

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

**FEBRUARY 24, 2022
5:00 P.M.**

AGENDA

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

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

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: February 10, 2022 Board Meeting**
- B. Community Use of Facilities**
- C. Out of County Transfer Student (2)**
- D. Routine Bids: Bid #3574 – Floor Care Products
Bid #3576 – Tech. Parts and Multimedia Equipment
Bid #3578 – Calculators
Bid #3580 – Clock System**

Request for Approval:

Request for the Executive Committee to approve the emergency purchase of 6-compartment foam food trays because our awarded bidder can no longer provide these items at this time. This will be an ongoing bi-monthly purchase unless our awarded bidder can supply the product.

To be funded from the School Nutrition Department funds.

For Board Information Only:

The Purchasing Department would like to recognize Amazon for donating 35 pallets of bottled water to our schools and Central Office.

E. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Andrew Feyka	NTE \$500.00	Blackman High	School Funds-AP	AP Support Teacher
Maranda Allen *1	NTE \$300.00	Blackman Middle	School Funds-Track	Track Meet Announcer
Elly Johnson *5	NTE \$300.00	Blackman Middle	School Funds-Track	Help at Track Meets
Katelyn Raymer *5	NTE \$300.00	Blackman Middle	School Funds-Track	Help at Track Meets
Steven Sellers *1	NTE \$300.00	Blackman Middle	School Funds-Track	Help at Track Meets
Morgan Evans *6	NTE \$2,500.00	Stewarts Creek High	School Funds-Variou Athletic Accounts	Bus Driver
Allison Glapa	NTE \$500.00	Stewarts Creek Middle	School Funds-Tournaments	Director of Basketball Tournament/Site Director
Phillip Nau	NTE \$600.00	Stewarts Creek Middle	Schools Funds-Tournaments	Clean Up/Clock for Middle School Sectional Basketball Tournaments
Heather Reedy	NTE \$1,200.00	Thurman Francis	Schools Funds-Dance	Coaching 4 Dance Teams
Jennifer Watts	NTE \$700.00	Whitworth Buchanan	School Funds-Archery	Assistant Archery Coach
Matthew Hunter	NTE \$1,800.00	Riverdale	School Funds-Theatre	Choreographer for Spring Musical – “Hairspray”
Michael Bivens	NTE \$1,000.00	Siegel	School Funds-Boys Soccer + Boys Soccer Boosters	Assistant/JV Soccer Coach
Nicholas Newby	NTE \$1,000.00	Siegel	School Funds-Boys Soccer + Boys Soccer Boosters	Assistant/JV Soccer Coach
Julie Glass *2	Hourly	Blackman Middle	School Funds-Track	Help at Track Meets
Tracy Harris *2	Hourly	Blackman Middle	School Funds-Track	Help at Track Meets

**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.

F. 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 2022-23 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Michael Bivens	Siegel High	Boys Soccer
Nicholas Newby	Siegel High	Boys Soccer
Madison Vanderhorst	Rockvale Middle	Softball
Brian Eady	Eagleville	MS Baseball
Shelby Mireles	Rockvale High	Softball
Jerry Gardner	Eagleville	MS Softball

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

6. SPOTLIGHT ON EDUCATION

In December, Rutherford County Schools offered its first STREAM camp during winter break for students in grades K-5. Around 500 students participated, spread among almost all our elementary schools for this enrichment activity. The camps were part of our Accelerated Learning Plan. Elizabeth Davis will present information to the Board about the camps and the products our students created.

7. VISITORS

8. CHARTER SCHOOL RESOLUTION LETTER

**9. EDUCATOR PREPARATION PROVIDER PROGRAM UPDATE
(For Information Only)**

**10. CONTRACTUAL AGREEMENT WITH SPECIALIZED EDUCATION OF
TENNESSEE, INC. (TAB 2)**

High Roads School of Nashville provides instructional support for students with a range of disabilities requiring behavioral support. This contract will be in addition to the other contracted services for behavioral needs for students needs which cannot be met by the other contract due to a lack of space or inability to provide the required services as determined by their student’s individualized education plan (IEP).

Recommended Approval--- motion to approve the contract with Specialized Education of Tennessee, INC. to be paid out of GP funds for the remainder of the 2021-2022 school year at the rate of \$207.00 per day per student with additional costs of \$113.00 per hour for services of Occupational therapy, Physical therapy, and/or Speech/Language therapy. Additional cost of \$181.00 per day for one to one assistant (as determined by the student's IEP) as presented.

11. ESL EXTENDED CONTRACTS (TAB 3)

The ESL Department will continue writing curriculum units for newcomers and grades K-2 from March through July 2022. Twenty ESL teachers will be offered extended contracts for their work on these projects. The contracts will be funded through Title III funds. The approximate cost of the curriculum writing initiative will be \$25,000.

Recommended Approval---motion to approve the Title III funded extended contracts for curriculum development for the ESL Program as presented.

12. LEGAL (TAB 4)

POLICY CHANGES AND NEW POLICY

Below are the policy changes recommended by the policy committee on the second of two readings:

Policy Changes

a. Policy 1.400: School Board Meetings

Added guidelines for posters and materials from visitors during school board meetings. (sent back to Policy Committee for further deliberation from Board Meeting on 12/16/2021)

b. Policy 1.404: Appeals to and Appearances Before the Board

Made changes to the visitor process and decorum requirements in line with allowable and unallowable restrictions as established by the Sixth Circuit Court of Appeals. (sent back to Policy Committee for further deliberation from Board Meeting on 12/16/2021)

c. Policy 4.205: Enrollment in Advanced Courses

Added clarity to enrollment in advanced and college level course from State Board Policy.

d. Policy 5.602: Staff Time Schedules

Changes language to state that a supervisor has authority to have an employee use compensatory time hours before overtime pay.

e. Policy 6.411: Student Wellness

Adds language from TCA 49-6-1021 to state amount of time required for physical activity.

New Policies

a. Policy 1.1021: Student Member of the Board

Adds a student representative and deputy student representative to the Board.

Recommended Approval--- motion to adopt the above policies on the second of two readings as presented.

13. FINANCIAL MATTERS (TAB 5)

1. GPS Fund Budget Amendment for additional State Pre-K Grant Funding

This amendment budgets for an additional appropriation of State Pre-K grant funding that was awarded to Rutherford County for the current fiscal year. This additional grant award will fund one additional Pre-K teacher and EA at both Christiana Elementary and Wilson Elementary Schools as well as fund additional Pre-K instructional supplies and other Pre-K classroom equipment.

Recommended Approval--- motion to amend the FY 2021-22 General Purpose School Budget as presented for a total of \$177,411 to budget for additional Pre-K grant funding as presented.

2. Centralized Cafeteria Fund Budget Amendment for additional Supply Chain Assistance Grant and additional USDA Seamless Summer Program reimbursement, as well as Fund 143 revenue budget clean up

This amendment budgets an additional \$3,912,879 in USDA Seamless Summer Program reimbursement along with a \$974,121 Federal NSLP Supply Chain Assistance Grant. Expenditure increases in Food Service for increases in food preparation and food costs along with contracted services for maintenance on equipment, delivery fees and remodeling of cafeteria serving areas. Additional funding of \$600,000 for needed replacement of fully depreciated/aged food prep equipment in multiple RCS school kitchens including the replacement of a 33-year-old stove at McFadden School.

This amendment also cleans up revenue line items to reflect the continuance of the USDA Seamless Summer Program for the remainder of the Fiscal Year 2021-22. At this time, the USDA has stated they prefer that the National School Lunch Program return to its regular serving method next year (i.e. return to traditional pricing method for breakfast and lunch programs).

Recommended Approval--- motion to approve the Fund 143 budget amendment as presented to increase revenues, as well as expenditures by \$4,887,000 as presented.

14. FACILITIES (TAB 6)

Rockvale High School Request for Concrete Batting Cage

Principal Steve Luker and the Rockvale High Baseball team have made a request to add a concrete pad for a batting cage. Engineering and Construction has reviewed the request, and the location, and finds it acceptable. The request is at no cost to the Board.

Recommended Approval--- motion to approve the Rockvale High Baseball Batting Cage concrete at no cost to the Board as presented.

15. INSURANCE UPDATE

16. DIRECTORS UPDATE

17. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

18. FEDERAL RELATIONS NETWORK (FRN) UPDATE

19. GENERAL DISCUSSION

20. ADJOURNMENT

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

Minutes of February 10, 2022

Board Members Present

Tiffany Johnson, Board Chairwoman

Shelia Bratton, Vice-Chair

Coy Young

Jim Estes

Claire Maxwell

Tammy Sharp

Tim Holden

Bill C. Spurlock, Director of Schools

1. CALL TO ORDER

The Board Chair, Tiffany Johnson called the meeting to order at 5:00 P.M.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mr. Tim Holden

3. MOMENT OF SILENCE

The Board Chair called for a moment of silence.

4. APPROVAL OF AGENDA

Motion made by Mrs. Bratton, seconded by Ms. Sharp, to approve the agenda as presented.

Vote: All Yes

Motion passes.

5. APPROVAL OF CONSENT AGENDA

- A. Minutes: January 19, 2022 Board Meeting**
January 19, 2022 Policy Committee Meeting
January 27, 2022 Board Meeting
January 29, 2022 Special Called Board Meeting

B. Community Use of Facilities

C. Transportation: Bus #290 – Termination of Contract for Kathy Snider

D. Title I Contract: Extended Contract at LaVergne Lake Elementary School

- E. Routine Bids: Bid #3572 Theater Equipment**
Bid #3573 Band Instrument and Equipment
RFP#22-01 Door Keying Upgrade

F. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Maranda Allen	NTE \$500.00	Blackman Middle	School Funds – Drama	Drama Variety Show
Nicole Fedele	NTE \$500.00	Blackman Middle	School Funds – Drama	Drama Variety Show
Sean Holt *1	NTE \$70.00	Blackman Middle	School Funds – Basketball – Middle School Basketball Tournament	Clock Operator for Middle School State Tournament
Casey Molina	NTE \$500.00	Blackman Middle	School Funds – Drama	Drama Variety Show
Sheila Panther	NTE \$500.00	Blackman Middle	School Funds – Drama	Drama Variety Show
John Pierce *1	NTE \$70.00	Blackman Middle	School Funds – Basketball – Middle School Basketball Tournament	Key Holder for Middle School State Tournament
Xavier Robertson	NTE \$500.00	Blackman Middle	School Funds – Boys Soccer	Assistant Boys Soccer Coach
Krissa Seifert	NTE \$500.00	Blackman Middle	School Funds – Drama	Drama Variety Show
Steven Sellers *1	NTE \$70.00	Blackman Middle	School Funds – Basketball – Middle School Basketball Tournament	Announcer for Middle School State Tournament
Jacob Harper	NTE \$1,000.00	Central Magnet	School Funds – HS Boys Soccer	Assistant HS Boys Soccer Coach

Rae Clarke Boutte	NTE \$1,000.00	Oakland Middle	School Funds – Dance Team	Choreography
Richie Conner *6	NTE \$1,500.00	Rockvale Middle	School funds – Various	Bus Driver
Kevin Jones *6	NTE \$1,500.00	Rockvale Middle	School Funds – Various	Bus Driver
Roger Ancendor *6	NTE \$2,000.00	Siegel High	Various Club + School Accounts	Bus Driver
Herman Clark	NTE \$1,000.00	Eagleville	School Funds – Basketball	Announcing at Basketball games
Alayna Hurst	\$10/hour	Eagleville	School Funds – Band	Assistant Coach for Winterguard
Christopher Worley	NTE \$4,000.00	Riverdale	Riverdale Softball Boosters	Assistant Softball Coach
Tim Westfall	NTE \$3,500.00	Siegel High	School Funds – Softball	Assistant Softball Coach/Field Work
Jesse Charles *2	Hourly	Siegel High	Various Outside Groups using facilities	Additional custodial work for the 2021/2022 School Year
Jamie Sellers *2	Hourly	Siegel High	Various Outside Groups using facilities	Additional custodial work for the 2021/2022 School Year
Maria Fonesca *2	Hourly	Smyrna Middle	Class Participants	Spanish Instruction for Employees
Glenda Natareno *2	Hourly	Smyrna Middle	Class Participants	Spanish Instruction for Employees

**Unless listed as an hourly rate

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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 2022-23 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Alayna Hurst	Eagleville School	Band
Kyle Mooney	Smyrna High	Baseball
Lenny Lozano	Thurman Francis	Archery
Marcus Summers	Eagleville	MS Softball
Jaqueline Santander	Oakland High	Archery
Billy Smith	Oakland Middle	Archery

**Paul Watson
Seth Henson
Eli Wellman
Jason Veal**

**Central Magnet
Oakland Middle
Siegel High
Rockvale Middle**

**HS Boys Soccer
Baseball
Boys Soccer
Archery**

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

Vote: All Yes

Motion passes.

6. RECOGNITION

Siegel High School

Kyra Hayes, TSSAA AAA Girls Cross Country State Champion (time of 18:05)

Oakland High School Football

The Oakland Patriots, led by Head Coach Kevin Creasy, completed a second perfect 15-0 season, defeating Summit 43-26 on December 4th to win the TSSAA Division 6-A State Championship.

- **TSSAA 2021 Mr. Football Finalist**

Jordan James – Oakland High School

- **TSSAA 2021 Mr. Football Finalist Kicker of the Year**

Upton Bellenfant – Stewarts Creek High School

Rutherford County Schools recognized the above schools and student athletes for their accomplishments during their 2021 sport season.

7. VISITORS

There were several visitors for the meeting. Mr. Littleton discussed policies being proposed by the board. Mr. Hinote discussed concerns with policies and Mr. Sinclair provided information on school roofing coatings.

8. CURRICULUM AND INSTRUCTION

2022-2023 Calendar Modifications

Based on feedback from educators across the district, a few modifications to the 2022-23 calendar are proposed:

- **Removal of early release days**
- **Addition of three teacher-administrative days**
- **2nd semester start date of January 3rd (for teachers) instead of January 2nd**

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the 2022-2023 calendar as presented.

Vote: All yes

Motion passes.

9. INTERNET ACCESS WITH HOSTED FIREWALL

RCS is requesting ENA Services, LLC. to fully manage additional internet access with hosted firewall from March 2022-June 2022 for a monthly recurring price of \$11,750.00. This monthly service includes circuit, end site router, equipment maintenance, service monitoring, field support, and all required ENA equipment. This request is in place to increase additional service to main server for the upcoming spring state mandated online testing. The request will be paid through ESSER 3.0 funds.

Motion made by Mrs. Maxwell, seconded by Mr. Young, to approve ESSER 3.0 funds to pay ENA Services, LLC. to fully manage additional internet access with hosted firewall from March 2022-June 2022. ESSER 3.0 funds will not exceed \$47,000.00 for these services as presented.

Vote: All Yes

Motion passes.

10. LEGAL

1. DISCIPLINARY HEARING APPEAL

The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to uphold the remandment of a student from Rockvale Middle School. Based on a review of the DHA's record, the Board may:

- A. Affirm the decision of the DHA;**
- B. Overturn the decision of the DHA; or**
- C. Grant a hearing before the Board.**

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve option A to affirm the decision of the DHA as presented.

Vote: All Yes

Motion passes.

2. POLICY CHANGES AND NEW POLICY

Below are the policy changes recommended by the policy committee on the first of two readings:

Ms. Sharp asked that the Board vote on all policies separately. The Board was in agreement to this request.

Policy Changes

a. Policy 1.400: School Board Meetings

Added guidelines for posters and materials from visitors during school board meetings. (sent back to Policy Committee for further deliberation from Board Meeting on 12/16/2021).

Motion made by Mrs. Bratton, seconded by Mrs. Johnson to approve policy changes for Policy 1.400 School Board Meetings as presented.

Vote: All Yes except Ms. Sharp who opposed.

Motion passes.

b. Policy 1.404: Appeals to and Appearances Before the Board

Made changes to the visitor process and decorum requirements in line with allowable and unallowable restrictions as established by the Sixth Circuit Court of Appeals. (sent back to Policy Committee for further deliberation from Board Meeting on 12/16/2021).

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton to approve policy changes for Policy 1.404 Appeals to and Appearances Before the Board as presented.

Vote: All Yes except Ms. Sharp who opposed.

Motion passes.

c. Policy 4.205: Enrollment in Advanced Courses

Added clarity to enrollment in advanced and college level course from State Board Policy.

Motion made by Mrs. Maxwell, seconded by Mr. Young, to approve policy changes for Policy 4.205 Enrollment in Advanced Courses as presented.

Vote: All Yes

Motion passes.

d. Policy 5.602: Staff Time Schedules

Changes language to state that a supervisor has authority to have an employee use compensatory time hours before overtime pay.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve policy changes for Policy 5.602 Staff Time Schedules as presented.

Vote: All Yes

Motion passes.

e. Policy 6.411: Student Wellness

Adds language from TCA 49-6-1021 to state amount of time required for physical activity.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve policy changes for Policy 6.411 Student Wellness as presented.

Vote: All Yes

Motion passes.

New Policies

a. Policy 1.1021: Student Member of the Board

Adds a student representative and deputy student representative to the Board.

Motion made by Mr. Holden, seconded by Mrs. Bratton, to approve new policy 1.1021 Student Member of the Board as presented.

Vote: All Yes

Motion passes.

11. FINANCIAL MATTERS - FOR INFORMATION ONLY

Cigna Medicare Advantage PPO Solution presentation, Jen Cuddeback, Cigna Group Medicare Regional Sales Director presented information on Insurance plans.

12. FACILITIES

1. Town of Smyrna request for land use at John Coleman School

The Town of Smyrna has requested to continue use of a small corner of the John Coleman School property. The property in question has been utilized and maintained by the town since the park was completed. At this time, they are requesting to provide a paved area for additional Pavilion parking. Engineering and Construction have reviewed the request and finds the request in order.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve the MOU and land use request by the Town of Smyrna for additional parking at Sharpe Springs Recreation area, adjacent to John Coleman School as presented.

Vote: All Yes

Motion passes.

2. Buchanan Elementary Sewer Change Order #1

Jaret Builders submitted a request for Change Order #1 in the amount of \$106,843.00, for additional electrical services for the new Sewer Plant. Engineering and Construction has reviewed the request in order. No additional funds are needed as the project still has enough funds in the line item.

Motion made by Mr. Holden, seconded by Mr. Young, to approve Jarrett Builders request for Change Order #1 for \$106,843.00 for the Buchanan Elementary Sewer project as presented.

Vote: All Yes

Motion passes.

13. INSURANCE UPDATE

There were no updates at this time.

14. DIRECTORS UPDATE

The Director spoke on a State announcement currently embargoed until Friday, but the Tennessee Department of Education will recognize school districts in a statewide celebration.

15. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Maxwell discussed information pertaining to House bill 2253, House bill 1880, Senate bills 2407 and 1982 as well as House bills 2484 and 2451. Mrs. Maxwell also stated that Gov. Lee has proposed 52.5 billion in BEP funding for the 2023 school year, mostly focusing on K-12 education.

16. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Mrs. Maxwell stated that Education Secretary Cardona's statement in asking each state and district to take a look into how they fund schools and the need to make education the great equalizer.

17. GENERAL DISCUSSION

Mrs. Maxwell spoke on the need for educational assistants to receive step raises. She also talked about concerns with the time clock biometric system. Ms. Sharp spoke on creating career paths and training for educational assistants. Mr. Young addressed some issues with bills being issued and receiving more support from legislature. Mr. Holden presented to the board a piece of property on Hwy 96 consisting of 80 acres to possibly revisit and discuss.

Mrs. Johnson addressed the board regarding an invitation by the Mayor to meet with the county commission on roofing and encouraged them to attend. Mrs. Johnson also stated the need to change the work session on February 22, 2022 due to a Health and Ed. meeting. She reminded the Board to complete the self-evaluation sent by TSBA by February 21, 2022 and also the Directors Evaluation that is due to TSBA today. Mrs. Johnson asked members of the board that have budget requests or need more information to please let Mr. Spurlock, Ms. Hopkins or Mrs. Johnson know.

18. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 6:02 P.M.

Tiffany Johnson, Board Chairwoman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

February 24, 2022

Fees

Eagleville	Mid TN Volleyball Club, volleyball events, 2/5/22 & 2/19/22 & 4/9/22 7-7pm, gym, \$290/day, <i>Retroactive review, *subject to COVID-19 restrictions and updates.</i>
Riverdale High	National Flag Football, flag football, 3/20/22-5/22/22 Sundays, practice fields, \$4700, <i>*subject to COVID-19 restrictions and updates.</i>
Riverdale High	Riverdale Junior Warriors, youth football & cheer, 5/2/22-11/21/22 M/Tu/Th/Sa, practice fields, \$2500, <i>*subject to COVID-19 restrictions and updates.</i>
Rock Springs Elementary	Pinnacle Point LaVergne, HOA meeting, 3/8/22 6-8pm, gym, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Rocky Fork Middle	Boom Box Dance Studio, dance recital, 6/17-6/18/22 4-9pm, auditorium, \$570, <i>*subject to COVID-19 restrictions and updates.</i>
Siegel High	TN AAU Wrestling Stars WC, wrestling tournament, 2/6/22 7-7 pm, gym, \$290, <i>Retroactive review, *subject to COVID-19 restrictions and updates.</i>
Siegel High	Tennessee Soccer Club Murfreesboro, indoor soccer practices and physical training, 1-23-22 3-4pm/1-25-22 6:30-8pm/2-12-22 TBD, gym, \$18/hr, <i>Retroactive review, *subject to COVID-19 restrictions and updates.</i>
Smyrna Elementary	Wildcat AAU Basketball, basketball fundamentals training, 3/9/22-5/18/22 Wednesdays 6-8pm, gym, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>

No Fees

Riverdale High

Eclipse Winter Guard, winter guard practice, 2/24/22-4/3/22
Sa/Su 9am-9pm, gym, No fee, ****subject to COVID-19 restrictions
and updates.***

Note: Facility use for 2/24/2022 has been granted pending Board action. The COVID-19 CDC approved recommendations were reviewed by the requestor. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

MEMORANDUM

DATE: February 14, 2022
TO: Bill C. Spurlock, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline

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

The student was remanded for violation of the districts alcohol/drug policy.

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

MEMORANDUM

DATE: February 16, 2022
TO: Bill C. Spurlock, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline

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

The student was remanded for assault against another student.

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

Bid #3574 - Floor Care Products

Item #	Description	A-Z Office	American Paper & Twine	Betco	Fastenal	Kelsan	Motion
1	Hyper Concentrated Floor Stripper (2 gallon)	\$79.03	\$59.98	*\$31.08	\$77.69	*\$58.35	\$72.62
2	Hyper Concentrated Floor Stripper (6 quarts per Case)	\$78.57	\$83.25	\$88.56	\$107.94		\$100.81
3	Hyper Concentrated Floor Stripper (2L Trufill - 2 per case)	\$113.20	\$83.74	*\$74.56	\$108.50	\$88.26	\$101.40
4	Comb Sealer/Finisher for High Speed Burnishers (5 gallon)	\$64.74	\$68.60	*\$62.10	\$88.90	\$88.24	\$83.07

Mailed to 25 vendors
 18 vendors did not respond

*Maintenance wants to go with SC Johnson brand

Recommend: Motion to award to A-Z Office and American Paper and Twine for overall lowest and best bid.

To be funded through the Maintenance Department.

Bid #3576 - Technology and Multimedia Equipment

Item Number	Part Number	Description	Adorama	B & H Photo	CDW-G	Central Technologies	GHA Technologies	Howard Technologies	Konica Minolta	Nashville's Media Service	Pyramid School	Scott Electric	Specialty Bulb
1	V11HA03020	Epson PowerLite 118 LCD Projector		\$469.00	**\$440.00		\$481.87	**\$440.00					
2	V13H010L97	Epson PowerLite 118 Replacement Lamp	\$ 59.62		\$ 54.00		\$ 59.00	\$ 56.00			* \$68.98	* \$85.00	* \$102.00
3	V13H010L96	Epson PowerLite 107 Replacement Lamp	\$ 59.62		* \$50.00		\$ 118.47				* \$68.98	* \$54.00	* \$70.00
4	V13H010L88	Epson PowerLite 98H Replacement Lamp	\$ 78.75	\$ 74.00	\$ 75.00		\$ 77.42	\$ 75.00			* \$68.98	* \$48.00	* \$54.00
5	V13H010L78	Epson PowerLite 97, 98 & 99W Replacement Lamp		\$ 139.00	\$ 121.00		\$ 124.60	\$ 125.00			* \$68.98	* \$48.00	* \$56.00
6	V11H998520	Epson BrightLink 725Wi Projector		\$ 1,538.00	**\$1,530.00		\$ 1,925.73	**\$1,530.00					
7	V12HA06A05	Epson UST Wall Mount for BrightLink 725Wi	\$ 101.42	\$ 102.00	**\$90.00		\$ 94.11	**\$90.00					
8	V12H467020	Epson Active Wall Speakers ELPS02	\$ 166.47	\$ 127.00	\$ 122.00		\$ 170.71	\$ 123.00					
9	PJF2-UNV-S	Peerless Universal Ceiling Mount Kit	\$ 104.82	\$ 98.49	\$ 97.00		\$ 98.37	\$ 105.00					
10	920-008671	Logitech MK540 Keyboard & Mouse Combo	\$ 43.01	\$ 48.75	\$ 48.00		\$ 44.30	\$ 48.00	\$ 52.00				
11	980-000802	Logitech Z150 2-Piece Speaker System	\$ 16.79		\$ 16.00		\$ 21.38	\$ 23.00	\$ 25.00				
12	981-000014	Logitech H390 USB Headset	\$ 29.20		\$ 23.00		\$ 22.43	\$ 23.00	\$ 27.00				
13	960-001257	Logitech C920s Pro HD Webcam	\$ 66.27	\$ 69.00	\$ 57.00		\$ 53.43	\$ 54.00	\$ 63.00				
14	V12H758020	Epson DC-21 High Resolution Document Camera	\$ 555.65	\$ 492.00	\$ 468.00		\$ 547.48	\$ 474.00					
15	DC125	Lumens DC125 Ladibug Document Camera	\$ 228.76	\$ 236.00	\$ 240.00		\$ 280.65	\$ 204.00					
16	SBWD750W	ScreenBeam 750 Wireless Display Receiver	\$ 211.49		\$ 190.00	\$ 163.00	\$ 185.74	\$ 191.00					
17	SBWD960A	Screenbeam 960 Wireless Display Receiver	\$ 310.99		\$ 275.00	\$ 245.00	\$ 277.22	\$ 275.00					

Bid #3576 - Technology and Multimedia Equipment

Item Number	Part Number	Description	Adorama	B & H Photo	CDW-G	Central Technologies	GHA Technologies	Howard Technologies	Konica Minolta	Nashville's Media Service	Pyramid School	Scott Electric	Specialty Bulb
18	1G5M0A#B1H	HP OfficeJet Pro 9025e All-In-One Inkjet			^ \$240.00		\$ 364.43						
19	D9L64A#B1H	HP OfficeJet Pro 8210 Inkjet	\$ 169.99		\$ 150.00		\$ 167.26						
20	B11B261202	Epson WorkForce DS-530 II Scanner	\$ 346.18		\$ 295.00		\$ 293.38	\$ 303.00					
21	B11B250201	Epson WorkForce DS-870 Scanner	\$ 836.79		\$ 630.00		\$ 630.65	\$ 683.00					
22	T3H-00011	Microsoft LifeCam HD-3000	\$ 30.74		\$ 29.00		\$ 28.91	\$ 33.00					
23	UTH-00001	Microsoft 4K Wireless Display Adapter			\$ 55.00		\$ 58.13	\$ 62.00					
24	CHRGEX30i	Aver Laptop/Tablet Charging Cart 30	\$ 1,124.98	\$ 1,320.00	\$ 1,000.00		\$ 1,107.39						
25	CS-1610-BL	Jar Systems Essential 16 Charging Station					\$ 312.06	\$ 312.00					
26	CB-A-84-00526-07	MobiView Teacher Tablet								\$ 299.00			
27	IW-A-11-00735-05-FULL	Workspace Full\Single User								\$ 99.00			
28	IW-A-11-00735-05-FULL-BLDG	Workspace Full\Building (25 Licenses)								\$ 999.00			
29	36465 & 40932	Da-Lite Model B Screen, 8ft w/ 6" Mounting Bracket	\$ 279.89	\$ 285.95	\$ 250.00		\$ 253.30	\$ 294.00			\$ 299.98		
30	40957	Da-Lite No. 11 Mounting Bracket	\$ 23.80	\$ 25.81	\$ 22.00		\$ 21.89	\$ 29.00			\$ 37.99		

Mailed to 99 vendors
88 vendors did not respond

* 3rd Party/Aftermarket
^ Alternate Item
**Tie bid

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

To be funded through GPS, Federal Program, Building Program and Individual Schools.

Bid #3578 - Calculators

Item #	Description	Cascade	Central Technologies	EAI	Kurtz Bros.	New Readers Press	Quill	School Specialty	Swinging Creators	The Bach Company
1	TI-84 Plus	\$ 159.00	\$ 125.00	\$ 101.70	\$ 121.00		\$ 100.99	\$ 127.77	\$ 114.70	\$ 103.80
2	TI-84 Plus Schoolhouse Yellow (set of 10)	\$ 1,484.00	\$ 1,085.00	\$ 1,017.00	\$ 1,134.75		\$ 1,207.40	\$ 3,835.91	\$ 1,619.62	\$ 1,038.00
3	TI-84 SmartView emulator software (84EMU/VP/ESW)		\$ 75.00	\$ 64.75	\$ 78.00			\$ 160.68		\$ 129.00
4	TI-84 Plus CE, EZ-Spot Graphing Calculator	\$ 193.50		*\$121.29	\$ 143.00			\$ 152.37	\$ 151.99	\$ 123.80
5	TI-84 Plus CE EZ-Spot, Teacher pack	\$ 1,824.48	\$ 1,293.86	\$ 1,271.95	\$ 1,423.00			\$ 1,597.86	\$ 1,403.16	\$ 1,289.00
6	TI-84 Plus CE Charging Station		\$ 81.50	\$ 59.20	\$ 84.00			\$ 77.54	\$ 80.59	\$ 62.00
7	TI-84 Plus CE SmartView emulator software (84EMU/VP/ESW)		\$ 140.75		\$ 157.00					\$ 129.00
8	TI-89 Titanium Calculator	\$ 199.65	\$ 154.80	\$ 131.15	\$ 154.00		\$ 133.24	\$ 158.19	\$ 146.63	\$ 129.90
9	TI-SmartView emulator software (MVEMU/VP/KT/2L1)				\$ 49.00					\$ 72.00
10	TI CBR2		\$ 109.56	\$ 85.57	\$ 109.00		\$ 111.84	\$ 133.14	\$ 95.63	\$ 87.00
11	TI CBL2		\$ 183.87	\$ 152.92	\$ 194.00			\$ 202.69	\$ 176.75	\$ 156.00
12	TI-Nspire CX Navigator (30 user)			\$ 1,937.28	\$ 2,197.00			\$ 2,410.47	\$ 2,306.76	\$ 1,948.00
13	TI-Nspire CX Handheld			\$ 128.95	\$ 159.00		\$ 133.21	\$ 161.64	\$ 145.99	\$ 129.90
14	TI-Nspire CX Handheld EZ-Spot Teacher Pack (10)			\$ 1,395.88	\$ 1,593.00		\$ 1,573.00	\$ 1,753.75	\$ 1,540.78	\$ 1,116.00
15	TI-Nspire CX Navigator System (30 users)			\$ 1,937.28	\$ 2,197.00				\$ 2,306.76	\$ 1,948.00
16	TI-Nspire CX Navigator System (10 users)			\$ 1,107.85				\$ 1,370.37	\$ 1,850.00	\$ 1,116.00
17	TI-Nspire CX Computer Software				\$ 157.00					\$ 129.00
18	TI-Nspire CX CAS Handheld	\$ 207.00		\$ 131.33	\$ 159.00			\$ 164.51	\$ 147.77	\$ 132.00
19	TI-Nspire CX CAS Handheld Teacher Pack (10 units)	\$ 2,053.80		\$ 1,421.40	\$ 1,623.00			\$ 1,785.69	\$ 1,592.54	\$ 1,436.00
20	TI-Nspire CX CAS Computer Software				\$ 237.00					\$ 129.00
21	TI 30XS Multiview EZ-Spot Calculator	\$ 21.20		\$ 12.49	\$ 17.50	\$ 16.00		\$ 15.52		\$ 12.90
22	Emulator Software for the TI30XS (MVEMV/VP/KT/2L1)				\$ 92.00					\$ 72.00
23	4 Function Calculator w/ square root (TI-503)	\$ 4.04		\$ 2.60	\$ 4.25		\$ 2.93	\$ 3.20	\$ 3.50	\$ 2.69

Mailed to 93 vendors
84 vendors did not respond

*Bid does not meet specifications

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

To be funded through Building Program, GPS, and individual schools.

Bid # 3580 - Clock System Installation (Kittrell Elementary)

Description	Security Equipment Co.
Clock System Installation	\$ 15,380.00

Mailed to 31 vendors
30 Vendors did not respond

Recommend: Motion to award to Security Equipment Co. for overall lowest best bid as shown.

To be funded through Capital Projects

Request for Approval:

Request for the Executive Committee to approve the emergency purchase of 6-compartment foam food trays because our awarded bidder can no longer provide these items at this time. This will be an ongoing bi-monthly purchase unless our awarded bidder can supply the product.
To be funded from the School Nutrition Department funds.

FOR BOARD INFORMATION ONLY:

The Purchasing Department would like to recognize Amazon for donating 35 pallets of bottled water to our schools and central office.

STUDENT SUPPORT SERVICES CONTRACT

This contract (“**Contract**”), made effective as of the ____st day of January 2022, by and between the **Rutherford County Schools (“School”)**, and **Specialized Education of Tennessee, Inc. who owns and operates High Road School of Nashville (“High Road School of Nashville”)**.

WITNESSETH

WHEREAS, the School desires to provide certain Student Support Services (as hereinafter described) for such of its students as may benefit from such services (each a “**Student**”), in compliance with the federal Individuals with Disabilities Education Act; and

WHEREAS, the School has determined that the services hereinafter described may best be provided to the Students who need such services by contracting with an agency or suitable private institution or organization for the provision of such services through approved facilities and programs, pursuant to the provisions of TCA 49-10-102, 103, 107, 305 and 701; and

WHEREAS, the High Road School of Nashville facility (“**Facility**”) has appropriate programs/services, capacity and competence to provide the special education services (“**Student Support Services**”) for the Students who are the responsibility of the School;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the parties hereby agree as follows:

1. **Scope of Services.** The School shall, from time to time, enroll, as provided herein, a Student in the Facility (“**Enrollment**”). The Student Support Services shall be provided to the Student in the amounts set forth in an “**Enrollment Form**” in the form attached hereto as Exhibit A. The School shall pay the tuition or individual contracting costs (and any other services agreed upon) to the High Road School of Nashville at the rates set forth in **Exhibit A**, per school day the student is enrolled, which includes education and counseling services (collectively, the “**Services**”). Each request for Enrollment shall be defined in a separate Enrollment Form and, upon execution, shall become part of this Contract and subject to the terms and conditions contained hereunder. The Enrollment Forms shall be consecutively numbered with the year and sequence number and shall also identify the Student’s first initial and last name (e.g., 2020-01-J. Doe). All Services shall be provided by High Road School of Nashville in accordance with the authorized Enrollment Form.
2. **Distance Learning.** When due to government or School mandated actions preventing High Road School of Nashville from conducting in-person classes, High Road School of Nashville may deliver, in consultation with the School, the Program, in whole or in part, via distance learning to the extent practicable, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the level of service reasonably practical under the same circumstances, at the fees, rates and payment schedules as set forth in this Contract. In circumstances where the only option to deliver free and appropriate public education (“**FAPE**”) is through distance learning, High Road School of Nashville and the School will meet and mutually agree upon a distance learning plan.
3. **Payment.** Services must be invoiced within 30 days of the date of service. Final invoices for services provided during the school year must be submitted prior to June 25, 2022 unless other arrangements have been made with the Student Support Services department bookkeeper at the School. Checks shall be made payable to Specialized Education of Tennessee, Inc. and mailed to Accounts Receivable Department, PO Box 70023, Newark, NJ 07101-3523. Correspondence may be sent to receivables@catapultlearning.com.

4. **Compliance with Federal Discrimination Laws.** In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation act of 1973, the Age Discrimination in Employment Act of 1967 and 1975, the Americans with Disabilities Act of 1990 and Title VI of the Civil Rights Act of 1964, each of the parties agrees that it will not discriminate on the basis of race, sex, religion, color, national origin or age, disability or military service in its administration of its policies, including admissions policies, employment, programs or activities.
5. **Joint Development of IEP.** Representatives of the School and the High Road School of Nashville will work together to develop an individualized education plan (hereinafter termed an "IEP") which will be specifically designed to meet the unique needs of each student to receive services, together with the provision of all necessary support materials and services. At a minimum of 2 days prior to the scheduled IEP the High Road School of Nashville shall provide to the School a draft IEP generated in EdPlan or electronically which includes:
- statement of each child's present levels of educational performance in each area as requested by the School;
 - annual goals (and short-term objectives as needed) that describe the educational performance to be achieved by the end of the school year;
 - considerations of special factors and narratives;
 - transition page (if student is 14 or will be 14 within the life of the IEP);
 - accommodations and/or modifications;
 - state assessment details;
 - educational and related services;
 - Extended School Year information;
 - transportation information

At the end of each quarter, the High Road School of Nashville will provide the School with a progress report generated in EdPlan or electronically for each student detailing progress on all annual goals and short-term objectives.

The programs of the child shall not be changed or terminated without an I.E.P. Team meeting composed of representatives of School and the High Road School of Nashville which results in agreement regarding change or termination of the program.

6. **Records, Reporting and Confidentiality.** Board of Education and the High Road School of Nashville ensure that the rights and privileges available to children attending schools of the School shall be available to children served by the High Road School of Nashville, including due process procedures, protection in evaluation procedures, least restrictive environment and confidentiality of information. The parties agree that:
- a. The School shall make available to the High Road School of Nashville all relevant records and information on each student necessary to the provision of the services by the High Road School of Nashville.
 - b. The High Road School of Nashville shall report to the Student Support Services Specialist any concerns about implementation of the IEP or about the student's behavior or progress, and the Student Support Services Specialist shall be responsible for contacting the school and resolving the concerns.
 - c. The High Road School of Nashville shall send to the Student Support Services Specialist and/or Executive Director of Student Support Services reports specifying the services provided and the progress of each student in achieving the required results specified in the IEP. The reports shall be submitted during every report card period in which the student received services. If the Student Support Services Specialist and/or Executive Director of Student Support Services, determine that it would be beneficial

to receive reports more frequently, either of them shall so notify the High Road School of Nashville and the High Road School of Nashville shall provide such reports with the frequency requested.

- d. An additional attendance report for each student showing what days services were delivered shall also be sent to the Student Support Services Specialist and/or Executive Director of Student Support Services each month.
- e. All school records provided to the High Road School of Nashville by the School shall remain the property of the School.
- f. The parties shall maintain complete confidentiality of all information which relates to or identifies a particular student, including but not limited to the name, address, medical treatment or condition, financial status or any other personal information and comply with applicable state and federal law and standards of professional ethics and will notify their respective employees, contractors, agents and representatives of this requirement.

7. **General Requirements.** The High Road School of Nashville and such of its staff as may be required to be licensed/approved by the state must have a current license/approval from the appropriate agency of the State of Tennessee. Also, the High Road School of Nashville must be available to provide educational programs during the equivalent of a 180-day school year or as stated in the student's IEP. The staff of the School may inspect the High Road School of Nashville's facility and confer with The High Road School of Nashville's staff to ensure compliance with the program. Inspections are to be at times reasonable for both parties. The hours of services provided shall not exceed the time allowed in the student's IEP without the written approval of the Student Support Services Department.

Per terms of Tenn. Code Ann. § 49-5-413, all applicants and employees of The High Road School of Nashville are required to supply a fingerprint sample and submit a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to the permitting the person to have contact with children or enter school grounds.

The High Road School of Nashville will not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted. The employee will not be allowed to come into contact with school age children if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. §40-39-202.

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

8. **Insurance.** The High Road School of Nashville agrees to obtain and keep in force personal injury liability insurance and professional liability insurance in a minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate and to furnish proof of such insurance to the Student Support Services Specialist and/or Executive Director of Student Support Services. The premiums must be pre-paid and maintained in full force and effect at all times during the term of this contract. Such proof of coverage shall be furnished prior to any renewal of this contract or upon request of the Student Support Services Specialist and/or Executive Director of Student Support Services.

9. **Term and Termination.** a. The term of this contract shall run from the effective date of the contract as stated above through June 30, 2022, unless terminated earlier as set forth herein, as determined by the I.E.P. team regarding a change of placement. The parties may mutually agree to renew the Contract for future school years. Should the parties agree to renew the Contract, High Road School of Nashville reserves the

right to increase all rates set forth herein by three percent (3%) per annum to accommodate cost of living increases.

- a. Should either party fail to perform its obligations under this contract in the time and manner provided herein, the other party may immediately terminate this contract. Written notice of the cause or causes of such termination shall be sent to the other party. Such termination of the contract shall not relieve that party of any liability for damages sustained by the terminating party as a result of any breach.
- b. Either party shall have the right to terminate this contract at any time, without cause, upon thirty (30) days written notice to the other party.

10. **Independent Contractor.** The parties acknowledge that each party hereto is independent of the other and shall not be construed as an agent or representative of the other and shall have no liability for the acts or omissions of the other party. The High Road School of Nashville is acting as an independent contractor and is retained by the School solely for the provision of the personal and professional services described herein. Neither party, nor any of its employees, agents or subcontractors shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors shall be entitled to unemployment compensation, workers compensation or employee benefits of the other party by virtue of this contract, nor shall either party be responsible for income tax or other withholding as to the other party, its employees or agents by virtue hereof.
11. **Notification of Claims.** Each party agrees to notify the other party as soon as possible in writing of any incident, occurrence or claim arising out of or in connection with the services to be provided pursuant to this contract. Further, the notified party shall have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation
12. **Media.** Each party agrees it will not use the other party's name, 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 the other party.
13. **Assignment and Binding Effect.** Neither High Road School of Nashville nor School may assign or transfer any interest arising in or from this Agreement without the prior written consent of the other party. Provided however, the foregoing consent is not required when such assignment or transfer of any interest arising in or from this Agreement is to a subsidiary, parent company, or a corporate affiliate of High Road School of Nashville or in connection with the sale of all, or substantially all the outstanding assets or equity of High Road School of Nashville. In the event of an authorized assignment or transfer of interest, this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and assigns.
14. **Governing Law and Jurisdiction.** This contract shall be enforced in accordance with the laws of the State of Tennessee. Both parties consent to the jurisdiction of all state and federal courts sitting in Sumner County, Tennessee and agree that venue for any such action shall lie exclusively in such courts without regard to choice of law principles and that such court shall be the exclusive forum for any legal actions brought in connection with this contract or the relationships among the parties hereto.
15. **Ownership of Materials, etc.** All written or oral materials, documents, pamphlets, handouts, forms and other information provided by either party shall be the sole and exclusive property of the party providing the item, whether copyrighted or not. Items shall not be used or reproduced without the prior written approval of the party with whom they originated. No tape-recording or videotaping shall be done without the consent of both parties.
16. **Integration and Amendment.** This Contract, together with the Enrollment Form(s) entered into hereunder, constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers,

promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof

17. **Indemnification**

- a. To the extent permitted by law, the School agrees to indemnify High Road School of Nashville and its employees, officers, directors, contractors and affiliates from and against costs, liabilities, demands, judgments, assessments, damages, fines, penalties, losses, or expenses, including reasonable attorneys' fees (collectively "High Road School of Nashville Losses"), incurred by reason of a third party claim caused by the School's negligence or willful misconduct in its performance of this Agreement, except to the extent that such Losses are solely caused by negligence or willful misconduct of High Road School of Nashville.
- b. High Road School of Nashville agrees to indemnify the School and its employees, from and against costs, liabilities, demands, judgments, assessments, damages, fines, penalties, losses, or expenses, including reasonable attorneys' fees (collectively "School Losses"), incurred by reason of a third party claim caused by the High Road School of Nashville negligence or willful misconduct in its performance of this Agreement, except to the extent that such Losses are solely caused by negligence or willful misconduct of School.
- c. A party to this Agreement claiming a right of indemnification shall be referred to herein as the "Indemnified Party" and the party against whom the claim for indemnity is being made shall be referred to herein as the "Indemnifying Party." In the case of a claim asserted by a third party which claim is subject to indemnification, (a "Third-Party Claim"), the Indemnified Party will (i) give the Indemnifying Party prompt written notice of such Third-Party Claim. The Indemnifying Party shall be liable for its proportionate share of the Losses for such claim based on degree of fault as finally determined by a court or arbiter of competent jurisdiction. The Indemnifying Party shall not enter into any stipulated judgment or settlement that purports to bind the Indemnified Party without the Indemnified Party's express written authorization, which shall not be unreasonably withheld or delayed. In all instances, indemnification obligations stated in this section are several and not joint.
- d. Notwithstanding the terms of any other provision and to the extent permitted by state law, the total liability of High Road School of Nashville and its affiliates, directors, officers, employees and contractors for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the lesser of the total fees paid to High Road School of Nashville in the preceding 12 months or \$500,000. Provided however, the foregoing limitation will not apply to claims of personal injury, damage to personal property, and infringement on intellectual property. Neither High Road School of Nashville nor School shall in any event be liable for any indirect, consequential, loss of profits or revenue, enhanced damages or punitive damages, even if High Road School of Nashville or School have been advised of the possibility of such damages. The waiver of consequential damages and the limitation of liability set forth herein are fundamental elements of the basis of this Agreement between High Road School of Nashville and the School. High Road School of Nashville would not be able to provide the Services on an economic basis, and would not have entered into this Agreement, without such waiver and limitation. It is expressly understood and agreed that the foregoing provisions of this Section survive any expiration or termination of this Agreement to the extent the circumstances creating a liability covered hereby arose prior to such expiration.
- e. No action, regardless of form, arising out of or relating to this Agreement, may be brought by either party more than one year after the cause of action has accrued, except an action for non-payment may be brought within one year following the date of the last payment due under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have executed the above-written contract on the date and year listed below, but effective as of the date first written above.

RUTHERFORD COUNTY SCHOOLS

By _____

_____ Date

Reviewed and Approved by Legal Form:

By _____

_____ Date

**SPECIALIZED EDUCATION OF TENNESSEE, INC.
WHO OWNS AND OPERATES HIGH ROAD SCHOOL OF NASHVILLE**

By _____
Andrea Vargas, President

_____ Date

Tax ID Number

**Exhibit A
Sample**

MASTER SERVICES AGREEMENT

BETWEEN

**SPECIALIZED EDUCATION OF TENNESSEE, INC. and
RUTHERFORD COUNTY SCHOOLS**

ENROLLMENT FORM NO. 2022-[INSERT#]-[STUDENT NAME]

ENROLLMENT FORM EFFECTIVE: INSERT ENROLLMENT DATE

This enrollment form (“Enrollment Form”) defines an Enrollment Schedule, Fee Schedule, Schedule of Services and Billing Schedule for STUDENT NAME (the “Referred Student”) to be enrolled in the School and consistent with his or her IEP.

Enrollment Schedule

The Referred Student shall be enrolled in the School in accordance with their Individual Education Plan and this Enrollment Form shall be effective from ENROLLMENT DATE through TERMINATION DATE.

2021-2022 Fee Schedule

The High Road School of Nashville will provide the Services at the rates set forth below:

Service	Cost
Tuition	\$207.00. per day enrolled
Direct Occupational/Physical Therapy	\$113.00 per hour
Consultation Occupational/Physical Therapy	\$113.00 per hour
Direct Speech/Language Therapy	\$113.00 per hour
Consultation Speech/Language Therapy	\$113.00 per hour
One-to-One Assistant	\$181.00 per day enrolled

Referred Student’s Services

Service	# of Sessions	Total Cost
Tuition		
Direct Occupational/Physical Therapy		
Consultation Occupational/Physical Therapy		
Direct Speech/Language Therapy		
Consultation Speech/Language Therapy		
One-to-One Assistant		
Total		

Billing Schedule

Date of Invoice	# of Service Days	Monthly Tuition Cost	Monthly Related Services Cost
September			
October			
November			
December			

January			
February			
March			
April			
May			
June			

This Enrollment Form is authorized and made an attachment to the above-identified Agreement through the signatures below.

**RUTHERFORD COUNTY
SCHOOLS**

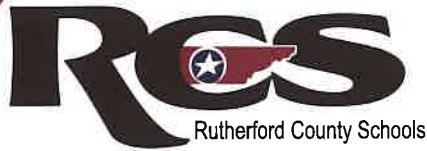
SPECIALIZED EDUCATION OF TENNESSEE, INC.

Name:

Name:

Date

Date



Bill C. Spurlock
Director of Schools

Rutherford County Board of Education

2240 Southpark Drive, Murfreesboro, TN 37128 Phone: 615.893.5812 www.rcschools.net

EXTENDED CONTRACTS – The ESL Department will continue writing curriculum units for newcomers and grades K-2 from March through July 2022. Twenty ESL teachers will be offered extended contracts for their work on these projects. The contracts will be funded through Title III funds. The approximate cost of the curriculum writing initiative will be \$25,000.

Recommend Approval – motion to approve the Title III funded extended contracts for curriculum development for the ESL Program.

Director of Schools Signature: _____ Date: _____

Chairman BOE Signature: _____ Date: _____

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Student Member of the Board	Descriptor Code: 1.1021	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

General

In order to allow for the voices of students to be adequately represented on the Rutherford County Board of Education, there shall be a Student Representative and a Deputy Student Representative that serves in addition to the other members of the Board. The holders of said offices shall serve a term of one year, beginning in September 1 and concluding in July May 1, with the selection process for the position taking place in August April and September May. No individual shall serve more than two terms.

QUALIFICATIONS FOR HOLDING OFFICE

Any person wishing to hold the Office of Student Representative must meet and maintain the following qualifications:

1. The student must be attending a Rutherford County Schools High School;
2. The student must be passing or have passed all classes for the three previous grading periods;
3. The student must have a satisfactory disciplinary record, with no more than one confirmed disciplinary action in the current year, and the student cannot have been assigned to an alternative school in the current or previous semester;
4. The student must have good attendance, with no more than one unexcused absence for the current school year.

NOMINATION PROCEDURES

The selection process is a three-tier process. Each high school will have a committee of five teachers appointed by the principal of the respective high schools. Every interested student will complete an application designed by the Director of Schools and/or his/her designee and approved by the Board. After all applications have been submitted to each school's committee, they shall advance one nominee.

Every advancing nominee's application will be sent to the County Student Representative Committee, comprised of seven members to be determined by the Board. The committee will review each application and advance two nominees to the Board, one to serve as the Student Representative and one to serve as the Deputy Student Representative. The Student Representative and Deputy Student Representative must be enrolled in different schools from one another. The nominees will attend a regular Board meeting to

1 address the Board. The Board, after having been able to talk with both nominees, will vote on each
2 student position individually. A simple majority will be required to confirm. Should a nomination vote
3 fail, the County Student Representative Committee will submit another nominee to the Board.

4 **DUTIES, RESPONSIBILITIES, AND POWERS OF THE OFFICE**

5 The Student Representative may hear the opinions of students and make them known to the Board.
6 Additionally, they may also hear complaints raised by students on certain issues and, if necessary,
7 make those concerns known to the Board or Director of Schools, as appropriate. The Student
8 Representative shall attend certain meetings of the Board as requested by the Board.

9 The Deputy Student Representative may hear the opinions of students and make them known to the
10 Board of Education. Additionally, they may also hear complaints raised by students on certain issues
11 and, if necessary, make these concerns known to the Board or Director of Schools, as appropriate.
12 They shall also attend meetings of the Board when the Student Representative is unable to do so as
13 requested by the Board.

14 The Student Representative and the Deputy Student Representative shall bear a responsibility to attend
15 a combined 70% of the meetings and work sessions of the Board of Education of which they are
16 requested to attend by the Board. They may also attend the meetings of other committees and
17 subcommittees as necessary to gain an understanding of the activities of the Board and be able to
18 report back to the student body.

19 The student representative and Deputy Student representative shall have no voting authority, and will
20 not have the authority to make motions, second motions, amend motions, or take any other action under
21 Roberts Rules of Order.

22 The Student representative and Deputy Student representative shall not have access to any confidential
23 student or employee information or records.

24 The Student representative and Deputy Student representative shall not participate in any appeals to the
25 Board of Education or in any Executive Sessions.

26 **REMOVAL FROM OFFICE**

27 Should it be necessary for the Student Representative to be removed from office, the Board of Education
28 may do so through a unanimous simple majority vote of its members, which can be conducted at a regular
29 meeting or a specially called session.

30 **RESIGNATION**

31 Should the Student Representative see fit to resign their position, they may do so by submitting a
32 notarized letter to the Board and the Director of Schools at least two weeks before the effective date of
33 their resignation.

1 **VACANCIES**

2 Should a vacancy arise in the Student Representative position, the Deputy Student Representative will
3 assume the position, and a search for a Deputy Student Representative will be carried out via the
4 processes outlined in the "Election Procedures" section. Should a vacancy arise in the Deputy Student
5 Representative position, a search for a new officeholder will be carried out using the same processes.
6 Should the remainder of the term constitute an amount of time less than six months, the interim Student
7 Representative will be eligible to serve two additional terms; however, should the remainder of the term
8 constitute an amount of time greater than six months, the interim Student Representative will only be
9 eligible to serve one additional term.

10 Should there be a lack of qualified applicants for the positions, a new search will commence at the
11 beginning of January and the position will be filled in February. Persons who assume office in January
12 will only be eligible to serve one additional term.

13 **EVALUATION**

14 Each year the Board of Education and the Student Representatives shall evaluate the Student
15 Representative Program by completing a metrics questionnaire to make recommendations and
16 suggestions under this policy.

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Board Meetings	Descriptor Code: 1.400	Issued Date: Click here to enter a date.
		Rescinds: 1.400	Issued: 06/05/14

1 The Board will transact all business at official meetings which may be either regular or special.

2 Every meeting of the board shall be open to the public, except for those meetings in which the law allows
3 closed sessions.¹ Open meetings will be physically accessible to all students, employees, and interested
4 citizens.² In order to ensure all elements of board meetings are open to the public, no board members or
5 Rutherford County Schools support staff in attendance and participating in a board meeting shall utilize
6 a cell phone during the meeting.

7 The Board may restrict the recording of Board meetings via camera, camcorder or other photographic
8 equipment when such recording creates a threat to public safety and welfare or impedes the conducting
9 of efficient and orderly public meetings.³ Visitors are prohibited from bringing posters or signs in excess
10 of 8.5x11 inches in size into the Board meeting due to the impact on visibility, which disrupts public
11 participation and creates safety concerns. If a visitor wishes to distribute materials, the visitor should
12 bring copies and hand them to the Board's Executive Secretary for distribution.

13 SPECIAL MEETINGS

14 The Board shall hold such special meetings as necessary to transact the business of the Board. Such
15 meetings shall be called by the chair whenever, in the chair's judgment, the interests of the schools
16 require it, or when requested to do so by a majority of the Board.²

17 Only business related to the call of the meeting, and details related to agenda items shall be discussed
18 or transacted by the Board at a special meeting.

19 ELECTRONIC ATTENDANCE⁴

20 Absent Board members may attend a regular or special meeting by electronic means if the member is
21 absent because of work, a family emergency, or the member's military service. If a board member is
22 absent due to military service, he/she may participate electronically as often as he/she is able to do so.
23 However, a board member may not participate electronically more than two (2) times per year for
24 absences due to work and/or family emergencies.

25 *General Requirements*

26 The following requirements apply to all electronic attendance, regardless of the reason for the
27 member's absence:

- 28 1. A quorum of the Board must be physically present at the meeting in order for any member to
29 attend electronically.

- 1 2. Any member wishing to participate electronically must do so using technology which allows
- 2 the Chair to visually identify the member.

- 3 3. The responsibility for the connection lies with the member wishing to participate electronically.
- 4 No more than three (3) attempts to connect shall be made, unless the Board chooses to make
- 5 additional attempts.

6 *Work Related Absence*

7 The following requirements apply to electronic attendance due to a work related absence:

- 8 1. ~~The Board member must be absent from the county due to work.~~

- 9 2. The member wishing to participate must give the Chair and director at least five (5) days notice
- 10 prior to the meeting of the member's desire to participate electronically.

11 *Family Emergency*

12 The following requirement applies to electronic attendance due to a family emergency:

- 13 1. The member must be absent due to the hospitalization of the member or the death or
- 14 hospitalization of the member's spouse, father, mother, son, daughter, brother, sister, son-in-
- 15 law, daughter-in-law, step-son, step-daughter, father-in-law, mother-in-law, brother-in-law, or
- 16 sister-in-law.

Legal References

1. TCA 8-44-102; TCA 49-6-804(b)
2. 28 CFR § 36.201(a); 36.202
3. OP Tenn. Atty. Gen. 95-126
4. TCA 49-2-202(c)(1)
5. TCA 49-2-203(c)

Cross References

School Board Legal Status and Authority 1.100
Section 504 & ADA Grievance Procedures 1.802

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Appeals to and Appearances Before the Board	Descriptor Code: 1.404	Issued Date: Click here to enter a date.
		Rescinds: 1.404	Issued: 01/15/09

1 *General*

2 ~~All meetings of the Board of Education are open to the public. Notice of all regularly scheduled meetings~~
3 ~~shall be made to the local media for public announcement.~~

4
5 **APPEALS TO THE BOARD**

6 Any matter relating to the operation of the school system may be appealed to the Board. However, all
7 matters relating to the operation of the school system shall be channeled through the Director of Schools
8 before being brought before the Board of Education. If, after such procedure is followed, there is still
9 reason to address the Board, the matter shall be referred in writing to the Board of Education for its
10 determination and action.

11 **APPEARING BEFORE THE BOARD**

12 ~~These procedures are~~ This policy is not designed to restrict the scheduled appearances of citizens who
13 have regular business with the Board and whose presentations are provided for in the agenda.
14 Additionally, the Board may via motion, a second, and a vote, recognize speakers despite the below
15 requirements if a majority of the Board determines the speaker would be in the public's best interest.

16
17 ~~The Board shall determine whether it will hear the individual or group.~~

18 *Making Application to Speak*

19 Individuals may speak to the Board so long as all requirements contained in this policy are met.
20 Individuals who do not comply with this policy will be denied the ability to speak. In order to speak at
21 Board meetings with visitors on the agenda, individuals must complete a Public Participation Form
22 provided by the Board. The form must be fully completed and turned in to the Board's Executive
23 Secretary no later than 24 hours prior to the meeting. The individual must provide proof of Rutherford
24 County residency or employment with the Rutherford County Board of Education along with the Public
25 Participation Form and photo identification. Each person wishing to speak must submit an individual
26 form. It is not permissible for multiple names to be included on the same form. Those persons having
27 complaints and concerns for which other resolution channels are provided shall be directed through those
28 channels by the director of school's office and/or staff.

1
2 *Rules for Speakers*

3 The Board shall provide no more than thirty (30) minutes for all individuals approved to speak during
4 public recognition.
5

6 If a speaker is approved, the speaker will have three (3) minutes to speak. The speaker should introduce
7 themselves to the Board by stating their name for the record. Visitors speaking to the Board shall address
8 remarks to the chairman and may direct questions to individual board members or staff members only
9 upon approval of the chairman. Delegations of speakers from the same organization should select one
10 individual to speak on behalf of the delegation. Speakers may not distribute materials, printed or
11 otherwise, directly to Board Members during the meeting. If a speaker wishes to distribute materials, the
12 speaker should bring copies and hand them to the Board's Executive Secretary for distribution. Posters
13 and signs in excess of 8.5x11 inches in size are not allowed in the Board Room due to safety concerns
14 and public access concerns related to visibility.
15

16 The following behavior and comments may result in the Board Chair ending a speaker's time early and,
17 if necessary due to ongoing interruption/lack of compliance with the Chair's directions, having the
18 speaker removed:

19 1. ~~Repetitive comments already made by the speaker or other speakers;~~

- 20 1. Refusing to yield the podium when the speaking time allotted by the Board expires;
21 2. Using obscene or vulgar language or conduct, or statements intended to incite violence
22 or breach the peace.
23

24 Additionally, the Board Chair may remove any member of the audience that continues to disrupt the
25 business of the Board after an initial warning.

26 ~~This request should include names of persons to appear, their spokesperson, and the nature of the~~
27 ~~business. Visitors desiring to speak but not on the agenda must complete and submit a request form to~~
28 ~~the director of school's office at least fifteen (15) minutes in advance of the Board meeting.~~

29 ~~Each person speaking shall state his or her name, address, and subject of presentation. The time allowed~~
30 ~~for each person will be three (3) minutes. No person shall be allowed to make personal attacks on~~
31 ~~members of the Board or employees of the school system. In addition, no person shall be allowed to~~
32 ~~make obscene, profane and vulgar remarks or otherwise engage in actions that breach the peace of a~~
33 ~~Board meeting.⁺~~

34 Individuals desiring additional information about any item on the agenda shall direct such inquiries to
35 the Office of the Director of Schools.

36 The intent of these rules is to:

- 37 1. Allow everyone a fair and adequate opportunity to be heard;

- 1 2. Allow the Director of Schools to take direct action when policies have already been established
- 2 by the Board on the subject of the request;
- 3 3. Provide adequate time for the Director of Schools or the Board to obtain necessary information
- 4 and give thorough thought in situations where a policy does not exist, a change of policy is
- 5 proposed, or an exception to policy is specifically requested; and
- 6 4. See that the time so devoted does not interfere with fulfillment of the regular agenda of the Board.

Legal Reference:

1. TCA 8-44-102; TCA 49-6-804(b)
2. OP Tenn. Atty. Gen. 95-126

Cross References:

School Board Meetings 1.400
 Agendas 1.403
 Complaints About School Personnel 5.502

Rutherford County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Enrollment in Advanced Courses	Descriptor Code: 4.205	Issued Date:
		Rescinds:	Issued:

1 *General*

2 Students in grades seven through twelve (7-12) may enroll in available advanced courses including, but
3 not limited to, advanced English language arts, mathematics, or science courses.¹

4 To enroll in these courses, students shall meet the following standards:

- 5 1. Honors Courses: Students must perform on-track or higher on the most recent TCAP/EOC in
6 that particular content of study OR have maintained a “C” average or higher in the latest course
7 in the particular content of study OR a parent or teacher recommendation will be considered.
- 8
- 9 2. Dual Credit Courses: Students must meet the eligibility requirements of the higher ed provider.
- 10
- 11 3. Industry Certification-Aligned Courses: Students must perform on-track or higher on the most
12 recent TCAP/EOC in that particular content if applicable OR have maintained a “C” average or
13 higher in the latest course in that content area OR a parent or teacher recommendation will be
14 considered.
- 15
- 16 4. Dual Enrollment: Students must meet the eligibility requirements of the higher ed provider.
- 17
- 18 5. Advanced Placement: Students must perform on-track or higher on the most recent TCAP/EOC
19 in that particular content OR have maintained a “B” average or higher in the latest course in
20 that content area OR a parent or teacher recommendation will be considered.
- 21
- 22 6. Cambridge International: Students must perform on-track or higher on the most recent
23 TCAP/EOC in that particular content OR have maintained a “B” average or higher in the latest
24 course in that content area OR a parent or teacher recommendation will be considered.
- 25
- 26 7. College Level Exam Program: Students must perform on-track or higher on the most recent
27 TCAP/EOC in that particular content OR have maintained a “B” average or higher in the latest
28 course in that content area OR a parent or teacher recommendation will be considered.
- 29
- 30 8. International Baccalaureate: Students must perform on-track or higher on the most recent
31 TCAP/EOC in that particular content OR have maintained a “B” average or higher in the latest
32 course in that content area OR a parent or teacher recommendation will be considered.
- 33

34 ~~The principal of each school shall have the authority to require additional criteria for the~~
35 ~~enrollment in advanced courses to fit the needs of the students within the school.~~

1 NOTIFICATION¹

2 Parent(s)/guardian(s) shall be provided written notification of a student's eligibility to enroll in
3 advanced courses. The notification shall state that a student will remain enrolled in the course unless
4 the parent/guardian timely submits a written request for removal. The Director of Schools shall
5 determine the deadline to submit the request for removal.

6 Students may also be removed from an advanced course if the student's teacher determines that the
7 student should be removed based on performance over a period of time set in the principal's discretion
8 but no shorter than thirty (30) days of instruction and the principal approves the request to remove the
9 student.

10 COLLEGE LEVEL COURSES²

11 Students may earn credit by enrolling in a postsecondary institution and taking college level courses.
12 Students who take and pass dual enrollment courses at a postsecondary institution shall have their
13 postsecondary credits accepted for high school credit as a substitution for an aligned graduation
14 requirement course.

15 These courses may be offered at the high school, postsecondary institution, or online. If not offered on
16 the high school campus, the Board shall not be responsible for transportation. Any tuition or fees due to
17 enrollment in college level courses are the responsibility of the parent(s)/guardian(s).

18 Grades earned in such college level courses shall be used to determine class rank, grade point average,
19 and class valedictorian or salutatorian.

Legal References

1. Public Acts of 2021, Chapter No. 170; State Board of Education Policy 3.301
2. TRR/MS 0520-01-03-.03(8)

Rutherford County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Staff Time Schedules	Descriptor Code: 5.602	Issued Date: 01/30/20
		Rescinds:	Issued:

1 WORK SCHEDULES

2 The workday for full-time licensed and professional staff will be a minimum of seven hours and thirty
3 minutes¹ and will continue until professional responsibilities to the student and the school are completed.
4 Administrative meetings, curriculum development, student supervision, assigned duties, parent
5 conferences, group or individual planning, and extracurricular activities may require hours beyond the
6 stated minimum. Teachers shall be allotted an individual, duty-free planning period of two and one-half
7 (2 1/2) hours each week to provide time for planning, preparation for effective teaching, and attention to
8 major program improvement.² Work schedules for other employees will be defined by the Director of
9 Schools/designee, consistent with the Fair Labor Standards Act and provisions of this policy.

10 WORK WEEK DEFINED

11 Working hours for all employees not exempted under the Fair Labor Standards Act,³ including
12 secretaries, bus drivers, cafeteria, janitorial, and maintenance personnel, will conform to federal and state
13 regulations. The Director of Schools will ensure that job positions are classified as exempt or non-exempt
14 and that employees are made aware of such classifications. Supervisors will make every effort to avoid
15 circumstances which will require non-exempt employees to work more than forty (40) hours each week.
16 For purposes of compliance with the Fair Labor Standards Act, the workweek for school district
17 employees will be 12:00 a.m. Saturday until 11:59 p.m. Friday.

18 OVERTIME AND COMPENSATORY TIME⁴

19 The Board discourages overtime work by non-exempt employees. A non-exempt employee will not work
20 overtime without the express approval of his/her supervisor. All overtime work shall be expressly
21 approved in writing by the Director of Schools/designee. All supervisory personnel shall monitor
22 overtime on a weekly basis and report such time to the Director of Schools/designee. Principals and
23 supervisors will monitor employees' work, will ensure that overtime provisions of this policy and the
24 Fair Labor Standards Act are followed, and will ensure that all employees are compensated for any
25 overtime worked. Principals or supervisors may need to adjust daily schedules to prevent non-exempt
26 employees from working more than forty (40) hours in a workweek. Accurate and complete time sheets
27 of actual hours worked during the workweek will be signed by each employee and submitted to the
28 Director of Finance. The Director of Finance will review work records of employees on a regular basis
29 to make an assessment of overtime use.

30 In lieu of overtime compensation, non-exempt employees may receive compensatory time off at a rate
31 of not less than one and one-half (1 1/2) hours for one (1) hour of overtime worked, if such compensatory
32 time (1) is pursuant to an agreement between the employer and employee reached before overtime work
33 is performed and (2) is authorized by the immediate supervisor.

1 Employees will be allowed to use compensatory time within a reasonable period after requesting such
2 use if the requested use of the compensatory time does not unduly disrupt the operation of the school
3 district. Employees may accrue a maximum of 240 compensatory time hours before they will be provided
4 overtime pay at the rate earned by the employee at the time the employee receives such payment. A
5 supervisor has the authority to have an employee use their compensatory time instead of sick or vacation
6 time, as well as to have the employee go home and to use excess compensatory time, when workload
7 allows. In addition, upon leaving the school district, an employee must be paid for any unused
8 compensatory time at the rate of not less than the higher of (1) the average regular rate received by the
9 employee during his/her last three (3) years of employment or (2) the final regular rate received by the
10 employee.

11 Non-exempt employees whose workweek is less than forty (40) hours will be paid at the regular rate of
12 pay for time worked up to forty (40) hours. Such employees shall be provided overtime pay or
13 compensatory time as provided for working more than forty (40) hours in a workweek.

14 This policy shall be included in the staff handbook; however, employees will be provided with a copy
15 of this policy and will be required to sign this policy to acknowledge their understanding of overtime
16 and compensatory time provisions. Such signed policy shall be placed in the employee's personnel file
17 and shall constitute the written agreement in this section.

18 ATTENDANCE EXPECTATIONS

19 All employees are expected to be present during all work hours. Absence without prior approval, chronic
20 absences, habitual tardiness, or abuses of designated working hours are all considered neglect of duty
21 and will result in disciplinary action, up to and including, dismissal.

Legal References

1. TRR/MS 0520-01-03-.03(1)
2. TRR/MS 0520-01-03-.03(4); TCA 49-1-302(e)(2)
3. 29 CFR § 553.20—23
4. 29 CFR § 541.100—101, 200, 204, 300, 303

Cross References

- School Day 1.801
- Curriculum Development 4.200
- Reporting Student Progress 4.601

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Wellness	Descriptor Code: 6.411	Issued Date: 01/05/21
		Rescinds: 6.411	Issued: 06/09/16

1 The Board recognizes the value of proper nutrition, physical activity, and other health conscious
2 practices and the impact that such practices have on student academic achievement, health, and well-
3 being. In order to provide an environment conducive to overall student wellness, this policy shall be
4 followed by all schools in the District.¹

5 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

6 All schools shall implement the CDC's Coordinated School Health approach to managing new and
7 existing wellness related programs and services in schools and the surrounding community based on
8 State law and State Board of Education CSH standards and guidelines. The district's Coordinated
9 School Health Coordinator shall be responsible for overseeing compliance with State Board of
10 Education CSH standards and guidelines in the school district.

11 **SCHOOL HEALTH ADVISORY COUNCIL^{2,3}**

12 A district school health advisory council shall be established to serve as a resource to school sites for
13 implementing policies and programs and develop an active working relationship with the county health
14 council. The council shall consist of individuals representing the school and community, including
15 parents, students, teachers, school administrators, health professionals, school food service
16 representatives, and members of the public. The primary responsibilities of the council include but are
17 not limited to:

- 18 1. Developing, implementing, monitoring, reviewing and as necessary, making recommendations
19 as to physical activity and nutrition policies;
- 20 2. Ensuring all schools within the district create and implement an action plan related to all
21 School Health Index modules;
- 22 3. Ensuring that the results of the action plan are annually reported to the council; and
- 23 4. Ensuring that school level results include measures of progress on each indicator of the School
24 Health Index.

25 The State Board of Education's Coordinated School Health and Physical Activity Policies shall be used
26 as guidance by the Council to make recommendations. The Board will consider recommendations of
27 the Council in making policy changes or revisions.

28 Additionally, each school will have a Healthy School Team consisting of teachers, students, parents
29 and administrators.² The Team will be required to hold Healthy School Team meetings four (4) times
30 during the school year to assess needs and oversee planning and implementation of school health
31 efforts. The director of schools/designee will ensure compliance with the school Wellness Policy, to

1 include an assessment of the implementation of the Wellness Policy and the progress made in attaining
2 the policy goals. The assessment will be made open to the public.

3 **EVALUATION OF EFFECTIVENESS OF WELLNESS PROGRAM**

4 The Board shall monitor the effectiveness of the wellness program within a wide-range of student
5 constituency groups. Factors to be considered shall include but are not limited to:

- 6 1. Participation rates in school meal programs;
- 7 2. Nutrition satisfactory surveys;
- 8 3. Frequency and type of health problems which include medical issues, mental/emotional and
9 behavioral health;
- 10 4. Teacher surveys of student's classroom behavior, attention span, and memory; and
- 11 5. Test scores.

12 **COMMITMENT TO NUTRITION**

13 All schools within the District shall participate in the USDA child nutrition programs, including the
14 National School Lunch Program, the School Breakfast Program, the Summer Food Service Program,
15 and the After School Snack Program.^{4,5,6} The coordinated school health coordinator shall be
16 responsible for overseeing the school district's compliance with the State Board of Education Rules
17 and Regulations for sale of food items in the school district and that this Wellness Policy is being
18 fulfilled by all schools in the district.^{5,6}

19 Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate
20 time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be
21 encouraged. All food including vending machines, fundraising items, and concessions must meet
22 guidelines set forth by the Healthy, Hunger-free Kids Act, 2010, Smart Snacks in Schools.^{4,5,6} The
23 school principal/designee shall be responsible for overseeing the school district's compliance with the
24 State Board of Education Rules and Regulations for sale of food items in the school district.

25 **DISTRICT GOALS**

26 The District will promote healthy nutrition through various activities, including nutrition related
27 newsletters, informational links on the district website, healthy eating posters and bulletin boards in
28 dining areas, and informational booths at various community functions. Nutrition Education will be
29 offered as part of a standards based program designed to provide students with the knowledge and
30 skills needed to promote and protect their health as outlined in the State Board of Education
31 Health Education and Lifetime Wellness Standards. Nutrition Education will discourage teachers
32 from using high fat, sugar, and sodium foods as rewards and encourage students to start each day with
33 a healthy breakfast.

34 **COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION⁸**

35 The Board recognizes that physical activity is extremely important to the overall health of a child.
36 Schools shall support and promote physical activity.

1 Physical activity may be integrated into any areas of the school program. Physical Education classes
2 shall be offered with moderate to vigorous physical activity being an integral part of the class. Students
3 shall be encouraged by staff whenever possible to be physically active. All physical education classes
4 shall comply with the State Board of Education's Physical Education Standards.

5 Elementary school student shall receive a minimum of one hundred thirty (130) minutes of physical
6 activity per full school week. Middle and high school students shall receive a minimum of ninety (90)
7 minutes of physical activity per full school week.

8 Physical education and physical activity equipment on school grounds will meet accepted safety
9 standards for design, installation and maintenance in order to ensure the delivery of safe play areas,
10 facilities and equipment in all physical education classes.

11 In addition to the district's physical education program, non-structured physical activity periods shall
12 be offered as required by law, including but not limited to supervised structured recess to encourage
13 regular physical activity.

14 Teachers and other school and community personnel will not use physical activity (e.g., running laps,
15 pushups) or withhold opportunities for physical activity (e.g., recess, physical education) as
16 punishment.

17 Schools shall continue to offer after school sports and activities. ~~Physical activity shall not be~~
18 ~~employed as a form of discipline or punishment.~~

19 **COMMITMENT TO CURRICULUM**

20 All applicable courses of study should be based on State-approved curriculum standards.

21 **SCHOOL HEALTH INDEX³**

22 All schools within the district shall annually administer a baseline assessment on each of the
23 recommended School Health Index modules. Results shall be submitted to the School Health Advisory
24 Council and reported to the State Department of Education.

25 **RECORD KEEPING COMPLIANCE**

26 The District's Coordinated School Health Coordinator shall ensure records demonstrating compliance
27 with community involvement requirements are maintained. The Coordinated School Health
28 Coordinator shall additionally document that the school wellness policy and triennial assessments are
29 made available to the public.

Legal References

1. TCA 49-1-1002
2. State Board of Education Policy 4.204

Cross References

3. State Board of Education Policy 4.206
4. 42 U.S.C. 1758b (Section 204 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296))
5. TRR/MS 0520-1-6, Child Nutrition Programs
6. 7 C.F.R. 210 and 220
7. Public Acts of 2016, Chapter No. 669
8. T.C.A. 49-6-1021; 49-6-1022

Fund 141 - General Purpose School

Function	Object	Description	Pre-K Additional Grant Funding		
			Amended Budget	Decreases	Increases
46515		Early Childhood Education	1,488,705		
Total Revenue & Operating Transfers			429,647,220	0	177,411

Function	Object	Description	Pre-K Additional Grant Funding		Amended Budget
			Amended Budget	Decreases	
73400	116	Early Childhood Education - Teachers	1,744,487	25,000	1,769,487
73400	163	Early Childhood Education - Educational Assistants	814,490	17,750	832,240
73400	201	Early Childhood Education - Social Security	154,923	2,651	157,574
73400	204	Early Childhood Education - Pensions	254,902	4,500	259,402
73400	206	Early Childhood Education - Life Insurance	1,452	25	1,477
73400	207	Early Childhood Education - Medical Insurance	663,612	10,000	673,612
73400	210	Early Childhood Education - Unemployment Compensation	2,000	150	2,150
73400	212	Early Childhood Education - Employer Medicare	36,365	660	37,025
73400	299	Early Childhood Education - Other Fringe Benefits	5,867	100	5,967
73400	429	Early Childhood Education - Instructional Supp & Mat	53,492	56,000	109,492
73400	790	Early Childhood Education - Other Equipment	8,000	60,575	68,575
Total 73400			3,889,382	177,411	0
			444,326,636	177,411	0

This amendment budgets for an additional appropriation of State Pre-K grant funding that was awarded to Rutherford County for the current fiscal year. This additional grant award will fund one additional Pre-K teacher and EA at both Christiana Elementary and Wilson Elementary Schools as well as fund additional Pre-K instructional supplies and other Pre-K classroom equipment.

Recommended Motion: to amend the FY 2021-22 General Purpose School Budget as presented for a total of \$177,411 to budget for additional Pre-K grant funding.

Bill C. Spurlock, Director of Schools

Date

Tiffany Johnson, Chairman of the Board

Rutherford County Schools
 School Nutrition Fund 143 Budget Amendment #3

Func_obj	Description	NSLP Grant, revenue cleanup		Amended 2021/22 Budget
		Amended 2021/22 Budget	Amended 2021/22 Budget	
43521	Lunch payments-children	6,300,000	5,100,000	1,200,000
43522	Lunch payments-adults	210,000	110,000	100,000
43523	Breakfast pmts - children	575,000	510,000	65,000
43525	A la carte sales	725,000	225,000	500,000
44110	Investment income	20,000		20,000
46520	State school food service	180,000		180,000
47111	USDA reimb. - lunch	9,000,000	9,000,000	-
47112	USDA - commodities	1,552,000		1,552,000
47113	USDA reimb. - breakfast	2,500,000	2,500,000	-
47114	USDA reimb. - other	1,516,086	-	23,848,086
	Revenue	22,578,086	17,445,000	22,332,000
				27,465,086

Func_obj	Description	NSLP Grant, revenue cleanup		Amended 2021/22 Budget
		Amended 2021/22 Budget	Amended 2021/22 Budget	
73100-354	Transport.-commodity delivery	150,000	35,000	185,000
73100-399	Other Contracted Services	500,000	500,000	1,000,000
73100-421	Food Preparation Supplies	1,100,000	200,000	1,300,000
73100-422	Food Supplies	7,700,000	3,000,000	10,700,000
73100-469	USDA - commodities	1,000,000	552,000	1,552,000
73100-710	Equipment	20,000	600,000	620,000
	Total Expenditures	22,486,915	4,887,000	27,373,915

 Chairman of the Board

 Date

 Director of Schools

Facilities and Construction

February 24,2022

Rockvale High Request for Concrete for Batting Cage: Principal Steve Luker and the Rockvale High Baseball team have made a request to add a concrete pad for a batting cage. Engineering and Construction has reviewed the request, and the location, and finds it acceptable. This request is at no cost to the Board

Recommend: Motion to approve the Rockvale High Baseball Batting cage concrete at no cost to the Board.

Rutherford County Schools

Application for Campus Construction Project

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

1. School Name - *ROCKVALE HIGH SCHOOL*
2. Principal - *STEVE LUXER*
3. Project Name - *ROCKVALE BASEBALL BATTING CAGE*
4. Assistant Principal who is overseeing the project - *JASON CRUTCHFIELD*
5. Does project support recreational sports, athletics or education? - *ATHLETICS*
6. Does this project meet all gender equity criteria? *FUNDED PRIVATELY BY BASEBALL*
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)
BASEBALL
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate.
\$8,000 - \$12,000 *40 x 70 concrete pad.*
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. *PRIVATE, DONATIONS, School Account money thats been raised*
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? *NO GRANT*
Do construction plans meet criteria for funding?
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan *NO LOAN*
12. Do you have a site layout showing where this project will be constructed on campus?
YES, ATTACHED
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? *YES,*
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? *NO CONNECTIONS Required*
15. Are plans drawn and stamped by Architect/ Engineer?
No plans, concrete pad

16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes) *NO*
17. What is your time line for completion of project? When will it start and when will it be completed? *START - ASAP*
END - END OF APRIL
18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services. *NO COST TO THE BOARD*
19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work? *Concrete CO. will oversee the site pouring. Shea Diehl, baseball coach will help oversee the project.*



Summit Concrete
 1784 W Northfield Blvd #342
 (615) 295-4547
 www.summitconcretetn.com

Proposal #4879
 Created: 02/11/2022
 From: Chuck Akers

Proposal For

Rockvale High School Baseball
 6545 State Hwy 99
 Rockvale, TN

mobile: 6155425877
 diehls@rcschools.net

Location

6545 State Hwy 99
 Rockvale, TN 37153

Terms

Due on receipt

Batting Cage Pad

ITEM DESCRIPTION	AMOUNT
A) Broom Finish - Description of Work Install concrete flatwork (approximately 2,800 square feet) with commercial mix 3,500 PSI. Light trowel finish with control joints. Includes vapor barrier. 40 x 70 2,800 Estimate does not include gravel or concrete. Customer to get donated and provide or pay for separate. Includes pump cost to pump concrete.	\$ 8,583.33
B) Charitable Contribution	\$ -2,500.00

"Each one should use whatever gifts he has received to serve others, as faithful stewards of God's grace in its various forms." 1 Peter 4:10

TOTAL	\$ 6,083.33
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Signature

x _____

Date: _____

Please sign here to accept the terms and conditions

Sales Reps

Chuck Akers	Phillip Mullins
Office: (615) 295-4547	Office: (615) 295-4547
chuck@summitconcretetn.com	phillip@summitconcretetn.com

Photos



Jessie Silva

(629) 772 2040

7530 Antietam Ln, Murfreesboro

TN 37130

Concrete Pad Base

QUOTE #01

Shay Diehl

6545 State Hwy 99

Rockvale Ten. 37153

PREPARED DATE

Jun 02 2022

EXP. DATE

Aug 06, 2022

ITEM	QTY	PRICE	TOTAL
Pad Prep Dig out and rock base 40x70	1	\$2800	\$2800
Frame out and level set. Slick finish of pad and prep complete	1	\$1200	\$1200
Labor	1	\$1500	\$1500
			\$6,500



Rockvale Baseball Cage Pad

02-09-2022 Quote: #327
Don Ayers Excavation/Pads

Shay Diehl/High School Baseball Coach

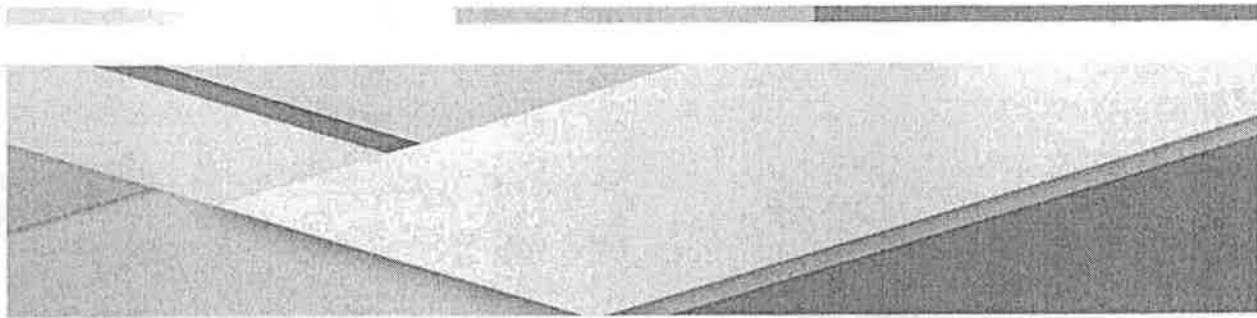
Prepared Date: Feb 10 2022

6545 State Hwy 99
Rockvale Tn 37153

Project Overview

1. Form out of 40x70 pad
2. Compacted Pad with Rock Base
3. 4 inch Pad with slick finish: \$5700
4. Labor: \$3300

Project Proposal Total- **\$9000**



Rockvale Concrete Pad Proposal

02-02-2022

Sam Miller

Sam.miller9122gmail.com

Phone Contact (228) 627-4621

Pouring of 40x60 Concrete Pad

Framing out of 40 X 70 pad for concrete Pad (To be furnished buy Smyrna Ready Mix

Gravel Base and setup for concrete pour (Straight edge Pad)

Rough setup/slick finish top

\$4500

Labor Material

\$5600

Total for project

\$10100

Exp. Date June 1st.

Agreement to proposal Signature

Date _____

Proposal Quotation Subject to Following conditions

The general terms and conditions are subject to purchase, concrete supplied through Smyrna Ready Mix.

Fwd: Rockvale high school batting cage

Tanya Webb <WebbT@rcschools.net>

Sun 2/13/2022 9:55 AM

To: Shea Diehl <diehls@rcschools.net>; Eva Carter <theevacarter@gmail.com>

[Get Outlook for Android](#)

From: Jeremy Ferguson <jeremyferguson1877@gmail.com>

Sent: Saturday, February 12, 2022 7:12:51 PM

To: Tanya Webb <WebbT@rcschools.net>

Subject: Rockvale high school batting cage

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Ferguson construction

• 123 highway 82east Bell Buckle Tn 37020
9315800609

Estimate on 40*70*4 concrete slab

Concrete 38 yards at \$6000

Gravel 5 loads \$3000

Labor to pour and finish is \$6300

Total estimated cost is: \$15300

Sent from my iPhone

Fwd: Estimate @ Rockvale school

Tanya Webb <WebbT@rcschools.net>

Sat 2/12/2022 2:30 PM

To: Shea Diehl <diehls@rcschools.net>; Eva Carter <theevacarter@gmail.com>

Get [Outlook for Android](#)

From: Andrew Brantley <fabworks247@gmail.com>

Sent: Saturday, February 12, 2022 1:53:00 PM

To: Tanya Webb <WebbT@rcschools.net>

Subject: Estimate @ Rockvale school

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Brantley Concrete
9316074164
Shelbyville, TN 47160

Estimate for Rockvale batting cage slab

70x40 slab-light broom finish 3000psi
Fiber reinforced
Compacted gravel base
Saw jointed min 12x12

Total cost labor and materials
19,500\$

Thanks, Andy Brantley