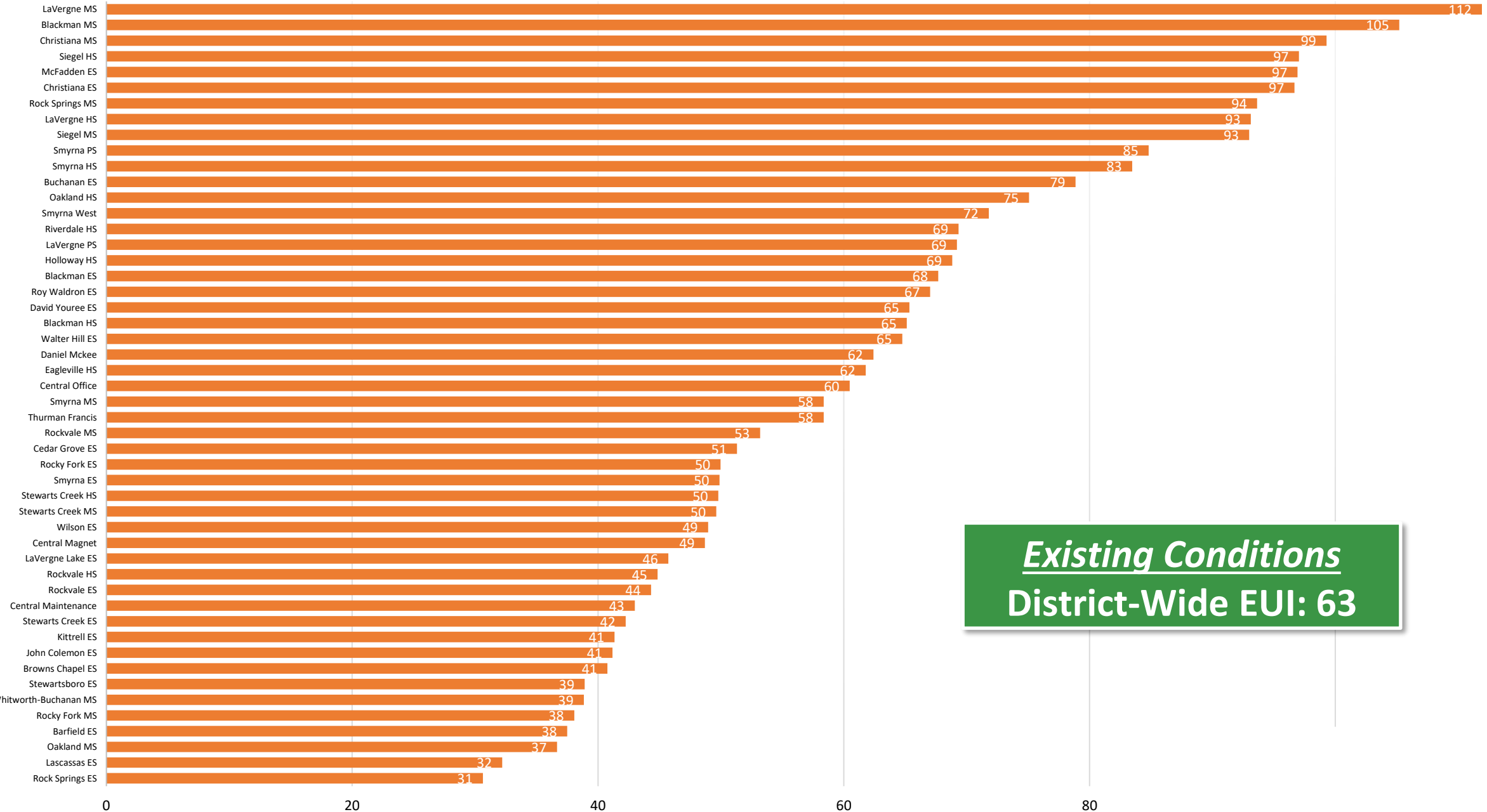
■ Electric ■ Natural Gas/Propane ■ Water/Sewer

Benchmarking

EUI Summary

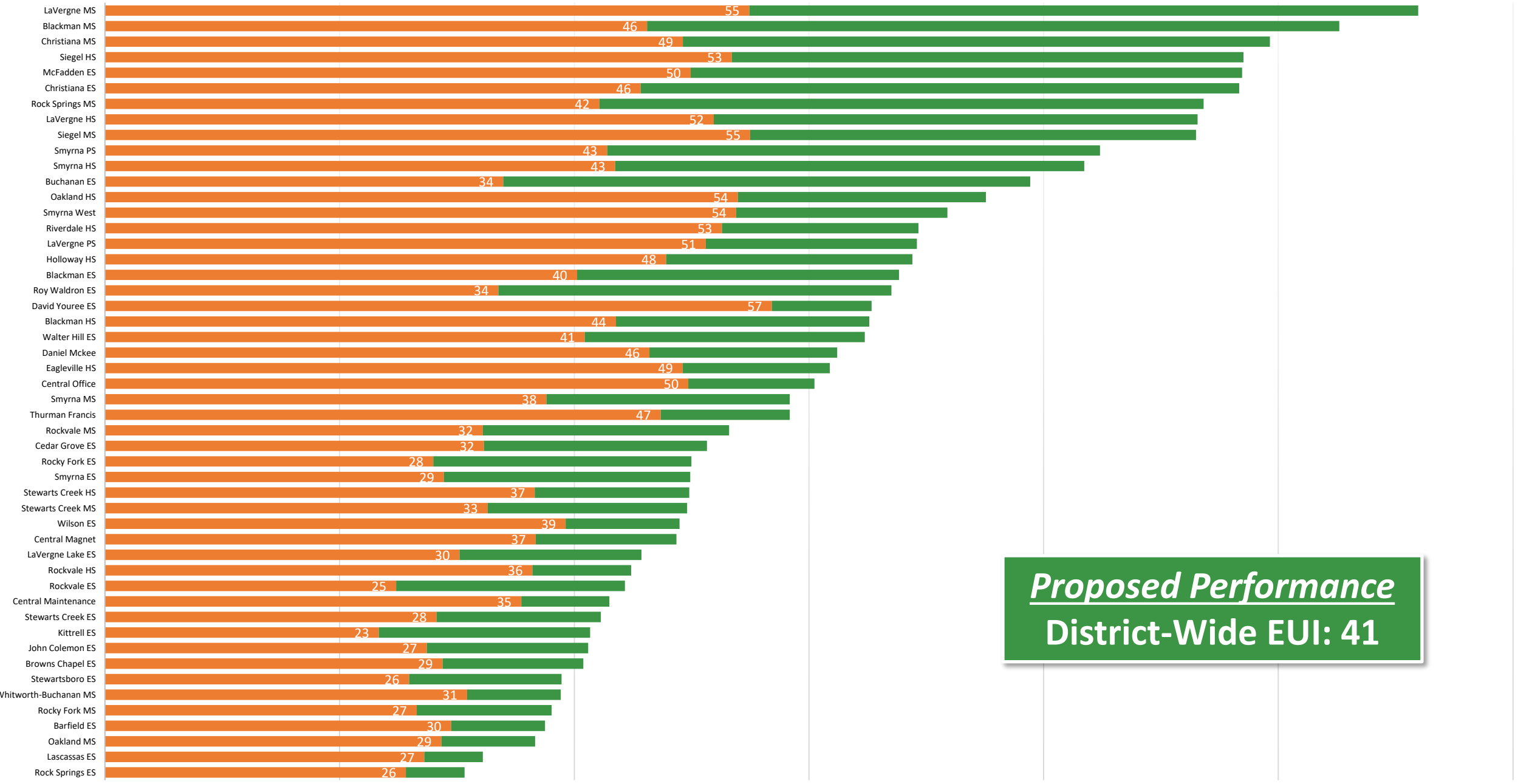


Rutherford County Schools Baseline Energy Usage Intensity



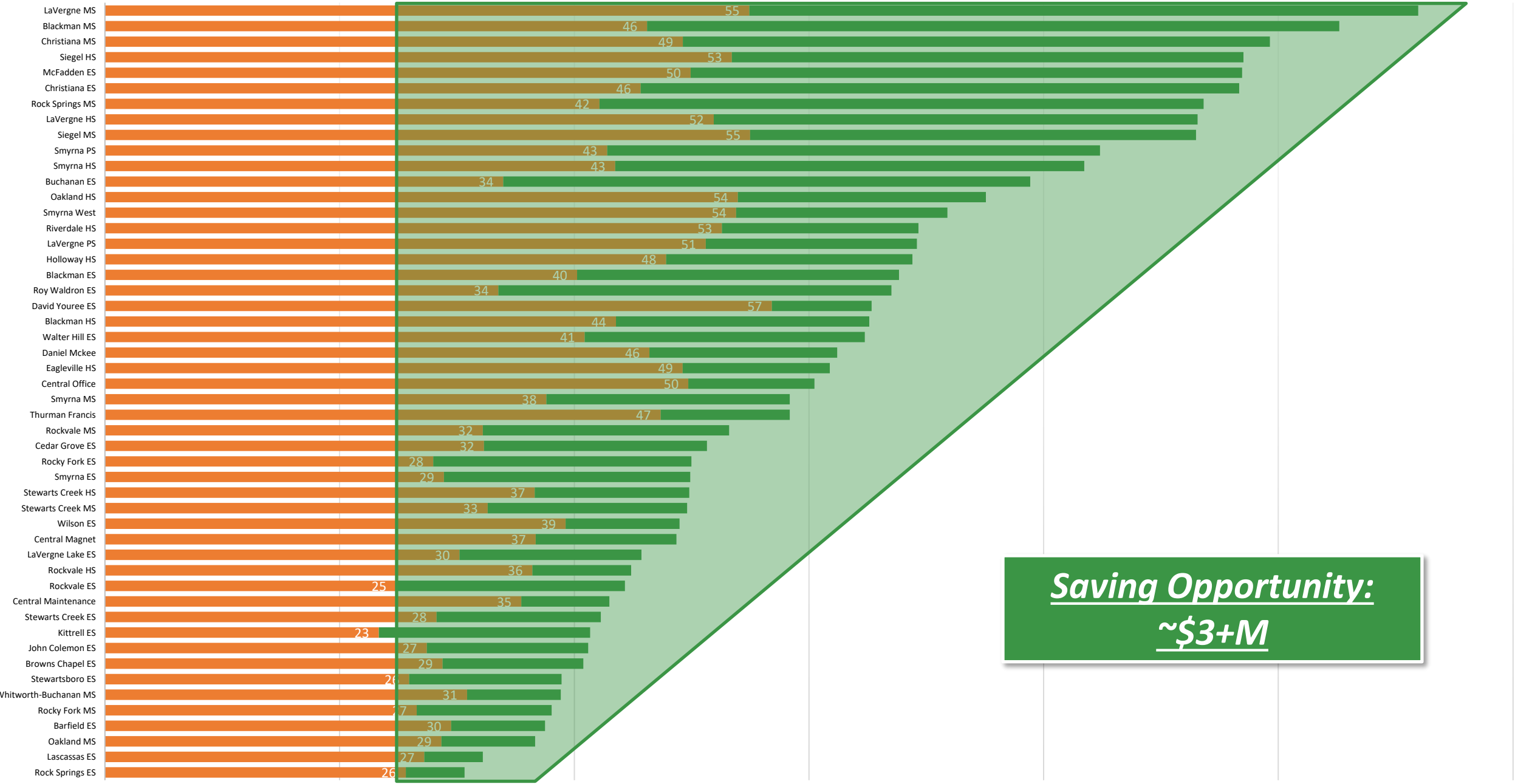
Existing Conditions
District-Wide EUI: 63

Rutherford County Schools Proposed Energy Usage Intensity



Proposed Performance
District-Wide EUI: 41

Rutherford County Schools Proposed Energy Usage Intensity



Saving Opportunity:
~\$3+M

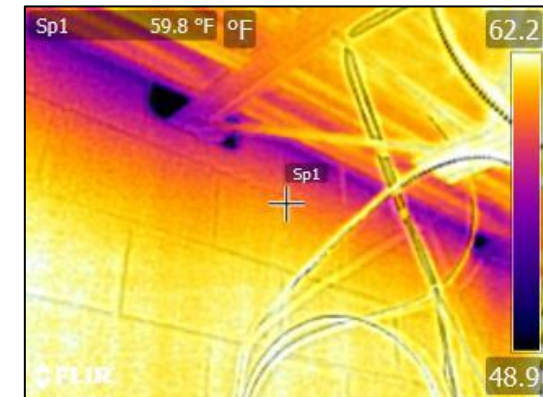
15 Year Energy Project

- LED Lighting District Wide – Interior and Exterior
- HVAC Scope
 - 4 Full HVAC Renovations
 - Buchanan ES
 - John Colemon Annex
 - Rockvale ES
 - Roy Waldron ES
 - 1 Partial Renovations
 - Blackman MS Original Central Plant
 - Ventilation Improvements

Total Project: \$50,627,867

Total Utility Savings: \$3,152,720

Total Operational Savings: \$286,756



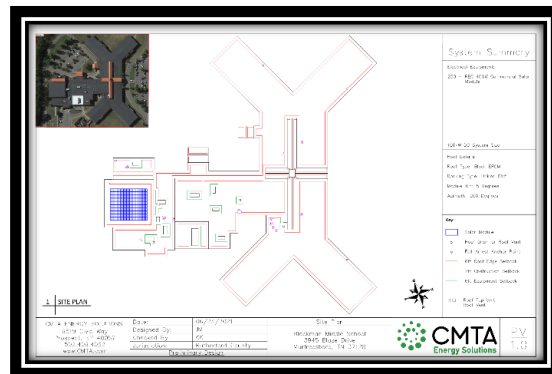
Renewable Energy Review

➤ Solar Photovoltaic – Not Included

➤ Systems were reviewed for all 5 major utility rates in the district

Name	\$/kWh Rate	Solar Project Cost	SPB (years)
Rockvale HS	0.0643	\$ 201,150	26.2
Siegel HS	0.0628	\$ 201,150	27.3
John Coleman ES	0.0606	\$ 193,909	28.4
Rock Springs ES	0.0606	\$ 199,541	28.0
Blackman MS	0.0596	\$ 201,150	28.4
Lavergne MS	0.0513	\$ 201,150	33.1

➤ Provides positive cash flow within the life of the system but not within ESPC term



20 Year Energy Project Option

- Tenn. Code Ann. § 12-4-110 governs local governments ESPC
 - Does not dictate length of program
- Tenn. Code Ann. § 12-4-118 governs State ESPC projects
 - Lesser of twenty (20) years or the weighted useful life of equipment
- Multiple Examples of K-12/Local Government Projects
 - Knox County Schools – 20 year financed solar project
 - Shelby County Schools – 20 year simple payback project

20 Year Energy Project

- LED Lighting District Wide – Interior and Exterior
- Increased HVAC Scope
 - 8 Full HVAC Renovations
 - Stewartsboro ES Added
 - Smyrna ES Added
 - 5 Partial Renovations
 - Blackman HS Added
 - LaVergne HS Added

Total Project: \$72,501,009

Total Utility Savings: \$3,392,023

Total Operational Savings: \$311,756



- Cedar Grove ES Added
- Kittrell ES Added
- Smyrna HS Added
- Smyrna MS Added



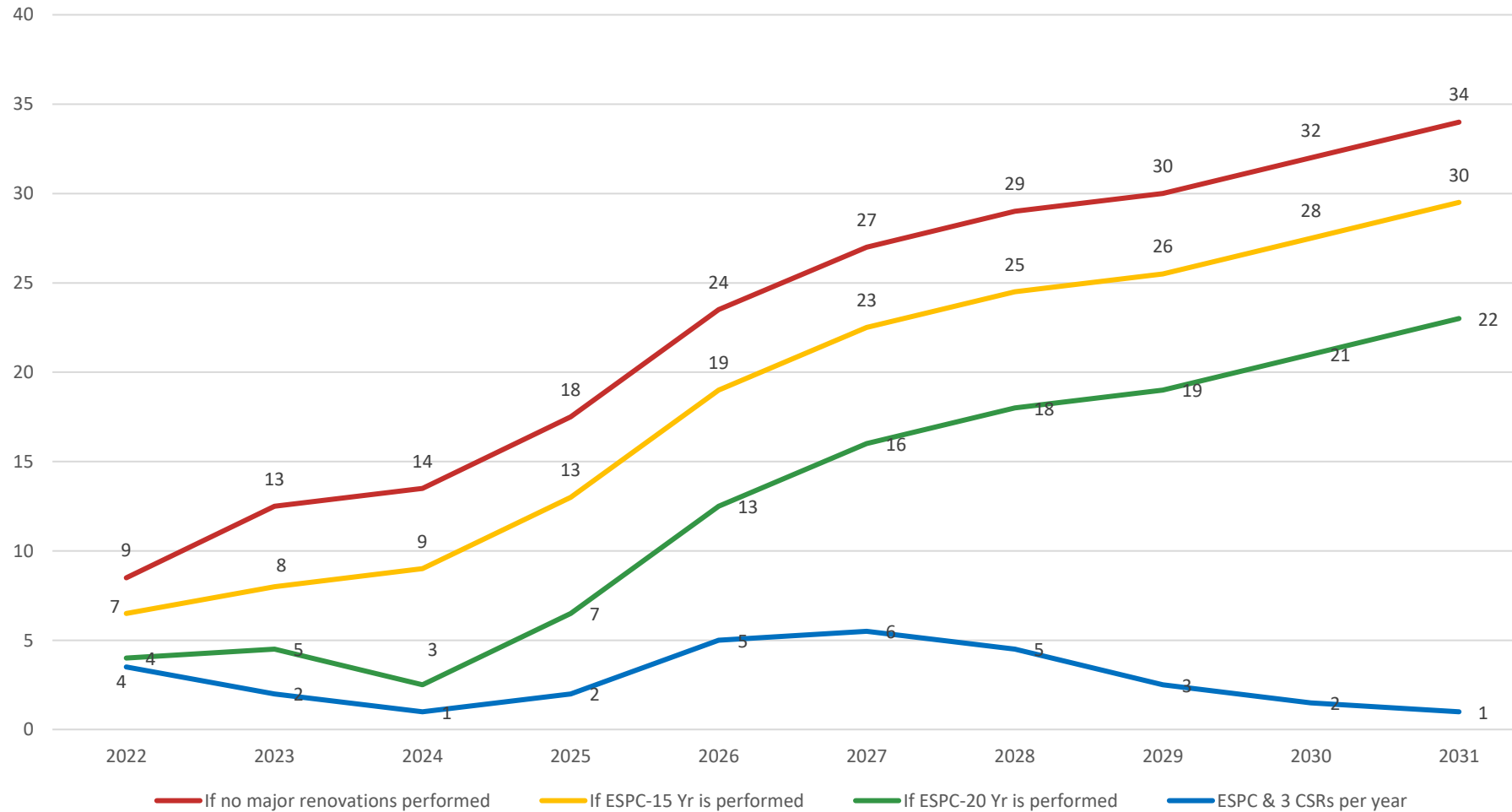
Master Plan Review

- Identifies 34 facilities over the next 10 years that need mechanical systems replaced
- Represents over \$125M in facility need over the next 10 years
- In coordination with an energy project, 3 system replacements per year should be budgeted

Facility	Original Const.	Last Reno	Critical System Replacement Required											
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031		
Barfield ES	1998	1998		1										
Blackman ES	2001	2001					1							
Blackman HS	2000	2007				1								
Blackman MS	2002	2014					1							
Brown's Chapel ES	2009	2009												
Buchanan ES	1976	1995	1											
Cedar Grove ES	1997	1997	1											
Central Magnet	1948	2021												
Central Maintenance	2004	2004									1			
Central Office	1997	1997	1											
Christiana ES	1962	2008												
Christiana MS	2003	2003								1				
Daniel Mckee	1950	1950				1								
David Youree ES	1976	1996				1								
Eagleville HS	1971	2015		1										
Holloway HS	1962	2008				1								
John Coleman ES	2017	2017	0.5											
Kittrell ES	1993	1993		1										
Lascassas ES	1993	1994	1											
LaVergne HS	1988	2005	0.5										0.5	
LaVergne Lake ES	2007	2007												
LaVergne MS	2007	2007												
LaVergne PS	1963	2007												
McFadden ES	1938	2005											1	
Oakland HS	1972	2008					1							
Oakland MS	2010	2018												
Riverdale HS	1972	2008					1							
Rock Springs ES	1998	2020			1									
Rock Springs MS	2002	2002						1						
Rockvale ES	1993	1995	1											
Rockvale HS	2018	2019												
Rockvale MS	2008	2008												
Rocky Fork ES	2018	2019												
Rocky Fork MS	2017	2017												
Roy Waldron ES	1976	2016		1										
Siegel HS	2003	2018								1				
Siegel MS	2001	2001					1							
Smyrna ES	1982	2007	0.5											
Smyrna HS	1988	2005	0.5										0.5	
Smyrna MS	1961	2018	0.5											
Smyrna PS	1963	2014												
Smyrna West	1950	2002						1						
Stewarts Creek ES	2006	2006												1
Stewarts Creek HS	2014	2018												
Stewarts Creek MS	2006	2006												1
Stewartsboro ES	1992	1992	1											
Thurman Francis	1963	2002						0.5						
Walter Hill ES	1976	2002							1					
Whitworth-Buchanan MS	2010	2010												
Wilson ES	2001	2001					1							
Total			8.5	4.0	1.0	4.0	6.0	3.5	2.0	1.0	2.0	2.0	2.0	2.0
Included within EPC Project Phases			0	0	0	0	0	0	0	0	0	0	0	0
Remaining CSR Required			8.5	4.0	1.0	4.0	6.0	3.5	2.0	1.0	2.0	2.0	2.0	2.0

Master Plan Review

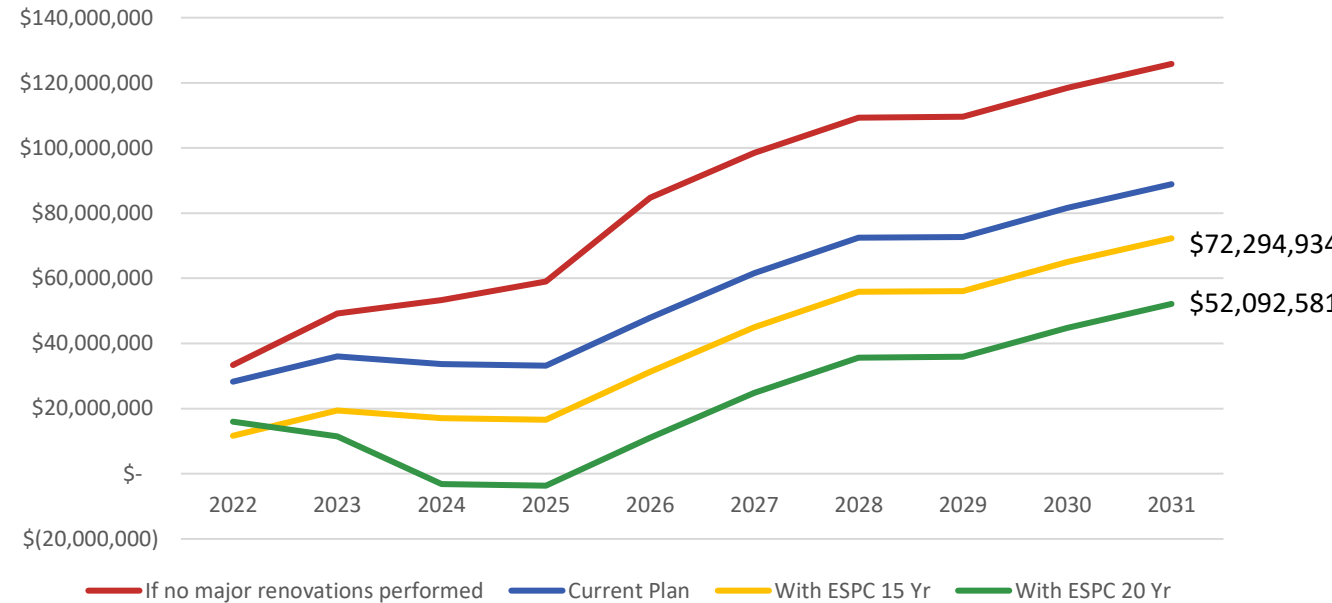
Critical System Replacement Required (Systems > 25 years old)



Master Plan Review

Year	CSRs Funds Required	If no major renovations performed	Fund 177/ESSER Contribution	ESPC Contribution - 15 YR	ESPC Contribution - 20 YR
2022	\$ 33,377,540	\$ 33,377,540	\$ 5,100,000	\$16,622,026	\$12,274,793
2023	\$ 15,773,149	\$ 49,150,689	\$ 8,000,000		\$12,274,793
2024	\$ 4,126,100	\$ 53,276,789	\$ 6,489,000		\$12,274,793
2025	\$ 5,705,550	\$ 58,982,339	\$ 6,239,000		
2026	\$ 25,805,578	\$ 84,787,917	\$ 11,039,000		
2027	\$ 13,674,100	\$ 98,462,017	\$ -		
2028	\$ 10,864,880	\$ 109,326,897	\$ -		
2029	\$ 237,150	\$ 109,564,047	\$ -		
2030	\$ 8,914,913	\$ 118,478,960	\$ -		
2031	\$ 7,305,000	\$ 125,783,960	\$ -		
Total	\$ 125,783,960		\$ 36,867,000	\$16,622,026	\$36,824,379

Critical System Replacement Funding Plan



Questions?



