

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

**October 22, 2020  
5:00 P.M.**

**AGENDA**

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

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

**5. APPROVAL OF CONSENT AGENDA (TAB 1)**

**A. Minutes: September 24, 2020 Board Meeting**

**B. Community Use of Facilities**

**C. Transportation:**

**Bus #125 requesting voluntary termination of contract (Lowell Duke)**

**Bus #189 requesting voluntary termination of contract (Pleas Nelson)**

**D. Title I Contracts:**

**Aha Process Inc., Agreement for Consulting Services with Smyrna Primary School**

**E. Contract with Lipscomb University - Clinical Affiliation Agreement with Lipscomb School of Nursing**

**F. Routine Bids:**

**Bid #3491 – Walkway Canopy Covers**

**Bid #3492 - Concrete**

**Request to Purchase:**

**The Maintenance Department would like to purchase from TN Statewide Contract #209 a 2021 Chevy Silverado MD (CC56403) 2WD Reg Cab Work Truck with added box truck body and liftgate from Wilson County Motors at a cost of \$60,491.41.**

**To be funded from Capital Projects.**

**G. School Salary Supplements and Contract Payments:**

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Ronnie Bray	NTE \$4,500.00	Blackman High School	School Funds- Wrestling SSG	Off season program + open facility during breaks
Barry Wortman	NTE \$6,000.00	Blackman High School	School Funds- General Athletics	Head Coaching Duties-Boys Basketball
Julie Benjamin	NTE \$2,000.00	Central Magnet	School Funds- HS Cheerleading	Assistant Cheer Coach
Kevin Wright *6	NTE \$1,900.00	Oakland High School	School Funds- Football	Bus Driver + Announcer for Football
Rae Anne Clarke Boutte	NTE \$1,000.00	Oakland Middle School	School Funds- Dance	Choreography/Practice
Tyler Eady	NTE \$1,500.00	Oakland Middle School	School Funds- Football	Summer (2020) Coaching/Field Maintenance
Brandon Scott Thomas	NTE \$1,500.00	Oakland Middle School	School Funds- Football	Summer (2020) Coaching/Field Maintenance
Jared Nave	NTE \$1,000.00	Siegel High School	School Funds- Boys Basketball	Assistant Varsity Coach- Practice, film, laundry, etc
Brigitte Adkins	NTE \$2,500.00	Smyrna Middle School	School Funds- Campus Improvement + FCA	Paint 2 murals at the school
Scotty Garrison *6	NTE \$1,500.00	Blackman High School	School Funds- Wrestling	Bus Driver
Kevin Gregory	NTE \$2,500.00	Blackman High School	School Funds- Football	Assistant Football Coach
Brandon Bassham	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Shane Chapman	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Mac Jones	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Alan Pepper	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating

Joey Reed	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Bo Tollett	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Todd Williamson	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Joseph Wilson	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Austin Bailey	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Matthew Boyette	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Ryleigh Cobb	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Eric Hawks	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Bobby Leathers	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Ryley McClaran	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Tim McGehee	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Luke Parrish	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Chris Payne	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Robert Smith	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Kevin Snell	NTE \$1,000.00	Eagleville	School Funds- HS/MS Basketball	HS/MS-JV Basketball Officiating
Vonce Henderson *4	NTE \$500.00	Blackman High School	School Funds- Football	Assistant Football Coach- Total amount approved will be \$3,500 (see 9/24)
Preston Bailey	\$20/lesson	Rockvale Middle School	School Funds- Band	Private lessons

Tim Hale	\$20/lesson	Rockvale Middle School	School Funds-Band	Private Percussion lessons
Matthew Jefferson	\$20/lesson	Rockvale Middle School	School Funds-Band	Private lessons
Rebecca Murphy	\$20/lesson	Rockvale Middle School	School Funds-Band	Teaching Flute lessons
Karl Wingruber	\$20/lesson	Rockvale Middle School	School Funds-Band	Private lessons
Ambria Gonzalez *2	Hourly	Cedar Grove Elementary	Smyrna Junior Basketball League	Additional Custodial work for the 2020/2021 school year
Randy Masters *2	Hourly	Cedar Grove Elementary	Smyrna Junior Basketball League	Additional Custodial work for the 2020/2021 school year
Gualesca Rodriguez *2	Hourly	Cedar Grove Elementary	Smyrna Junior Basketball League	Additional Custodial work for the 2020/2021 school year
John Crutchfield *2	Hourly	LaVergne High School	School funds-Athletic Accounts	Announcer at Sporting Events
William Latimer*2	Hourly	LaVergne High School	School Funds-Athletic Accounts	Announcer at Sporting Events
Brandon Utley *2	Hourly	Oakland High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year
Kerry Malone *2	Hourly	Stewarts Creek Middle	School Funds-Athletic Accounts	Announcer at Sporting Events
Marjorie Cameron *2	Hourly	Stewartsboro	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2020/2021 school year

\*\*Unless listed as an hourly rate

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

#### **H. Non-Faculty Volunteer Coaches:**

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

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

<u>Name</u>	<u>School</u>	<u>Sport</u>
Clyde Avant	Siegel High School	Baseball
Andrew Welch	Smyrna High School	Wrestling
Delaney Amos	Rockvale High School	Swimming
Morgan Davis	Rockvale High School	Volleyball
Ashley Paseka	Riverdale High School	Archery
Jeff Paseka	Riverdale High School	Archery
Carrie Garrett	Riverdale High School	Archery
Chad Lane	Rockvale High School	Wrestling
Timothy Westfall	Siegel High School	Softball
Zachary Newman	Central Magnet	Baseball
Joshua Phillips	Rockvale High School	Wrestling
Andrea Jones	Blackman High School	Wrestling/Girls
Allison Blanton	Central Magnet	Archery
Eric Bonner	Siegel High School	Basketball/Boys
Taylor Tickner	Siegel High School	Wrestling
Craig Watkins	Riverdale High School	Halftimers
Preston Bailey	Rockvale Middle School	Band
Tim Hale	Rockvale Middle School	Band
Matthew Jefferson	Rockvale Middle School	Band
Rebecca Murphy	Rockvale Middle School	Band
Karl Wingruber	Rockvale Middle School	Band

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

## **6. VISITORS**

## **7. RUTHERFORD COUNTY VIRTUAL SCHOOL MASCOT**

Rutherford County Virtual School is proposing to adopt the school's mascot as the "Rutherford County Virtual School Trailblazers". The School would like to put the mascot suggestion up for a board vote. The submission was proposed by 11<sup>th</sup> grader, Brenden Hart after all students were asked for input. The school committee voted and decided that the Trailblazers would represent the school well. Brenden's suggestion included the following passage: "I think we should be the Trailblazers. Rutherford County Virtual School is on the hunt for a greater expedition and trailblazing new opportunities for the next generation. The Rutherford County Virtual School Trailblazers will help make the world a bigger and better place to be. I believe the future generations of Rutherford County Virtual School students will help grow the school and push the limits of what we are capable of doing".

**Recommended Approval---motion to approve the adoption of "RCVS Trailblazers" as the mascot for the Rutherford County Virtual School.**

## **8. LEA REOPENING AND PROGRAMMATIC SUPPORT GRANT**

**Rutherford County Schools has been approved for \$125,000 with the LEA Reopening and Programmatic Supports Grant. These funds are tied to the Continuous Learning Plan submitted to the Tennessee State Department of education in July 2020.**

**The instruction Department is requesting to purchase an additional 508 student devices. These devices would be initially funded by Rutherford County Schools by December 1, 2020 and then reimbursed with the grant allocation.**

**Recommended Approval---motion to** approve the purchase of 508 student devices not to exceed \$125,000.00 by Rutherford Schools to be reimbursed by the LEA Reopening and Programmatic Support Grant.

## **9. FEDERAL DOJ COMMUNITY ORIENTED POLICING SERVICE GRANT (TAB 2)**

**The Rutherford County School Safety Director has applied for a federal DOJ COPS Grant of \$225,001 over a three-year period. The grant will provide funding to improve security at RCS schools and on school grounds through the purchase of APX trunking hand-held radios to be used by school's crisis response team at each school. These radios will greatly improve response times for our schools in an event of an emergency as the radios will be on the same channels as the county emergency services. The grant has a local match of \$25,000 per year for three years.**

**Recommended Approval---motion to** approve the Federal DOJ COPS grant as presented with the local match to come from either local tax revenue, or if approved by the State, the annual Safe School Grant fund appropriation.

## **10. STEWARTS CREEK HIGH SCHOOL & EAGLEVILLE/MTSU SPONSORSHIP AGREEMENTS (TAB 3)**

**MTSU, Stewarts Creek High School and Eagleville are requesting the Board approve partnerships in which MTSU advertising banners will be placed over the entrances to football stadiums and in the Eagleville cafeteria. In exchange, MTSU will pay Stewarts Creek High School and Eagleville \$5,000 per year. MTSU has similar agreements with Oakland High School and Siegel High School, and they are working with other schools as well to bring agreements. The current proposed agreement is for five years, however Legal has requested the agreement be changed to four years to stay within the confines of the Board's authority to independently approve the agreement. All other contract language will remain the same.**

**Recommended Approval---motion to** approve the Stewarts Creek High School & Eagleville/MTSU Sponsorship Agreement for up to four years.

**11. RED BIRD FLIGHT SIMULATIONS, INC. SUPPORT SERVICE AGREEMENT (TAB 4)**

**This is a renewal of the Support Service Agreement for the Red Bird Flight Simulator at Siegel High School, first year was included in the cost of the Simulator, 2<sup>nd</sup> year and subsequent years will be paid by General Purpose CTE funds. Billing is charged based on Support Service Hobbs Hours, service hours not to exceed 300 at \$7.50 each for the 2020-2021 school year. If additional hours are required, further Board approval will be necessary.**

**Recommended Approval---motion to approve the service agreement with Red Bird Flight Simulations.**

**12. CURRICULUM & INSTRUCTION (TAB 5)**

**The Curriculum & Instruction CTE Department would like to allocate approximately \$15,000.00 of Perkins 2020-2021 funds to support the CTE Curriculum Team Leads for our High School CTE Career Clusters. The purpose of this CTE Curriculum Team Lead would be to help develop the instructional capacity of teachers, industry partners, and students within our county. The Leads would be responsible for conduction in-person/virtual meetings for Career Clusters PLC's and Advisory Council Meetings.**

**The allocations are:**

**Each participant receives a \$500.00 stipend for conducting Professional Development sessions and the Advisory Council Meetings through the PLC framework by CTE Career Clusters.**

**Recommended Approval---motion to approve allocating approximately \$15,000.00 of Perkins funds to support the CTE Curriculum Team Leads for our High School CTE Career Clusters. Each participant will receive a \$500.00 stipend for conducting Professional Development sessions through the PLC framework by CTE Career Clusters across the district to support teacher and student success.**

<b>CTE Curriculum Team Leads</b>		
<b>Career Cluster</b>	<b>RW Ambassador</b>	<b>Position</b>
Advanced Manufacturing	Lenny Ciletti	Oakland HS
Agriculture, Food & Natural Resources	Emily Marshall	Eagleville HS
Agriculture, Food & Natural Resources	Amy Olt	Stewarts Creek HS
Architecture & Construction	Carrie Ott	Smyrna HS
Arts, Audio/Visual Technology & Communications	Steve Picklesimer	Smyrna HS
Arts, Audio/Visual Technology & Communications	John McCrary	Blackman HS
Business Management & Administration/Finance	Stacie Andersen	Siegel HS
Business Management & Administration/Finance	Sherri Rogers	Oakland HS
Business Management & Administration/Finance	Jennifer Vining	Rockvale HS
Education & Training	Brandi Bontrager	Riverdale HS
Health Science	Riley Connolly	Siegel HS

Hospitality & Tourism	Alberto Villalobos	Smyrna HS
Human Services	Kelly Russell	Oakland HS
Human Services	Tiffany Phillips	Riverdale HS
Information Technology	Frank Cathey	LaVergne HS
Information Technology	Scott Mosier	Blackman HS
Law, Public Safety, Corrections & Security	Cora Proctor	Siegel HS
Law, Public Safety, Corrections & Security	Keith Dozier	Riverdale HS
Marketing, Distribution & Logistics	Tristan Brown	Siegel HS
Marketing, Distribution & Logistics	Dawn Wright	Stewarts Creek HS
Transportation	Bryan Staats	Riverdale HS
STEM	Ken Hardison	Blackman HS

### 13. FACILITIES

#### 1. Request for Qualifications from Energy Saving Companies (ESCO's):

**The Engineering and Construction Department has provided the Board and County Commission detailed deferred maintenance cost data for the past two years. During this time, the age of our facilities has continued to increase, cost has also increased, and we grow closer to having major failure. With no funding being approved we would like to issue an RFQ for Energy Management Services to utilize the cost savings to potentially pay for a large portion of this maintenance cost. We believe there is cost savings in converting our present lighting to LED and there by utilizing the savings to pay for the maintenance. Once the RFQ firm is selected, we will provide information for the Board to approve moving forward. The RFQ process is at no cost to the Board.**

**Recommended Approval---motion to approve issuing an RFQ for Energy Management Services.**

#### 2. Tan Oaks Naming Committee Meeting:

**The committee to select the name, colors and mascot for the Tan Oaks School site met on Tuesday, October 13, 2020. It was determined that all schools on campus would be called Plainview. The colors will be USC Pantone 201C Cardinal and Pantone 123C Gold. The mascot for the elementary school will be the Otters. The administration for the middle and high school will select a wild animal for mascots that is not currently being used in Rutherford County Schools.**

**Recommended Approval---motion to approve Plainview Elementary as the name, Pantone 201C and 123C as official colors for all schools on this site and allowing the future Administration to select the mascot with it being a wild animal, not in current use in Rutherford County Schools.**



### **3. Tan Oaks Sewer:**

**It is necessary to run a sewer line to the Tan Oak School site to provide sewer service to the property. Under the City of Murfreesboro guidelines, the sewer service can only be extended for use by schools. Adjoining property owners will not be eligible to tie on to the new sewer line as the sewer service is outside the city limits. It will be necessary to cross four properties for the sewer line.**

**Arrangements for sewer have been resolved with two of the four property owners, but due to mortgage holders on some of the properties and the lack of any resolution with the other two property owners, it is necessary to acquire the easements needed for the sewer line by eminent domain.**

**Recommended Approval---motion to** approve and authorize the Board Attorney, Jeff Reed and Trey Lee, Assistant Superintendent for Engineering and Construction, to file any actions necessary to acquire the sewer easements needed to extend sewer to the Tan Oaks site and for the same to be funded from the construction budget of the Tan Oaks site.

### **4. Buchanan Elementary Sewer:**

**In order to provide sewer service to Buchanan Elementary, it is necessary for sewer to cross several parcels of property. Under the City of Murfreesboro guidelines, the sewer service can only be extended for use by schools. Adjoining property owners will not be eligible to tie on to the new sewer line as the sewer service is outside the city limits. It is expected that there will be out of state mortgage holders on several of the properties so even if agreements are reached with the owners, it will likely be necessary to acquire the easements by eminent domain.**

**Recommended Approval---motion to** approve and authorize the Board Attorney, Jeff Reed and Trey Lee, Assistant Superintendent for Engineering and Construction, to file any actions necessary to acquire the sewer easements needed to extend sewer to the Buchanan Elementary School site and for the same to be funded from the Buchanan Construction Project budget.

## **14. DISCUSSION ON CREATING DIRECTOR'S EVALUATION**

## **15. DISCUSSION ON CREATING SCHOOL BOARD GOALS ALIGNED WITH THE SCHOOL DISTRICT**

## **16. INSURANCE UPDATE**

## **17. DIRECTORS UPDATE**

**18. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**

**19. FEDERAL RELATIONS NETWORK (FRN) UPDATE**

**20. GENERAL DISCUSSION**

**21. ADJOURNMENT**

**22. TRAINING SESSION – 30 MINUTES**

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

**Minutes of September 24, 2020**

**Board Members Present**

**Coy Young, Board Chairman**

**Tiffany Johnson, Vice-Chairman**

**Jim Estes**

**Claire Maxwell**

**Shelia Bratton**

**Lisa Moore**

**Tammy Sharp**

**Bill C. Spurlock, Director of Schools**

**1. CALL TO ORDER**

**The Board Chairman called the meeting to order at 5:00 P.M. Board Member Tammy Sharp led the Pledge of Allegiance.**

**2. MOMENT OF SILENCE**

**During the moment of silence, Mr. Young asked that we remember Miss Kathleen Woodie, a third-grade teacher at Walter Hill Elementary who was tragically killed in an automobile accident.**

**Mr. Young also asked that we please keep Joyce Michaels in our prayers, as well as all our Rutherford County schools, teachers, students, employees and contractors who are on the front lines every day.**

**3. APPROVAL OF AGENDA**

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

**Vote: All Yes**

**4. APPROVAL OF CONSENT AGENDA**

**A. Minutes: September 3, 2020 Board Meeting**

**B. Community Use of Facilities**

**C. Out of County Transfer Student (1)**

**D. Title I Contracts:**

**70 Hour-Title I Extended Contract at LaVergne Middle School**

**35 Hour-Title I Extended Contract at LaVergne Middle School**

**E. Routine Bids:**

**Bid #3486 – Fueling System**

**Bid #3488 – Technology and Multimedia Part Equipment**

**Bid #3489 – Air Filters**

**Request to Purchase:**

**The CTE Department would like to purchase an Amatrol Basic Electrical Learning System which includes the hand tool package and mobile workstation for Oakland High School. To be purchased from Technical Training Aids at a cost of \$13,159.00. Technical Training Aids is the sole distributor supported by Amatrol in the State of Tennessee.**

**To be funded from Carl Perkins.**

**Request to Purchase:**

**The CTE Department would like to purchase a Fanuc ArcMate Robot Fenceless Equipment that includes a training certification package for the teachers and students for Oakland High School. To be purchased from Technical Training Aids at a cost of \$41,170.00. Technical Training Aids is the exclusive FANUC Education authorized reseller for the State of Tennessee.**

**To be funded from Carl Perkins.**

**F. School Salary Supplements and Contract Payments:**

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Michael Harris	NTE \$2,500.00	Blackman High School	School Funds- Football	Assistant Football Coach
Kit Hartsfield	NTE \$3,500.00	Blackman High School	School Funds- Football	Summer Weight Program
John McCreery	NTE \$1,500.00	Blackman High School	School Funds- Football	Field Maintenance in Summer
Kevin Meadows	NTE \$1,500.00	Blackman High School	School Funds- Football	Field Maintenance in Summer

Chris Biggs*6	NTE \$2,500.00	LaVergne High School	School Funds- Various School Accounts	Bus Driver
Steve Carter *6	NTE \$2,500.00	LaVergne High School	School Funds- Various School Accounts	Bus Driver
Brenda Morris*6	NTE \$2,500.00	LaVergne High School	School Funds- Various School Accounts	Bus Driver
Jeremy Stansbury *6	NTE \$2,500.00	LaVergne High School	School Funds- Various School Accounts	Bus Driver
Kim Walker *6	NTE \$2,500.00	LaVergne High School	School Funds- Various School Accounts	Bus Driver
Layne Allen	NTE \$600.00	Siegel High School	School Funds- Football + Basketball	Pass Gate
Travis Childers	NTE \$800.00	Siegel High School	School Funds- Baseball	Facility mowing around Baseball Field
Scott Cochran	NTE \$1,000.00	Siegel High School	School Funds- Football, Basketball + Volleyball	Ticket Seller
Debra Connolly	NTE \$1,500.00	Siegel High School	School Funds- Various Sports	Ticket Seller/Gate Keeper
John DeVaulk	NTE \$750.00	Siegel High School	School Funds- Boys + Girls Basketball	Clock Operator/Scorekeeper
Chad Fields	NTE \$700.00	Siegel High School	School Funds- Various Accounts	Announcing/Scoreboard
Sarah Green	NTE \$1,500.00	Siegel High School	School Funds- Football + Basketball	Pass Gate
Patricia Myers*6	NTE \$1,000.00	Siegel High School	School Funds- Various	Bus Driver
Hal Pass	NTE \$2,000.00	Siegel High School	School Funds- Football	Game Field + Practice Field Maintenance
Katie Racki	NTE \$8,000.00	Siegel High School	School Funds- Band	Color Guard Director
Craig Reavis	NTE \$375.00	Siegel High School	School Funds- Football	Announcer at Football Games
Craig Reavis	NTE \$2,000.00	Siegel High School	School Funds- Baseball	Off Season Field Maintenance/Facility Maintenance
Jay Seals	NTE \$1,000.00	Siegel High School	School Funds- Various Athletic Accounts	Clock Keeper

Eric Smith *6	NTE \$1,000.00	Siegel High School	School Funds Football + Various	Assistant Football Coach + Bus Driver
Luke Sheppard*6	NTE \$700.00	Smyrna High School	School Funds-Cheerleading	Bus Driver
Jonathan Tolbert *6	NTE \$1,000.00	Smyrna High School	School Funds-Volleyball	Bus Driver
Justin Morton	NTE \$500.00	Thurman Francis	School Funds-Boys and Girls Soccer	Mowing Soccer Field (at Smyrna Middle) for Fall 2020 and Spring 2021 season
Kirk Bagley	NTE \$3,000.00	Blackman High School	School Funds-Football	Assistant Football Coach
Vonce Henderson	NTE \$3,000.00	Blackman High School	School Funds-Football	Assistant Football Coach
Jeremy Selvidge	NTE \$2,000.00	Blackman High School	School Funds-Cross Country	Assistant Cross-Country Coach
Phillip Pinion II	NTE \$1,500.00	Eagleville	School Funds-Athletic Program	Assistant MS Girls Basketball Coach
Briana Meek	NTE \$7,000.00	Oakland High School	School Funds-Dance	Choreographer
Patrick Brassell	\$15/lesson	Oakland Middle School	School Funds-Band	Private + Group Lessons
Christopher Worley	NTE \$3,000.00	Riverdale High School	Riverdale Softball Boosters	Assistant Softball Coach
Rakel Hankins	NTE \$1,000.00	Rockvale High School	School Funds-Volleyball	Assistant Volleyball Coach
Tonya Lawson	NTE \$5,000.00	Siegel High School	Siegel High School Band Boosters	Private Lessons
Ryan Jordan	NTE \$700.00	Smyrna High School	School Funds-Football	Assistant QB Coach
Jason Tigg	NTE \$750.00	Smyrna High School	School Funds-Football	Assistant Football Coach
Brian Carico	NTE \$5,000.00	Stewarts Creek High School	School Funds-Broadcasting	Video/Lighting Technician
Bridget Robertson	NTE \$1,000.00	Stewarts Creek High School	School Funds-FFA/Horticulture	Agriculture Department Helper
Andrew Snider	NTE \$2,000.00	Stewarts Creek High School	School Funds-Football	Assistant Football Coach
Zachary Snider	NTE \$2,000.00	Stewarts Creek High School	School Funds-Football	Assistant Football Coach
Jamonn Brady	NTE \$500.00	Thurman Francis	School Funds-Boys and Girls Soccer	Mowing Soccer Field (at Smyrna Middle) for Fall 2020 and Spring 2021 season

Darius Brown	NTE \$500.00	Whitworth Buchanan	School Funds-Volleyball	Assistant Volleyball Coach
Stipends to Employees	NTE \$1,625.00	Blackman High School	General Purpose School Fund	ACT Test Administrators and Proctors
Stipends to Employees	NTE \$1,575.00	Central Magnet	General Purpose School Fund	ACT Test Administrators and Proctors
Stipends to Employees	NTE \$400.00	Eagleville	General Purpose School Fund	ACT Test Administrators and Proctors
Stipends to Employees	NTE \$1,225.00	LaVergne High School	General Purpose School Fund	ACT Test Administrators and Proctors
Stipends to Employees	NTE \$1,200.00	Oakland High School	General Purpose School Fund	ACT Test Administrators and Proctors
Stipends to Employees	NTE \$875.00	Riverdale High School	General Purpose School Fund	ACT Test Administrators and Proctors
Stipends to Employees	NTE \$700.00	Rockvale High School	General Purpose School Fund	ACT Test Administrators and Proctors
Stipends to Employees	NTE \$1,325.00	Siegel High School	General Purpose School Fund	ACT Test Administrators and Proctors
Stipends to Employees	NTE \$1,375.00	Smyrna High School	General Purpose School Fund	ACT Test Administrators and Proctors
Stipends to Employees	NTE \$1,675.00	Stewarts Creek High School	General Purpose School Fund	ACT Test Administrators and Proctors
Stipends to Employees	NTE \$175.00	RC Virtual School	General Purpose School Fund	ACT Test Administrators and Proctors

\*\*Unless listed as an hourly rate

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

#### **G. Non-Faculty Volunteer Coaches:**

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

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

<u><b>Name</b></u>	<u><b>School</b></u>	<u><b>Sport</b></u>
<b>Patrick Brassell</b>	<b>Oakland Middle School</b>	<b>Band</b>

<b>Tonya Lawson</b>	<b>Siegel High School</b>	<b>Band</b>
<b>Jaylen Johnson</b>	<b>Smyrna High School</b>	<b>Basketball</b>
<b>Elizabeth Gipson</b>	<b>Buchanan Elementary</b>	<b>Archery</b>
<b>Adam Chapman</b>	<b>Stewarts Creek High School</b>	<b>Ultimate Frisbee</b>
<b>Kyle Tate</b>	<b>Oakland High School</b>	<b>Wrestling</b>
<b>Madeline Anderson</b>	<b>Thurman Francis Arts</b>	<b>Cheerleader</b>
<b>Michael Cook</b>	<b>Central Magnet</b>	<b>Archery</b>
<b>Jeffrey Hite</b>	<b>Wilson Elementary</b>	<b>Archery</b>
<b>Robert Taylor</b>	<b>Eagleville</b>	<b>Archery</b>
<b>David Harding</b>	<b>Rockvale Middle School</b>	<b>Baseball</b>
<b>Valanna Lyons</b>	<b>Oakland High School</b>	<b>Softball</b>
<b>Byron Smith</b>	<b>Blackman High School</b>	<b>Wrestling</b>
<b>Shawn Brown</b>	<b>LaVergne High School</b>	<b>Basketball/Girls</b>
<b>Briana Morrow</b>	<b>LaVergne High School</b>	<b>Basketball/Girls</b>
<b>Cedrick Walls</b>	<b>Whitworth Buchanan Middle</b>	<b>Baseball</b>
<b>Brian Summar</b>	<b>Central Magnet</b>	<b>Baseball</b>
<b>Jamie Arnold</b>	<b>Central Magnet</b>	<b>Basketball/Boys</b>

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

**Vote: All Yes**

## **5. VISITORS**

**Michael Harris addressed the Board regarding the Tan Oaks property. Natalie King spoke on lifting the mask mandate for schools. Barbara Dillman said a prayer for Rutherford County Schools and the School Board.**

## **6. RECOGNITION**

**Eagleville senior, Garren Hamby was selected by Gov. Bill Lee to serve as a student representative on the State Board of Education for the 2020-2021 school year. Garren is only the third student selected for this honor in the past six years. President and CEO of Saint Thomas Rutherford Hospital and president of Saint Thomas Regional Hospitals, Gordon Ferguson, conducted the recognition and pinning ceremony.**

## **7. VIRTUAL SCHOOL PRESENTATION**

**The Director of Schools started by thanking the Instruction Department for working so hard to start our Rutherford County Virtual School. Mr. Spurlock introduced Dr. Jessica Supakhan, who discussed briefly the enrollment, admission process, virtual platforms, courses and dual enrollment. Dr. Supakhan presented a proposal before the Board for the next scheduled Board Meeting of October 22, 2020, to select “The RCVS Trailblazers” as the Rutherford County Virtual School Mascot. Ms. Supakhan introduced Brenden Hart, a**



**10<sup>th</sup> grade student who submitted the mascot name. Jennifer Hart also spoke to the Board regarding the benefits of the virtual school for her student and family.**

**Dr. Sullivan gave the School Board a brief overview of where the RCVS began and the plans moving forward.**

#### **8. NAMING OF RIVERDALE HIGH SCHOOL STADIUM**

**Riverdale High School would like to name the Riverdale High School Football Stadium “Phil Watts Tomahawk Stadium” after Mr. Phil Watts. Coach Watts, as Riverdale Warriors know him, was the first head football coach of Riverdale High School when it opened in 1972. He coached from 1972-1983 with an 84-36-2 record and eight straight post season appearances. Former football players from this era continue to support the Riverdale football program in his honor. I think this speaks volumes of the influence that Coach Watts had on these former Riverdale High and Rutherford County Students**

**Motion made by Mrs. Maxwell, seconded by Mr. Estes to approve naming the Riverdale High School Football Stadium “Phil Watts Tomahawk Stadium” after Mr. Phil Watts as presented.**

**Vote: All Yes**

#### **9. RCS 2020-2021 CONTRACT ADDENDUM: UNCOVERED ROUTE PAYMENT**

**The Transportation Department is requesting to add an addendum to the bus contract to allow for Dead Head miles related to recent events and drivers opting out due to health or other reasons. The miles serve as an incentive to encourage drivers to pick up uncovered routes that would otherwise go without a bus. Currently, after following all protocols for coverage, but still needing to cover routes with existing staff, the Assistant Superintendent of Engineering and Construction and the Director of Transportation recommend paying Dead Head Miles. No additional funds will be needed since the budget for the routes is sufficient to include the increased mileage payments.**

**Motion made by Mrs. Bratton, seconded by Mrs. Johnson, to approve the Contract Amendment to allow the payment of Dead Head mileage as presented.**

**Vote: All Yes**

#### **10. US DEPARTMENT OF JUSTICE GRANT FOR APX RADIOS**

**RCS has been awarded a grant by the US Department of Justice to use funds to purchase Motorola APX trunking handheld radios for schools, and mobile units for buses. The county is providing each school with a base radio and one hand held radio. This grant will be used to outfit the remaining members of each school’s Crisis Response Team, the Director of Schools, Assistant Superintendent of Construction and Engineering, and Public Information Officer with radios. These radios have the ability**

**to communicate across the county and also the ability to speak directly with police, fire and EMS. Additional back up mobile radios will be provided for buses. Transportation has already been outfitted as of 7/20. This grant runs for 3 calendar years and requires 25% county participation.**

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve the US Department of Justice Grant for \$225,001.00 for Motorola APX Radios as presented.

**Vote: All Yes**

#### **11. RENEWAL OF STELLAR THERAPY SERVICES FOR MEDICAID REIMBURSEMENT CONTRACT**

**Health Services 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 \$25,722.06 (after fees) for nursing services provided for eligible students. We have been able to negotiate a lower service fee (dropped from 30% to 20%) for this next year.**

Motion made by Mrs. Bratton, seconded by Mrs. Johnson, to approve the Stellar Therapy Service Contract for Medicaid Claims processing/reimbursement as presented.

**Vote: All Yes**

#### **12. ESL AFTER-SCHOOL TUTORING SERVICE**

**The ESL Department will provide after-school tutoring services to be held remotely and/or at the ESL Center, funded completely by Title III funds. The rate of compensation will be \$22.18/hour and not to exceed \$10,000.**

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve the Rutherford County Schools Title III funded after-school tutoring as presented.

**Vote: All Yes**

#### **13. IMAGINE LEARNING**

**The ESL Department is requesting to purchase Imagine Learning, an online personalized learning system developed to help students acquire, develop, and strengthen the language skills necessary to fully participate in academic settings and prepare for college and career readiness. The total cost of Imagine Learning for the 2020-2021 school year is \$30,100 and will be funded through Title III funds.**

Motion made by Mrs. Bratton, seconded by Mr. Estes, to approve the purchase of Imagine Learning for \$30,100 through Title III funds for the 2020-2021 school year as presented.

**Vote: All Yes**

#### **14. CURRICULUM AND INSTRUCTION**

**The Curriculum and Instruction Department approved at the June 18<sup>th</sup> School Board Meeting to allocate approximately \$200,000 of Title II funds for Curriculum Leads for the 20-21 SY. The purpose of the Curriculum Leads is to develop the instructional capacity of teachers within our district to support the PLC process. The proposed allocation would support year two of the Curriculum Lead initiative. Focus areas for year two will include professional learning centered on blending in-person and virtual instruction, continued focus on standards-based instruction, leadership development, and solidification of Tier I instruction at all levels. Presented for approval are the names of the Curriculum Leads. Each school received a predetermined number of allocations based on grade band and school structure. Curriculum Leads will receive 80 dollars per session for up to 10 sessions.**

Motion made by Mr. Estes, seconded by Mrs. Bratton, to approve the Curriculum Lead allocations as present.

**Vote: All Yes**

#### **15. VOLUNTARY PRE-K AND HEAD START-FOR INFORMATION ONLY**

**Voluntary Pre-K and Head Start are entering into a partnership with up to 60 families who are identified as eligible based on Head Start eligibility requirements. This partnership will include but not be limited to educational supports, health screeners, mental health supports for trauma-based behaviors, professional development opportunities for VPK teachers and assistants, family support services for families identified in partnership slots and other support services. A rate of \$875 per eligible enrolled slot will be paid to Rutherford County Schools in monthly payments over the course of 9 months. Payment amount will depend on number of slots filled, not to exceed 60.**

#### **16. FACILITIES**

##### **1. Professional Construction and Design Related Services:**

**In the past Engineering and Construction has recommended Professional Services firms based on jobs or for a certain project. We would like to begin a process of yearly bringing these firms back for your information and approval. Most of these firms have been working with RCS for many years and have always done an excellent job. However, from time to time we have need for more than one firm for a particular area and would also like to recommend a couple in that category as well. The following firms are recommended for approval:**

**Geotechnical Investigation and Construction Material Testing**

**ECS Southeast, LLP**

**Collier Engineering**

**Surveying**

**Collier Engineering**

**Byrd Surveying**

**Brown Surveying**

**Huddleston-Steele**

**SEC, Inc.**

**Structural Steel Testing**

**Billy Melton**

**Civil Design**

**Barge Cauthen and Associates**

**SEC, Inc.**

**Huddleston-Steele**

**Architectural Design Services**

**Binkley Garcia Architecture and Interior Design**

**HVAC Design**

**Harpeth Park Engineering**

**IC Thomasson**

**Maynard Select**

Motion made by Mrs. Moore, seconded by Mrs. Maxwell, to approve the Professional Service Providers listed.

**Vote: All Yes**

**2. Siegel High School:**

**Principal Larry Creasy is requesting the CTE Department be allowed to purchase and place a 12' x 32' metal shed behind the green house at a cost of \$5,529.20. This will be at no cost to the Board. Engineering and Construction has reviewed this request and finds it acceptable.**

Motion made by Mrs. Bratton, seconded by Mrs. Johnson, to approve Siegel High's request for CTE to purchase a 12' x 32' metal shed at a cost of \$5,529.20 as presented. This will be at no cost to the Board.

**Vote: All Yes**

**3. Buchanan Elementary:**

**Principal Ashley Witt has requested to partner with Murfreesboro First United Methodist Church to provide a free Little Pantry service container. Engineering and Construction has reviewed the request and the location and find it acceptable. This venture will be at no cost to the Board.**

Motion made by Mrs. Maxwell, seconded by Mrs. Moore, to approve Buchanan Elementary's request to partner with Murfreesboro First United Methodist Church for the Little Pantry Project as presented at no cost to the Board.

**Vote: All Yes**

## **17. FINANCIAL MATTERS**

### **1. Fund 141 GPS Budget Amendment for FY 20-21 Safe School Grant**

**To Budget for the Revenue and Expenditures of the FY 2020-2021 Safe School Grant. This grant application was approved by the School Board at the September 3, 2020 Board Meeting and then awarded by the State Department of Education following School Board approval.**

Motion made by Mr. Estes, seconded by Mrs. Johnson, to approve the budget amendment for the FY 2020-2021 Safe Schools Grant that was approved by the Rutherford County School Board and the State Department of Education as presented.

**Vote: All Yes**

### **2. Resolution to Authorize an advance of funds in the amount of \$1,500,000 from the General-Purpose School Fund to the School Centralized Cafeteria Fund for Cash Flow purposes**

Motion made by Mrs. Moore, seconded by Mrs. Maxwell, to approve the Resolution to Authorize an advance of funds in the amount of \$1,500,000 from the General-Purpose School Fund to the School Centralized Cafeteria Fund for Cash Flow purposes as presented.

**Vote: All Yes**

### **3. Motion to Recommend an RCS School Board Member to serve on the Rutherford County Audit Committee**

**The Rutherford County Commission appoints members of the county's audit committee for two-year terms. According to the enabling county commission resolution that created the county audit committee, one of the committee members will be a member of the RCS School Board. The School Board needs to vote to recommend one of their members to serve on the county audit committee.**

Motion made by Mrs. Bratton, seconded by Mrs. Moore, to approve the recommended nomination for Mrs. Maxwell to serve on the county audit committee as presented.

**Vote: All Yes**

## **18. DIRECTOR'S GOALS FOR 2020-2021**

**The Director of Schools reviewed the District Goals for the 2020-2021 year. They are listed as follows:**

- 1. Rutherford County Schools will develop a Middle College Program within the school district. This will allow juniors and seniors to take classes and to develop opportunities to be recognized receiving their associate degree.**
- 2. Rutherford County Schools will recruit, retain and grow effective teachers. The goal is to maintain a retention rate of 90 percent or better. Currently we are at 91 percent for this past year.**
- 3. Rutherford County Schools will prepare graduates in College and Career Readiness by increasing the ready to graduate percentage from 48.1 percent to 50 percent or greater while maintaining a 95 percent graduation rate.**
- 4. Rutherford County Schools will seek to provide more CTE programs throughout the county which are aligned with industry certification. Several programs have been added already, such as Aviation, Health Service programs, MEP program and Biomedical.**
- 5. Rutherford County Schools will maintain a Level 5 in growth in grades 6-8 and 9-12 in both ELA and Math.**
- 6. Rutherford County Schools will engage stakeholders throughout the district in a series of virtual town hall meetings. During these meetings we will provide timely information that concerns our district. The goal is to inform, listen and develop partnerships with our parents and community. The next meeting is scheduled for September 30, 2020 and will be dedicated to all things distance learning.**

## **19. INSURANCE UPDATE**

**Dr. Anthony stated annual enrollment dates will begin on October 12, 2020 and end on November 2, 2020. They will send out additional information in packets through the mail. They also discussed the usage at our three sites which are located at Walter Hill, Stewarts Creek and Salem. These locations will also be open on Saturdays.**

## **20. DIRECTORS UPDATE**

**Mr. Spurlock congratulated Dr. Ash and Central Magnet School for being recognized as an Exemplary High-Performance School in the National Blue-Ribbon School for the 2020 school year by US Secretary Betsy DeVos.**

**The Director reviewed a breakdown of Covid-19 information, percentages and numbers. He also stated Rutherford County Schools follow the guidelines set forth by**

**the State Department of Health. The Director as well as Dr. Sullivan spoke on issues of state-wide assessments. Mr. Spurlock also discussed developing a plan to bring students back into schools starting preferably with elementary schools. He also stressed the importance of continuing to wear masks.**

**21. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE – No update at this time**

**22. FEDERAL RELATIONS NETWORK (FRN) UPDATE**

**Ms. Sharp spoke on Secretary DeVos suspending loan and interest payments until the end of the month. Also suspended were any garnishments related to student loans. There is still some discussion on loan forgiveness at this point.**

**23. GENERAL DISCUSSION**

**Mr. Lee addressed several issues on violations for the Tan Oaks Property.**

**Mr. Spurlock announced to parents, teachers and staff that a survey will be going out on Monday, September 28, 2020 regarding the mask mandate for schools. Mr. Evans gave some brief information regarding the survey.**

**Mrs. Maxwell spoke on restoring work sessions and meeting and the possibility of moving future Board meetings to 6 p.m. Mr. Young stated the initial decision was made due to the current times we are in and circumstances surrounding the pandemic. The goal was for the Board to do its Due Diligence in helping to cut back on costs for our school system. Mr. Young agreed the Board would monitor the need for future meetings and times.**

**Mrs. Johnson spoke on the mask mandate and the possibility for the board to commit to not revisit the mask mandate issue for the next 9 weeks in hopes that parents will be able to make decisions regarding distance learning and their families without the added concern of having to also remove or keep masks. Mr. Spurlock agreed.**

**The Director reminded the Board of the Orientation Meeting to be held on Friday, October 16, 2020 beginning at 11 a.m. until 4 p.m. for our new board members as well as any member who would like to attend.**

## **24. ADJOURNMENT**

**There being no further business, the meeting adjourned at approximately 6.27 P.M.**

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**Coy Young, Board Chairman**

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**Date**

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**Bill C. Spurlock, Director of Schools**

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**Date**



## FACILITIES USE

October 22, 2020

### Fees

Blackman High	Murfreesboro Soccer Club, youth practices and games and tournament, 11/14/20, gym and fields, \$290 for gym and \$400 for field, <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Oakland High	Murfreesboro Soccer Club, youth practices and games, 12/1/20-2-28/21, indoor facility and fields, \$150/game & \$1725 (@ \$115/hr x 15hrs/wk), <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Oakland High	Liga Latino America, adult indoor soccer league, 10/22/20-3/30/21 Saturdays 5-11pm/Sundays 8am-7pm, indoor facility, \$1955/wk, <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Riverdale	Tn Thunder, travel ball practice, 10/22/20-12/31/20 Tu/Th 6-8pm, ball field, \$18/hr, <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Rock Springs Elementary	Universal Sports League, basketball season, 11/30/20-3/13/21, gym, \$18/hr (\$3240), <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Siegel High	The Dancer's School, dance performances, 6/2/21-6/5/21, 3 classrooms and the auditorium, \$1320, <b><i>*subject to COVID-19 restrictions and updates.</i></b>

### No Fees

Rockvale Middle	Girl Scouts, delivery site, 10/17/20, parking lot, no fee with In-Kind Agreement, <b><i>*subject to COVID-19 restrictions and updates.</i></b>
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Rocky Fork Elementary	Smyrna Jr. Basketball League, youth basketball season, 11/16/20-3/20/21 M-Sa, gym, no fee with In-Kind Agreement, <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Siegel High	Stars Wrestling Club, wrestling, 10/22/20-10/22/21 M-F 5-8pm, cafeteria, no fee, <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Stewartsboro	Smyrna Jr. Basketball League, youth basketball season, 11/16/20-3/20/21 M-Sa, gym, no fee with In-Kind Agreement, <b><i>*subject to COVID-19 restrictions and updates.</i></b>
Thurman Francis	Smyrna Jr. Basketball League, youth basketball season, 11/1/20-3/31/21 W/F/Sa, gym, no fee with In-Kind Agreement, <b><i>*subject to COVID-19 restrictions and updates.</i></b>

Note: Facility use for 10/22/20 has been granted pending Board action. The COVID-19 CDC approved recommendations were reviewed by the requestor. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

## AGREEMENT FOR CONSULTING SERVICES

This agreement is an understanding between **aha! Process, Inc.** and Smyrna Primary School/Rutherford County Schools regarding a workshop/training program.

**CONSULTANT:** Rickey Frierson

**CLIENT:** Smyrna Primary School/Rutherford County Schools

**CLIENT CONTACT:** Cindy Taylor

**DATES:** January 4, 2021

**TIME:** 8:00 a.m. – 3:00 p.m.  
Timeframes different from those specified must be approved.

**CONSULTING SERVICE:** *Emotional Poverty Online Webinar*

**FEE:** \$3,500.00 (Three Thousand Five Hundred Dollars) per day all inclusive of travel expenses plus \$21.00 each for 52 copies of the book *Emotional Poverty*. Material total is \$1,179.36 (One Thousand One Hundred Seventy-Nine Dollars and Thirty-Six Cents). **Contract total is \$4,679.36 (Four Thousand Six Hundred Seventy-Nine Dollars and Thirty-Six Cents).**

**VIDEOTAPING/AUDIOTAPING:** Videotaping is not allowed; audio taping by an individual for personal use, but not for commercial use, is permitted.

**COPYRIGHTED MATERIAL:** **aha! Process, Inc.** retains all the rights and privileges associated with their copyrighted materials, books, and intellectual property related to this workshop.

**LIMITATION OF LIABILITY:** **aha! Process, Inc.** will provide the designated Consultant or another qualified **aha! Process, Inc.** Consultant if the designated Consultant is unavailable for any reason. In the event performance by **aha! Process, Inc.** or the Consultant hereunder is delayed or prevented by Acts of God, travel delay or cancellation, power outages, strikes or labor actions, illness or other matters outside their control, such performance will be excused during the continuance of such event, and **aha! Process, Inc.** and the Consultant will work with the Client to reschedule the workshop, or any portion of the workshop which has been delayed, to a mutually convenient date.

**CANCELLATION FEE:**

If signed contract is not returned from client 60 days from contracted date, aha! Process has the right to cancel the workshop. If the contract is cancelled 60 days or less prior to the workshop, payment in the full amount of \$3,500.00 will be required as well as the cost of the books and shipping charges if they are not returned in the same condition as received.

**BOOK RETURN POLICY:**

There will be a \$25.00 restock fee charged for the return of books sold at the Promotional Rate. Client will be responsible for returning the books to aha! Process, Inc. within 60 days of the workshop date. Books must be returned in the same condition as received. To request a Return Form call 1-800-424-9484 or send email to [ggibson@ahaprocess.com](mailto:ggibson@ahaprocess.com).

**PAYMENT:**

Due to aha! Process, Inc. within 30 days from date of invoice after workshop. Method of Payment: Check or ACH.

**HANDOUTS:**

The training handout file, copyrighted to aha! Process, is to be used for the sole purpose of the professional development you have contracted with us. These handouts are intended for use by those attending the workshop provided by aha! Process. Distributing this document outside the scope of the training purpose is prohibited.

*Paula R. Mejia*

aha! Representative Signature

September 15, 2020

Date

Client Signature

Date

Purchase Order #:

## **CLINICAL AFFILIATION AGREEMENT**

**THIS CLINICAL AFFILIATION AGREEMENT** ("Agreement") is hereby made and entered into as of October 1st, 2020, by and between Lipscomb University, a Tennessee nonprofit corporation ("Lipscomb"), and Rutherford County Schools ("Facility").

### **WITNESSETH:**

**WHEREAS**, Lipscomb desires to provide students enrolled in the School of Nursing of Lipscomb's College of Pharmacy and Health Sciences (the "Students") with the opportunity to experience quality clinical training and education at the Facility (the "Program"); and

**WHEREAS**, Facility has the expertise and facilities necessary to provide clinical training and education for the Students;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and conditions contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Lipscomb and Facility hereby agree as follows:

#### **1. Obligations and Rights of Facility.**

- a. Facility shall provide for the Program appropriate personnel who are qualified to provide suitable clinical learning experience and supervision consistent with the Program's curriculum and objectives in accordance with Lipscomb's academic calendar. Facility shall also furnish the premises, services and all other items necessary for the Program.
- b. Facility shall designate the appropriate personnel to coordinate the Students' clinical experience in the Program, and provide Lipscomb with the names, qualifications and contact information of such personnel or any replacement or substitution thereof; provided, however, that such personnel must be reasonably acceptable to Lipscomb. Facility shall cause its personnel to work with Lipscomb faculty and staff to assign Students to specific clinical experiences, and include the Students in selected conferences, clinics, courses and programs conducted under the direction of Facility. The parties acknowledge and agree that in no case shall any Student in a learning situation replace Facility's personnel.
- c. Prior to the commencement of the Program, Facility shall submit to Lipscomb the name and professional and academic credentials of the individual that Facility proposes to serve as the coordinator for the Students' education/experience in the Program and to serve as Facility's liaison with Lipscomb with respect to the Program. Lipscomb shall promptly notify Facility of Lipscomb's approval or disapproval of such person. Facility acknowledges and agrees that no person shall serve as Facility's coordinator and liaison for the Program without prior approval of Lipscomb. In the event that any such coordinator and liaison becomes unacceptable and Lipscomb notifies Facility of such disapproval, Facility will appoint another person in accordance with the terms of this paragraph.
- d. Facility shall submit to Lipscomb a confidential evaluation of each Student's progress based upon his or her performance in the Program. Lipscomb shall provide or approve in advance the format for any such evaluation.

- e. Facility shall assign each Student to one or more supervisors who shall be responsible for such Student's clinical education and provide appropriate instruction.
- f. Facility shall provide each Student with any necessary or appropriate instruction regarding procedures that may involve specialty areas of Facility and use of any necessary or appropriate equipment.
- g. During the term of this Agreement, Facility shall permit, upon reasonable advance notice, the inspection of Facility and the Program by Lipscomb's personnel and/or any agencies charged with accreditation of Lipscomb; provided, however, that no such inspection shall unreasonably interfere with Facility's business.
- h. Facility shall have the right to recommend to Lipscomb the withdrawal or dismissal of a Student from participation in the Program if: (i) the achievement, progress, performance or health of the Student does not warrant continuation; or (ii) the behavior of the Student fails to conform to the applicable requirements of Facility. Facility shall send to Lipscomb written notification of such recommendation, including the reason of the recommendation, and will assist Lipscomb, if necessary, in implementing any such recommendation.
- i. Facility shall maintain, at its own cost and expense, professional liability insurance covering each of its employees providing clinical training or education in the Program in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Facility shall provide proof of such insurance to Lipscomb upon request.
- j. Facility shall provide all equipment and supplies needed for clinical instruction in the Program at Facility.
- k. Facility shall provide emergency care in case of illness or accident to any Student; provided, however, that the parties acknowledge and agree that any such Student will be financially responsible for any emergency treatment provided by the Facility.
- l. Facility shall provide to Lipscomb and all Students a copy of the current rules and policies of Facility to be followed by the Students and Lipscomb personnel in connection with the Program. Facility shall provide appropriate orientation to the Students and applicable Lipscomb faculty and staff members and advise them of all applicable policies, rules and regulations.

## 2. **Obligations and Rights of Lipscomb.**

- a. Lipscomb shall provide advance notice to the Facility if any Students participating in the Program have special needs.
- b. Lipscomb shall determine the eligibility of Students to participate in the Program, based on fulfilling the prerequisites therefor, and shall designate the Students to participate in the Program during each academic term. Lipscomb shall provide reasonable advance notice to Facility of the number of Students who will participate in the Program during each academic term. Notwithstanding the foregoing, Lipscomb shall ensure that each Student has completed all necessary prerequisites before beginning the Program.

- c. Lipscomb shall designate a member of Lipscomb's faculty or staff to coordinate scheduling with Students and Facility's appropriate personnel, visit the Facility, provide course information and objectives to Facility's appropriate personnel and assist in resolving problems and difficulties which may arise. Lipscomb shall provide Facility with the name and contact information for such designee.
- d. Lipscomb may make a copy of this agreement available to each Student participating in the Program.
- e. Lipscomb shall maintain, at its own cost and expense, professional liability insurance covering each Student in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Lipscomb shall provide proof of such insurance to Facility upon request. Lipscomb shall cause each Student to provide medical insurance or other financial means to cover the Student as to expenses which may arise as a result of illness or injury occasioned during the Student's participation in the Program.
- f. Lipscomb shall ensure that, prior to participating in the Program, each Student has received proper education and training regarding the use, disclosure and confidentiality of Protected Health Information under applicable federal and state medical privacy and confidentiality laws, including, but not limited to, the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records at 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), the Health Information Technology Act of 2009 ("HITECH Act"), any current and future regulations promulgated under HIPAA or the HITECH Act (HIPAA, HITECH Act and any current and future regulations promulgated under either are referred to as the "HIPAA Rules"), and any applicable state or local laws. As used herein, "Protected Health Information" shall have the meaning ascribed to such term in the HIPAA Rules.
- g. Lipscomb shall ensure that, prior to participating in the Program, each Student has received proper education and training regarding bloodborne pathogens.
- h. Lipscomb shall inform Students that any material prepared for publication relating to their clinical experience must receive prior written approval by Lipscomb and Facility and must not include any Protected Health Information.
- i. Lipscomb shall withdraw and dismiss a Student from the Program if, after consultation with Facility, Lipscomb determines such action to be warranted, subject to and consistent with Lipscomb's policies and procedures. Notwithstanding the foregoing, Facility shall retain the right at all times and in its sole discretion to safeguard the health, safety and welfare of its patients and operations.
- j. In consultation with Facility, Lipscomb shall plan and oversee the educational program for Students' clinical experiences. Lipscomb shall have sole responsibility for the curriculum provided to the Students at the Facility.
- k. At least annually, Lipscomb shall provide Facility with a description of the Program, curriculum and objectives to be achieved at Facility, and the academic calendar of Lipscomb.
- l. Lipscomb shall cause all Students and appropriate Lipscomb personnel to abide by the rules and policies of Facility in connection with the Program and to conduct themselves in a

professional manner such that their attire and appearance conform to the accepted standards of Facility.

- m. Upon the Facility's advance request, Lipscomb shall cause all Students and appropriate Lipscomb personnel to be certified in basic life support health care provider CPR through the American Heart Association.
- n. Lipscomb shall ensure that, prior to participating in the Program, all Students and appropriate Lipscomb personnel have received the following (or provide an appropriate waiver thereof in accordance with applicable law):
  - i. Measles, mumps and rubella vaccination;
  - ii. Varicella vaccination;
  - iii. Hepatitis B vaccination; and
  - iv. Initial two-step tuberculin skin test given two weeks apart or clear chest x-ray within one year of commencement of Program.

### 3. **Mutual Obligations and Rights.**

- a. The parties shall mutually agree upon the Students who will participate in the Program, including the number of Students, their schedules, their responsibilities and the availability of the Facility; provided, however, that Lipscomb shall be responsible for developing and carrying out procedures for selecting Students for admission in the Program.
- b. The parties acknowledge and agree that the clinical education of the Students shall complement the service and educational activities of the Facility; provided, however, that no Students shall be used in lieu of Facility's professional or staff personnel and all Students shall be under the supervision of a clinical faculty reasonably acceptable to Lipscomb.
- c. The parties acknowledge and agree that it shall be the sole responsibility of each Student to provide housing and transportation to and from the Facility for the Student's participation in the Program.
- d. Upon Lipscomb's reasonable request and subject to Facility's rules and policies, Facility shall permit Lipscomb faculty to observe and/or videotape and record Students' clinical experience in the Program; provided, however, that Lipscomb shall keep strictly confidential all information in such experience in accordance with applicable rules and regulations.
- e. Each party shall perform, and cause its employees and agents to perform, its obligations hereunder in compliance with all applicable federal, state and local laws, rules and regulations, including, without limitation, HIPAA Rules, Title IX of the Education Amendments of 1972, Titles VI and VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967 and the Age Discrimination Act of 1975. Each party covenants that it will not unlawfully discriminate against any individual including, but not limited to,



employees or applicants for employment and/or students on the basis of race, religion, creed, color, sex, age, disability, veteran status or national origin.

- f. The parties acknowledge and agree that the Student's educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that a Student's permission generally must be obtained before releasing educational records to anyone other than Lipscomb. Lipscomb agrees to provide guidance to Facility with respect to complying with FERPA.
- g. Each party reserves the right to withhold the participation of any Students in the Program, depending upon the availability of their respective facilities and personnel to adequately provide an appropriate clinical experience.
- h. The parties acknowledge and agree that all medical records and case histories of patients treated by or at Facility shall be kept at Facility and shall be the property of Facility. Facility shall provide Lipscomb with access to such medical records only with prior written consent of the applicable patient, subject to Lipscomb's policies and applicable law. Notwithstanding the foregoing, however, Lipscomb may review redacted treatment/progress notes taken by any Student for purposes of Student evaluations, subject to Facility's approval of such notes.

#### **4. Term and Termination.**

- a. This Agreement shall be for a term of 3 years, beginning on October 1, 2020 and ending on June 30, 2023. This Agreement may be renewed upon written agreement of both parties.
- b. This Agreement may be terminated by either party for any reason upon 60 days' written notice, at which time this Agreement shall terminate without prejudice to the rights of the parties. Notwithstanding the foregoing, any Students currently enrolled in the Program at the Facility at the time of any notice of termination shall be permitted to complete their Program at Facility, provided that such completion does not require a period in excess of six months.

#### **5. Indemnification.**

- a. Facility shall indemnify, defend and hold harmless Lipscomb and its trustees, officers, employees, agents, successors and permitted assigns, from and against any and all liability, loss, damage, cause of action, suit, claim or judgment including, without limitation, reasonable attorneys' fees, as a result of or arising from the willful, fraudulent or grossly negligent acts or omissions of Facility or its employees or agents.
- b. Lipscomb shall indemnify, defend and hold harmless Facility and its directors, officers, employees, agents, successors and permitted assigns, from and against any and all liability, loss, damage, cause of action, suit, claim or judgment including, without limitation, reasonable attorneys' fees, as a result of or arising from the willful, fraudulent or grossly negligent acts or omissions of Lipscomb or its employees or agents.

- 6. **Students.** The parties acknowledge and agree that the Students shall not be deemed employees, agents or representatives of Facility, and are not entitled to monetary compensation or employee benefits, including worker's compensation benefits of Facility.

7. **Confidentiality.** Each party agrees to hold any and all Confidential Information (as hereinafter defined) in the strictest confidence, whether or not particular portions or aspects thereof may also be available from other sources, and not to disclose any Confidential Information to any third party without the prior written consent of the other party. Each party shall use Confidential Information solely for the purpose of performance under this Agreement and shall disseminate Confidential Information only to those of its employees and agents requiring access to Confidential Information for purposes of such performance and who are made aware of the confidentiality obligations set forth in this Agreement and agree to be bound thereby. For purposes of this Agreement, "Confidential Information" shall mean any and all confidential, proprietary, trade secret, or non-public information of or about either party, including its business practices, clients, know-how, business methods, financial data, and any other similar or analogous information.
8. **Use of Name or Likeness.** Each party agrees it will not use the other party's name, likeness, marks or logos in any advertising, promotional material, press release, publication, public announcement, or through other media written or oral without the prior written consent of such party.
9. **Miscellaneous.**
  - a. **Authority; Binding Agreement.** Each party hereto represents that (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization; (ii) it has the power and authority to enter into this Agreement and to provide the services under this Agreement in a manner consistent with all applicable state and federal laws, rules and regulations; (iii) this Agreement constitutes the valid and legally binding obligation of such party, enforceable in accordance with its terms and conditions; and (iv) the individual executing this Agreement on behalf of or as a representative for such party is duly authorized to execute and deliver this Agreement on behalf of such party.
  - b. **Relationship of Parties.** Each party hereto is an independent party. Nothing in this Agreement shall be construed to make any party hereto an agent, employee, franchisee, joint venturer, partner or legal representative of the other party.
  - c. **No Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the parties hereto and nothing herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary rights or status on any person or entity not a party to this Agreement.
  - d. **Notice.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as follows:

LIPSCOMB:

Lipscomb University  
School of Nursing  
One University Park Drive  
Nashville, TN 37204-3951  
Attn: Executive Director, School of Nursing

with a copy to: Lipscomb University  
One University Park Drive  
Nashville, Tennessee 37204-3951  
Attn: General Counsel  
Email: david.wilson@lipscomb.edu

FACILITY: Rutherford County Schools  
2240 Southpark Drive  
Murfreesboro, TN 37128  
Attn: Sarah Winters  
Email: winterssa@rcschools.net

- e. **Entire Agreement.** With respect to the subject matter of this Agreement, this Agreement constitutes the entire agreement between the parties. Each party acknowledges that, in entering into and executing this Agreement, it relied solely upon the representations and agreements contained in this Agreement and no others.
- f. **Amendment.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party thereto.
- g. **Assignment.** Neither this Agreement nor any interest herein may be assigned or transferred in whole or in part by either party without obtaining the prior written consent of the other party. Subject to such restrictions against transfer or assignment, the provisions of this Agreement shall inure to the benefit of and shall be binding on the successors and assigns of each of the parties hereto.
- h. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- i. **Waiver.** Any waiver of any term and condition of this Agreement must be in writing and signed by the party against whom it is sought to be asserted. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any other provision hereof or of any subsequent or continuing breach of the same or another provision hereof. No failure, neglect or delay on the part of either party in exercising any right hereunder will be deemed a waiver thereof and shall not affect such party's right to enforce such right, nor will any single or partial exercise preclude any further or other exercise of such or any other right.
- j. **Governing Law and Jurisdiction.** This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Tennessee, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Tennessee. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts without regard to choice of law principles, and agrees that such courts shall be exclusive forum for any

legal actions brought in connection with this Agreement or the relationships among the parties hereto.

- k. **Costs of Enforcement.** If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorneys' fees.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- m. **Construction.** The section headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provisions of this Agreement. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural. This Agreement has been prepared on the basis of mutual understanding of the parties and shall not be construed against either party by reason of such party's being the drafter hereof.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the authorized representatives of the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

**LIPSCOMB UNIVERSITY**

By: \_\_\_\_\_  
W. Craig Bledsoe, Provost

**RUTHERFORD COUNTY SCHOOLS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### Bid # 3491 - Walkway Canopy Cover

Item #	Description	Home Building Products	Tennessee Valley Metals
1	Pr Sq Ft Cost \$ _____ for .025 Flat pan canopy attached, ____' projection X ____' wide (max. 12' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 8' height clearance per square foot	\$ 10.50	\$ 32.94
2	Pr Sq Ft Cost \$ _____ for .025 Flat pan canopy attached, ____' projection X ____' wide (max. 12' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 10' height clearance per square foot	\$ 10.95	\$ 33.21
3	Pr Sq Ft Cost \$ _____ for .032 Flat pan canopy attached, ____' projection X ____' wide (max. 14' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 8' height clearance per square foot	\$ 11.17	\$ 34.96
4	Pr Sq Ft Cost \$ _____ for .032 Flat pan canopy attached, ____' projection X ____' wide (max. 14' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 10' height clearance per square foot	\$ 11.62	\$ 35.25
5	Pr Sq Ft Cost \$ _____ for .025 Flat pan freestanding canopy ____' projection X ____' wide (max. 12' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 8' height clearance per square foot	\$ 13.95	\$ 35.43
6	Pr Sq Ft Cost \$ _____ for .025 Flat pan freestanding canopy ____' projection X ____' wide (max. 12' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 10' height clearance per square foot	\$ 14.40	\$ 36.02
7	Pr Sq Ft Cost \$ _____ for .032 Flat pan freestanding canopy ____' projection X ____' wide (max. 14' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 8' height clearance per square foot	\$ 14.62	\$ 36.42
8	Pr Sq Ft Cost \$ _____ for .032 Flat pan freestanding canopy ____' projection X ____' wide (max. 14' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 10' height clearance per square foot	\$ 15.07	\$ 37.01
9	Cost Pr Post \$ _____ Add for digging hole for concrete around post. Post must be a minimum of 18" deep in the ground.	\$ 30.00	\$ 50.00
10	Cost Pr Lft \$ _____ Add for 2" x 3" downspout	\$ 1.85	\$ 1.25

Mailed to 8 vendors

6 vendors did not respond

Recommend: Motion to award to Home Building Products for overall lowest and best bid.

To be funded through Maintenance, GP, and CP Funds

### Bid # 3492 - Concrete

Item #	Description	Jarrett Builders	Pavement Restorations	Sessions Paving	Summit Concrete
1	Cost Pr. Sq. Ft from 0 -250 Sq. Ft.	\$ 16.00	\$ 14.00	\$ 15.00	\$ 12.00
2	Cost Pr. Sq. Ft from 251- 500 Sq. Ft.	\$ 11.00	\$ 13.50	\$ 14.00	\$ 10.00
3	Cost Pr. Sq. Ft from 501 Sq. Ft. and up.	\$ 9.00	\$ 13.50	\$ 12.00	\$ 8.00
4	Cost Pr. Sq. Ft. For demo of 0 - 6" of concrete/Asphalt.	\$ 2.00	\$ 4.00	\$ 5.00	\$ 4.00
5	Cost Pr. Sq. Ft. For demo of 7" and up of concrete/Asphalt.	\$ 4.00	\$ 7.00	\$ 7.00	\$ 7.00

Mailed to 15 vendors  
11 vendors did not respond

Recommend: Motion to award to Summit Concrete for overall lowest and best bid.

To be funded through GP and CP Funds



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

September 1, 2020

Superintendent Bill Spurlock  
Rutherford County School Board  
2240 Southpark Dr.

Murfreesboro, TN 37128

Re: COPS Office School Violence Prevention Program Award #2020SVWX0110  
ORI#: TN93029

Dear Superintendent Spurlock:

Congratulations on your agency's award for \$225,001.00 in federal funds over a three-year award period under the 2020 COPS Office School Violence Prevention Program (SVPP). The local cash match required for this award will be \$75,000.00. Your agency may use SVPP award funds to improve security at schools and on school grounds within your jurisdiction through evidence-based school safety programs.

A list of conditions that apply to your award is included in the SVPP Award Terms and Conditions in your award package. If applicable to your agency, Additional Award Notifications are included at the end of this letter and are incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions because of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document must be signed electronically via the Account Access tab in the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov).**

The awarded Government Executive/Financial Officer (GE/FO) will need to establish an electronic signature in NexGen in order to electronically sign important documents in the grant management process and accept the award. Please contact the COPS Office Response Center at 800-421-6770 or send an email to [askCopsRC@usdoj.gov](mailto:askCopsRC@usdoj.gov) to learn more about the award acceptance process and establish e-signatures.

Please note that the Account Access tab will link to additional award acceptance guidance after September 22, 2020. After this date, the NexGen Agency Portal Login will also no longer be available.

Recipients that have not signed the award document prior to September 22, 2020, will be required to complete the award acceptance process and all future award management activities in the Department of Justice's [Justice Grants System \(JustGrants\)](#) which will launch on October 15, 2020. To accommodate this transition, the COPS Office has extended the award acceptance period from 45 to 65 days from the date of this letter.

The official award start date is 09/01/2020. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as the COPS Office may not have approved some of your requested items during the budget review process. The FCM will specify the final award amount and will identify any disallowed costs.

Supplemental materials for FY 2020 SVPP award recipients can be found at <https://cops.usdoj.gov/svpp>. We strongly encourage you to visit this site as soon as possible to access a

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING



U.S. Department of Justice  
*Office of Community Oriented Policing Services*

**2020 COPS Office School Violence Prevention Program (SVPP)  
Award Terms and Conditions**

By signing the Award Document to accept this COPS Office **School Violence Prevention Program (SVPP)** award, your agency agrees to abide by the following award terms and conditions:

**1. Award Owner's Manual.** The recipient agrees to comply with the terms and conditions in the applicable 2020 COPS Office Program Award Owner's Manual; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.); the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

**2. Assurances and Certifications.** The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

**3. Allowable Costs.** The funding under this award is for the payment of approved costs for SVPP purposes. The allowable costs approved for your agency's award are limited to those listed in the Financial Clearance Memorandum (FCM), which is included in your agency's award package. The FCM specifies the costs that your agency is allowed to fund with your award. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the FCM.

**4. Comprehensive School Safety Assessments.** Recipients awarded funding through the SVPP must conduct comprehensive school safety assessments for all schools involved in the funded project within 12 months of accepting the award. The assessments should be completed as soon as possible as they can be used as strategic evaluation tools to identify school safety issues and potential resolutions. This condition can be waived for recipients that can demonstrate that comprehensive school safety assessments have already been performed or updated within the previous three years for the affected schools. The COPS Office will monitor SVPP grants to ensure that recipients comply with this condition.

**5. Extensions.** Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. § 200.308(d)(2).

**6. Modifications.** Award modifications under the SVPP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, all modification requests involving new budget items or any budget modification that changes the scope of the project requires prior written approval by the COPS Office prior to their implementation. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

**7. Information Sharing with Law Enforcement.** Recipients are required to ensure that schools within their jurisdiction share school threat information and data with the appropriate local law enforcement agencies. In order to ensure that first responders have adequate familiarity with school-specific safety features and

may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

**11. Equal Employment Opportunity Plan (EEOP).** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

**12. False Statements.** False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**13. Duplicative Funding.** The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

**14. Additional High-Risk Recipient Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.207.

**15. System for Award Management (SAM) and Universal Identifier Requirements.** The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. *Requirement for System for Award Management*

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. *Requirement for unique entity identifier*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

*a. Reporting of first-tier subawards.*

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
  - i. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.**

You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

*b. Reporting Total Compensation of Recipient Executives.*

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —
  - i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, you received —
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
2. **Where and when to report.** You must report executive total

**e. Definitions.** For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. Part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
  - i. *Salary and bonus.*
  - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all

or agency authorized to receive such information. *Consolidated Appropriations Act, 2020, Public Law 116-93, Division C, Title VII, Section 742.*

**24. Recipient Integrity and Performance Matters.** For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

**A. Reporting of Matters Related to Recipient Integrity and Performance**

**1. General Reporting Requirement**

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**2. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**25. Computer Network Requirement.** The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. *Consolidated Appropriations Act, 2020, Public Law 116-93, Division B, Title V, Section 527.*

**26. Travel Costs.** Travel costs for transportation, lodging and subsistence, and related items are allowable under the SVPP with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.474.

**27. Sole Source Justification.** Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.324(b)(2).

**28. Public Release Information.** The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, reports, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

*"This project was supported, in whole or in part, by federal award 2020SVWX0110 awarded to Rutherford County School Board by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.*

*The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."*

**29. Criminal Intelligence Systems.** Recipients using award funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. By signing the Reviews and Certifications in the application, the recipient assured the COPS Office that it will comply with the requirements of 28 C.F.R. Part 23.

**30. State Information Technology Point of Contact.** The recipient agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any technology or information-sharing project funded by this award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

**31. News Media.** The recipient agrees to comply with the COPS Office policy on contact with the news media. The





U.S. DEPARTMENT OF JUSTICE  
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
145 N Street, NE, Washington, D.C. 20530

**COPS**

### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment Special Condition**

By signing the Award Document to accept this award, the recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR § 200.216.

Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232



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## Financial Clearance Memorandum

### *COPS Office School Violence Prevention Program (SVPP)*

To: Superintendent Spurlock

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions/Adjustments are noted below.

ORI#: TN93029 Award #: 2020SVWX0110

Budget Category	Proposed	Approved	Change
B. Civilian and Non-Sworn Personnel	\$0.00	\$0.00	\$0.00
C. Equipment and Technology	\$300,000.70	\$0.00	-\$300,000.70
D. Supplies	\$0.00	\$300,000.70	\$300,000.70
E. Travel, Training, and Conferences	\$0.00	\$0.00	\$0.00
F. Contracts and Consultants	\$0.00	\$0.00	\$0.00
G. Other Costs	\$0.00	\$0.00	\$0.00
H. Indirect Costs	\$0.00	\$0.00	\$0.00

#### **B. Civilian and Non-Sworn Personnel**

Item	Cost	Qty	Total	Change	Reason
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#### **C. Equipment and Technology**

Item	Cost	Qty	Total	Change	Reason
MOTOROLA APX4500 RADIO	\$0.00	0	\$0.00	-\$45,400.20	• Incorrect budget category
MOTOROLA APX9000 RADIO	\$0.00	0	\$0.00	\$254,600.50	• Incorrect budget category



**AGREEMENT FOR SPONSORSHIP AND ADVERTISING  
BETWEEN  
MIDDLE TENNESSEE STATE UNIVERSITY  
AND  
THE RUTHERFORD COUNTY SCHOOL DISTRICT**

This Agreement is made between Middle Tennessee State University ("MTSU") and the Rutherford County School District ("District") for MTSU sponsorship and advertising at high schools in the Rutherford County school system.

**WHEREAS**, MTSU desires to be a sponsor of activities and place advertising for MTSU in various locations at high schools in the Rutherford County school system; and

**WHEREAS**, the District desires to authorize high schools within its jurisdiction to accept such sponsorship and advertising.

**NOW THEREFORE**, in consideration of the mutual promises and agreements contained herein, the District and MTSU agree as follows:

This Agreement provides the terms and conditions under which MTSU will provide funding to high schools in the Rutherford County school system to serve as a sponsor of activities and to place advertising for MTSU at various locations as agreed by each high school. Under this Agreement, the District authorizes the high schools to accept such sponsorship and advertising. High schools will be authorized to accept sponsorship and advertising by use of the Form attached to this Agreement as Attachment A. Each completed Form shall be subject to the terms and conditions of this Agreement.

- A. Sponsorship and Advertising. MTSU work with high schools to agree upon and complete the Attachment A Form to provide for MTSU funding for sponsorship of high school activities and advertisement for MTSU at high schools.
1. Under each completed Attachment A, MTSU will agree to pay to the high school a sponsorship fee, which will entitle MTSU to certain recognition and the display of signage, as specified in Attachment A.
  2. Attachment A will detail the type and placement of signage and the rights and obligations of the school and MTSU with regard to the signage. Such detail may include, but shall not be limited to, creation and installation of the signage, whether any portion of the sponsorship fee is to be used for any specific purpose, such as purchase of a scoreboard including any specifications required for the scoreboard, and whether sponsorship rights and/or signage rights will be exclusive.
  3. Attachment A will set out the total sponsorship fee to be paid to the school, when and how the fee is to be paid, and the term of the sponsorship and advertising rights and how they may be terminated. Attachment A may also provide MTSU a renewal option under terms as may be agreed between the school and MTSU at the time of exercise of the option.

4. Attachment A will also specify any other rights or duties of MTSU and the high school.

**B. Term and Termination.**

1. The term of this Agreement shall be from the date of last signature below until the expiration of the last Attachment A providing for sponsorship and advertisement under this Agreement.
2. This Agreement may be terminated as follows:

MTSU may terminate this Agreement upon thirty (30) days' prior written notice. MTSU will be responsible for notifying each high school with a current Attachment A in place. MTSU will be responsible for the cost and removal of its signage, unless otherwise agreed between MTSU and the school.

Each school with a current Attachment A in place may terminate its Attachment A upon thirty (30) days' prior written notice to MTSU. A portion of any sponsorship payments made to school by MTSU shall be repaid to MTSU by school; the fees to be repaid shall be calculated by dividing the payment made by MTSU by the number of years of the term of the Attachment A and multiplying the resulting figure by the number of years of the term that would extend beyond the year of termination had the Attachment A not been terminated.

**C. Other Terms.**

1. This Agreement shall be governed by Tennessee law, including the specific rights of the parties as Tennessee governmental entities.
2. The parties agree to comply with any applicable federal, state, and local laws and regulations, including such laws and regulations pertaining to non-discrimination.

In witness thereof, the parties have by their duly authorized representatives set their signatures below.

**RUTHERFORD COUNTY SCHOOL DISTRICT**

**MIDDLE TENNESSEE STATE UNIVERSITY**

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Alan Thomas, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT A Form

This Form, Attachment A to the Agreement for Sponsorship and Advertising between Middle Tennessee State University ("MTSU") and the Rutherford County School District ("District") is to set out the specific rights and obligations of Middle Tennessee State University ("MTSU") and Eagleville High School (EHS), which is a high school in the District, with regard to MTSU sponsorship of School activities and placement of advertising for MTSU at School. This Attachment A is subject to the terms and conditions of the Sponsorship and Advertising Agreement between MTSU and the District, to which it is attached.

### 1. Sponsorship payment and rights.

Total amount to be paid, schedule, and instructions for payment:

For a total contract of \$25,000 to be paid to Eagleville High School according to the following schedule:

- \$5000 – due October 1, 2020 following final agreement on the contract terms
- \$5000 -- due August 1, 2021
- \$5000 – due August 1, 2022
- \$5000 – due August 1, 2023
- \$5000 – due August 1, 2024

Sponsorship rights of MTSU - right to advertise for MTSU in the following location(s), any specific signage requirements, and any other recognition of MTSU as sponsor:

Signage provided by MTSU will be displayed from its installation by October, 2020 until July 30, 2025. The exact sizes will be determined by Eagleville High School based on the agreed upon locations and approximate sizes.

- Football Field below scoreboard; image area marked on attached photograph.
- New Gym – One of two options indicated on photographs; Either below the projection screen comparably sized to the existing Smitty Auction sign or on the other end of the gym as indicated on the photograph approximately sized to the Basketball Business Sponsor sign.
- Old Gym – as indicated on the photograph between the two basketball goals across from the stands; Approximate location and size marked.
- Lunch Room – on the wall between the Eagle Nation Bank and the Eagle Nation store. Approximate size and location marked on photograph.

Design and installation of signage rights and duties:

MTSU will submit a design to be approved by the Eagleville High School administration. Production, installation, and maintenance of the signs is the responsibility of Eagleville High School.

Other sponsorship rights or duties, if any:

In the event of defacement, vandalism, or other issues that damage the sign, Eagleville High School. agrees to replace the signage within 30 days of notification. MTSU is responsible for conducting an inspection prior to the beginning of the fall semester each year.

2. Term of Attachment A.

The Term of this Attachment A shall be five (5) years, and MTSU shall an option to renew this Attachment A under terms as may be agreed between MTSU and School. This Attachment may be terminated as provided in the Agreement for Sponsorship and Advertising between Middle Tennessee State University and the Rutherford County School District.

The parties intending to be bound by the authorized signatures below.

On Behalf of Eagleville High School

On Behalf of Middle Tennessee State University

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Alan Thomas, Vice President

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Signature and Date





## Agreement Summary

Agreement Number: SA2010-11-0032-02  
Agreement Issuance Date: 13 June 2018

1. "Seller": Redbird Flight Simulations, Inc. 2301 E. ST Elmo Rd, Ste 100 Austin, TX 78744 Phone: (512) 301-0718 FAX: (512) 301-0770	2. "Buyer" Rutherford County Schools 2240 Southpark Drive Murfreesboro, TN 37128 P: 615-893-5812	3. "Billing Contact" Accounts Payable 2240 Southpark Drive Murfreesboro, TN 37128 P: 615-893-5812 Email*: accountspayable@rcschools.net
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\*This is the email address to which all invoices and official communication regarding this agreement will be sent

Effective date of this agreement	5 November 2020
Class of Service Selected	Class B
Rate per Hobbs Hour	\$ 7.50
Enroll in AutoPay** (** Upon acceptance of this agreement and AutoPay enrollment form will be emailed to the Billing Contact to update payment information.)	No
Beginning Hobbs Meter Reading	Hobbs meter reading taken on Nov. 5 <sup>th</sup> , 2020
Inventory of Components to be covered under this agreement: <ul style="list-style-type: none"><li>- R-FMX-100639</li><li>- 172-S 430/530, A36-G, BE58-G</li><li>- Horizon Pro, Insight</li></ul>	

ENTIRE AGREEMENT: THIS AGREEMENT EMBODIES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER INVOLVED. ALL PREVIOUS COMMUNICATIONS, REPRESENTATIONS OR AGREEMENTS, WHETHER WRITTEN OR ORAL, BETWEEN THE PARTIES, ARE SUPERSEDED BY THIS AGREEMENT

THE BUYER HAS READ AND UNDERSTANDS THE COMPLETE AGREEMENT. BUYER HAS BEEN GIVEN A COPY OF THIS AGREEMENT.

Accepted by Seller: Redbird Flight Simulations, Inc.

Accepted by Buyer: Rutherford County Schools

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_



#### GENERAL TERMS AND CONDITIONS

1. *Support Services: Redbird will provide support services described in this Service Agreement (the "Agreement").*
2. *Charges: Buyer will be billed on the 5<sup>th</sup> day of each calendar month for any usage (Hobbs hours) reported since the previous billing up to a maximum of 1400 hours per calendar year. Buyer will pay all applicable taxes. All billings are due Net 30 and will accrue 1.5% late fees per month.*
3. *Eligible Products: To be eligible for support, product must be at current specified revision levels and, in Redbird's reasonable opinion, in good operating condition.*
  - a. *Buyer may purchase service only for designated Redbird products as listed in this agreement.*
  - b. *Products moved from the original installation location for which this Agreement is purchased will not receive support services under the terms of this Agreement unless such action was performed by Redbird or a Redbird Authorized Representative or was previously approved by Redbird in writing or otherwise specified within this Agreement.*
  - c. *Notwithstanding Section 6 of this Agreement, products which are in good operating condition at the time this Agreement is purchased are eligible for post warranty hardware support even if they are not at current specified revision levels available.*
  - d. *Redbird warrants replacement parts provided to maintain hardware products serviced hereunder against defects in materials and workmanship for 90 days after return of the product to Buyer. If Redbird receives notice of defective replacement parts during the term of this Agreement, Redbird will, at its option, repair or replace the replacement parts that prove to be defective. The above warranty is exclusive and no other warranty, whether written or oral, is expressed or implied. To the extent permitted by law, Redbird specifically disclaims the implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement.*
4. *Limitations of Liability and Remedies: For any material breach of this Agreement by Redbird, Buyer's remedy and Redbird's liability will be limited to a refund of price paid for this Agreement for the products at issue. Redbird will not be liable for performance delays or for nonperformance due to causes beyond its reasonable control, including when product or parts are not available. To the extent Redbird is held legally liable to Buyer, Redbird's liability is limited to damages for bodily injury and damages to tangible property up to the limit of \$100,000 (U.S.) and other direct damages for any claim based on a material breach of support services, up to a maximum of the support charges paid by Buyer for this Agreement for the products at issue. The remedies provided in this agreement are buyer's sole and exclusive remedies. Except as indicated above, in no event will Redbird, its affiliates, its subcontractors, or suppliers be liable for loss of data or for direct, special, incidental, consequential (including downtime costs or lost profit), or other damage whether based in contract, tort, or otherwise.*
5. *Timeliness of Action: In no event, will any cause of action be brought against Redbird more than one year after the cause of action has accrued.*



6. *Limitations of Service: Support is limited to Redbird software and hardware outlined in this Agreement. Additional limitations of this Agreement include:*
- a. *Redbird does not provide support for products not supplied by Redbird unless approved by Redbird in writing. Buyer is responsible for removing any products not eligible for support to allow Redbird to perform support services. If support services are made more difficult because of such products, Redbird will charge Buyer for the extra work at Redbird's standard service rates.*
  - b. *This Agreement does not cover any product on which the serial number has been defaced, modified or removed.*
  - c. *This Agreement does not cover software or data loss occurring during repair or replacement.*
  - d. *This Agreement does not cover cosmetic damages such as carpet, upholstery, paint or any other damages that do not directly impact the use of the product in its intended role as a flight training device.*
  - e. *This Agreement does not cover disposable or expendable items such as light bulbs, etc.*
  - f. *This Agreement does not cover damage, deterioration or malfunction resulting from:*
    - i. *Accident, misuse, neglect, abuse, fire damage, water damage, acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product.*
    - ii. *Repair or attempted repair by anyone not authorized by Redbird Flight Simulations, Inc.*
  - g. *Buyer moving the product from or transferring the product to a site or area other than the initial installation site or area.*
  - h. *Dismantling or modification by any person(s) not expressly authorized by Redbird Flight Simulations Inc.*
  - i. *Electric power fluctuations or failure or other events not directly related to the product.*
  - j. *Normal wear and tear.*
  - k. *Any other cause which does not relate to a product defect.*
7. *Supported Software Versions: Redbird provides contractual support only for the current and immediately preceding versions of Redbird software, and only when the software is used with hardware that is included in Redbird-specified configurations. Redbird will support specified versions of selected non-Redbird software, but will not support such software any longer than the vendor supports it.*
8. *Non-Redbird Products: Redbird is not liable for the performance or non-performance of third party vendors, their products, or their support services. Redbird's decision on how long to offer*





*Redbird support on selected non-Redbird products is final.*

9. *Buyer Responsibilities: The product covered by this Agreement is described in the opening section of this Agreement.*
- a. *Buyer will make all reasonable efforts to support and cooperate with Redbird in resolving the problem remotely, for example, starting and executing self tests or diagnostic programs, providing all necessary information, or performing basic remedial activities upon Redbird's request.*
  - b. *Buyer will ensure that Redbird service personnel are provided with sufficient electrical power to perform necessary hardware maintenance and operating supplies used during normal operation.*
  - c. *Buyer is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the hardware products for reconstruction of lost or altered data.*
  - d. *Buyer must notify Redbird if any hardware products serviced are being used in an environment that poses a potential health hazard to Redbird employees or subcontractors; Redbird may require Buyer to maintain such products under Redbird supervision.*
  - e. *Buyer will provide internet connectivity and allow Redbird to keep system and network diagnostic programs resident on the covered product. Buyer will also provide Redbird login access for the exclusive purpose of performing diagnostics and installing updates.*
  - f. *Buyer acknowledges that Buyer has no ownership interest in diagnostic software provided by Redbird and that Redbird will remove these diagnostic programs and any Redbird loaned equipment upon termination of this Agreement. Buyer will execute Redbird-supplied diagnostic programs before having a hardware product serviced under this Agreement.*
10. *Problem Resolution: Redbird will make reasonable efforts to assist and return a user's product to service and will be deemed complete when one or more of the following has occurred:*
- a. *The Buyer has received instructions that assist in resolving the hardware and/or software problem;*
  - b. *The Buyer has received instructions on how to obtain a patch;*
  - c. *The Buyer has been notified that a software application problem is caused by a known, unresolved software bug;*
  - d. *The Buyer has been notified that the problem has been identified as a hardware repair problem;*
  - e. *The Buyer has been notified that the problem is corrected in a subsequent release of the product or software;*
  - f. *Redbird has extended reasonable effort to resolve the application problem.*

Buyer's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_



11. *Coverage Window: Redbird Support is available Monday-Friday, 8:00am – 6:00pm North American Central Time. Support may be reached:*
- a. *By phone: (512) 301-0718*
  - b. *By email: Support@RedbirdFlight.com*
12. *Transfer of Service: This Agreement may only be assigned in connection with sale of the covered product. Buyer or Redbird Authorized Representative as assignor must inform Redbird when the covered product is sold. The assignment must be in writing, signed by the assignor and available for inspection by Redbird personnel. Assignment will not be valid if in breach of local or U.S. export regulations.*
13. *Term:*
- a. *The initial term of this Agreement shall come into effect on the Effective Date dictated on page 1 of this agreement and, unless terminated earlier in accordance with the terms of this Agreement, shall continue in full force for a period of one (1) year (the "Initial Term").*
  - b. *This Agreement shall be automatically renewed at the end of the Initial Term or any Renewal Term, as the case may be, on the same terms and conditions as set forth herein, save and except the Rate per Hobbs Hour as specified on page 1 and in Exhibit A of this agreement, which may be increased in accordance with the terms hereof, for successive periods of one (1) year (in each case a "Renewal Term"), unless either party shall have provided written notice to the other party that it does not intend to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term, or any Renewal Term, as the case may be.*
  - c. *Redbird may at its sole discretion, modify the Rate per Hobbs Hour as specified on page 1 and in Exhibit A of this agreement, for any Renewal Term provided Redbird has notified Buyer in writing at least sixty (60) days prior to term renewal. Such a modification shall remain in effect until subsequently modified in accordance with the terms of this agreement.*
14. *Termination: This Agreement may also be terminated by either party at any time in the event that the other party commits a material breach of any provision of this Agreement and such other party fails to remedy such breach within thirty (30) days after receipt of written notice specifying the breach from the non-defaulting party.*
15. *Force Majeure. No failure or omission by either party in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if the same arises on account of force majeure, which term shall include any event or cause beyond the control of Redbird or Dealer, as the case may be, including but not restricted to acts of God, acts or omissions of any government, or agency thereof, rebellion, insurrection, riot, sabotage, invasion, quarantine, restrictions, strike, lock out and transportation embargoes, provided that the party relying on this Section shall forthwith after any such event give written notice to the other party of its inability to perform such obligation and the reasons therefore. If force majeure continues for a period of more than three (3) months, without the parties hereto being able to develop an alternative satisfactory arrangement, then either party has the option of immediately terminating this Agreement.*



16. *Governing Laws: Any disputes arising in connection with this Agreement will be governed by the laws of the State of Tennessee. The courts of the State of Texas shall have jurisdiction.*
17. *Entire Agreement: The terms and conditions of this Agreement constitute the entire understanding between the parties relating to the provision of services described herein and will supersede any previous communication, representation or agreement whether oral or written. Buyer's additional or different terms and conditions will not apply. Buyer's acceptance of this Agreement is deemed to occur upon Buyer's purchase of service, or failure to give notice of termination to place of purchase within thirty days or Redbird's provision of any support services. No change of any of the terms and conditions will be valid unless in writing signed by an authorized representative of each party.*



### Exhibit A – Classes of Service Description

Two levels of service are offered under this agreement. This contract is billed based on simulator Hobbs hours. Maximum billing for one (1) calendar year will be 1,400 hours.

**CLASS B: Non-Motion Simulators: \$5.50/Hobbs hour -- Motion Simulators \$7.50/Hobbs hour**

- Software repair and updates
- Malfunctioning parts replaced at no charge (excluding shipping outside the continental U.S.)
- Live phone support available M – F 8:00 AM - 6:00 PM (CST)
- Remote diagnosis and support
- E-mail / Web Support

**CLASS C: Non-Motion Simulators: \$3.50/Hobbs hour -- Motion Simulators \$4.50/Hobbs hour**

- Software repair and updates
- Malfunctioning parts replaced at the current quoted component cost plus shipping
- Live phone support available M – F 8:00 AM - 6:00 PM (CST)
- Remote diagnosis and support
- E-mail / Web Support

**Ad Hoc Support without a Service Agreement:**

- *Software and database updates will be handled as custom service orders for each request*
- *Malfunctioning parts replaced at the current quoted component cost plus shipping*
- *On-site break-fix and support is available and is paid based on standard labor/trip rates*
- *Phone Support & remote diagnosis may be accessed at a rate of \$100 per incident, \$50 per hour beyond the first hour*
- *Buyers may enter into a Redbird Service Agreement up to 30 days after expiration of the Warranty or an existing Service Agreement. After that time, buyers wishing to purchase a Redbird Service Agreement will be required to undergo a recertification process and pay for an on-site inspection, replacement parts and travel expenses to bring the product configuration up to current standards. The minimum charge for a recertification will be \$1,000 per system plus the actual cost of repairs, travel/lodging, etc.*

\*Prices are subject to change in accordance with the terms of this agreement



**RUTHERFORD COUNTY BOARD OF EDUCATION**

**EMPLOYMENT CONTRACT ADDENDUM**  
(Certified Position – Curriculum Lead)

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Employee Identification Number: \_\_\_\_\_ (on your paystub)

School Assignment: \_\_\_\_\_ Subject: \_\_\_\_\_

Effective Date of Assignment: October 2020

Ending Date: April 2021

This agreement is between the Rutherford County Board of Education (“RCS”) and \_\_\_\_\_ (“Employee”) for the purpose of the assignment of the Employee to the additional role of CTE Curriculum Team Lead during the current contract year.

The purpose of this role is to utilize Carl Perkins Basic Grant funding as a means of professional development to increase the capacity of each participant to support curriculum development at the district and school level.

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

Employee agrees to conduct monthly PLC curriculum development meetings and conduct PD sessions when needed within their Career Cluster CTE Programs of Study virtually, or at a Rutherford County School, during the 2020-2021 school year. Each CTE Curriculum Team Lead employee will receive a gross stipend payment of \$500. Stipend payments are subject to usual and customary deductions.

Employee fully understands that Employee must attend all scheduled meetings unless the meetings are cancelled by the Career and Technical Education (CTE) Director. Employees will only receive contracted amount for attending all meetings. Two missed meetings will result in termination of the contract, and the employee’s replacement as applicable, by the CTE Director.

The CTE Director may eliminate this role, any related role, or this program in its entirety at any time. If the program is ended prior to the full meetings being held, the Employee is only entitled to the stipends for meetings attended, and no additional funds shall be owed to the Employee.

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

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Schools

\_\_\_\_\_  
Date