

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

**January 11, 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: December 9, 2021**
- B. Community Use of Facilities**
- C. Transportation: Bus #227 – Termination of Contract for Donald Godbee**
- D. Title I Contract: 35 Hour - Extended Contract at LaVergne Middle School**
- E. Out of County Transfer Student (2)**
- F. Routine Bids: Bid #3565 – Case Assessment Printing**

Request to Purchase:

Rutherford County Board of Education request to use Macon County Schools bid for drug and alcohol screenings through American Management Services.

Rutherford County Board of Education request to use Sevier County School System's RFP #FP-780-FY19-01 for Professional Development and Materials through 95 Percent Group Inc.

G. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Brayan Bunyi *3	NTE \$420.00	LaVergne Middle	School Funds – Boys and Girls Basketball	Basketball Timekeeper
LaToya Leavy	NTE \$1,500.00	Oakland High	School Funds – Football	Working the Football gate
Mitzi Wilson *6	NTE \$700.00	Oakland High	School Funds – Football	Bus Driver
Kevin Wright *6	NTE \$1,075.00	Oakland High	School Funds – Football, Band + Boys Basketball	Bus Driver
Melissa West	\$23.50/hour	Oakland Middle	Various Outside Groups	Site Supervision
Dakota Crane	NTE \$2,000.00	Rockvale High	School Funds – Football	Field Mowing + Maintenance
Brian Guthrie	NTE \$2,000.00	Rockvale High	School Funds – Football	Field Mowing + Maintenance
Meggan Woodard	NTE \$750.00	Rocky Fork Middle	School Funds – Track	Assistant Track Coach
Andrew Smeltzer	NTE \$2,358.00	Stewarts Creek High	School Funds – Baseball	Assistant Baseball Coach
Zachary Taylor	NTE \$1,779.00	Stewarts Creek High	School Funds – Baseball	Assistant Baseball Coach
Sean Buchanan	NTE \$1,990.00	Blackman High	School Funds – Football	Assistant Football Coach
Tyrone Newsome	NTE \$1,500.00	Blackman High	School Funds – Softball	Assistant Softball Coach
Jeremy Selvidge	NTE \$1,200.00	Blackman High	School Funds – Cross Country	Assistant Cross Country + Track Coach
Lori Walker	NTE \$1,000.00	Central Magnet	School Funds – Swimming	Assistant Swimming Coach
Eric Bonner	NTE \$2,000.00	Oakland High	School Funds – Boys Basketball	Assistant Boys Basketball Coach
Nicole Randolph	NTE \$500.00	Rocky Fork Middle	School Funds – Softball	Assistant Softball Coach
Preston Boyd	NTE \$2,000.00	Smyrna High	School Funds – Baseball	Assistant Baseball Coach
Sydney Moore	NTE \$1,000.00	Stewarts Creek	School Funds – Boys + Girls Basketball	Clock Worker at Basketball games
Sara Carmichael	NTE \$500.00	Whitworth Buchanan	School Funds – Archery	Archery Coach

**Unless listed as an hourly rate

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

H. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coaches are for the 2022-23 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Lexi Chadwell	Central Magnet	Softball
Zach Toliver	Smyrna High School	Track
Patrick Gatlin	Rocky Fork	Baseball
Tavarus Holloway	Oakland Middle	Boys Basketball
Tommy Bain	Eagleville	Softball
Bart Cox	Oakland Middle	Archery
Jeff Shipley	Stewarts Creek Middle	Softball
Jonathan Stickler	Siegel High School	Wrestling
Zoey Thompson	Oakland High School	Girls Wrestling
Alex Sharp	Siegel High School	Football
Sarah Parker	Riverdale High School	Boys Soccer
Tyrone Newson	Blackman High School	Softball
Derek Fuqua	Riverdale High School	Football/Track
William Ford	Smyrna Middle School	Baseball
Madison Woodruff	Riverdale High School	Softball

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

6. VISITORS

7. INTRODUCTION

New Communications Specialist – Grayson Maxwell

Grayson Maxwell has joined the Communications Department in the communications specialist position. In this role, he will share information about our schools and students with parents and the community at-large.

New School Safety Director – Patty Oeser

Patty Oeser has joined the Student Services Department as the School Safety Director. In this role, she will oversee the safety of our schools and students of Rutherford County Schools.

8. RECOGNITION

We would like to recognize the Central Magnet Girls' and Boys' Cross-Country Teams that captured the TSSAA A/AA State Championship on November 5, 2021, with an average time of 19:51 for the girls and 17:01 for the boys.

Coach Allen Nichols is here to say a few words about his team and their season.

9. SIGNING BONUS INCENTIVES FOR HARD TO STAFF SUBJECT AREAS (TAB 2)

The signing bonus incentive for hard to staff subject areas submitted to the state each year is presented for Board approval

Recommended Approval---motion to approve the Signing Bonus Incentives for Hard to Staff Subject Areas for the 2022-2023 school year as presented.

10. AFFILIATION AGREEMENT WITH CUMBERLAND UNIVERSITY (TAB 3)

The Jeanette C. Rudy School of Nursing and Health Professionals at Cumberland University has requested affiliation with RCS. They would like their Level 4 students to shadow a school nurse as part of their Pediatrics/Community Health clinical rotations.

Recommended Approval---motion to approve the Jeanette C. Rudy School of Nursing & Health Professional at Cumberland University as presented.

11. ATLAS PROGRAM MEMORANDUM OF AGREEMENT (TAB 4)

STARS (Students Taking A Right Stand) will provide a master's level Specialist to work with elementary ATLAS students providing trauma informed care, mental health services, and social-emotional support for homeless students throughout the district.

Endure Athletics will provide additional after school tutoring, meals, mentorships, and summer programming, including transportation at no cost to students living in motels and shelters.

POSSIP will add a new communication tool for homeless students and their parents that will communicate to families in over 100 languages. The app will allow schools and parents to easily share information and feedback. The district will be able to analyze feedback from parents to adjust the ATLAS program as needed to meet the needs of our homeless students and families.

Recommended Approval---motion to approve the Memoranda of Agreement between STARS, Endure Athletics, and POSSIP and the ATLAS Program as presented.

12. TITLE 1 FUNDS REQUEST FOR DAVID YOUREE ELEMENTARY (TAB 5)

David Youree Elementary requests the purchase of the Phonics Deluxe Package from 95% Group. This phonological awareness deluxe package includes basic and advanced phonics lesson library with decodable passages and basic and advanced phonics chip kits for students identified as Tier II and Tier III in the building. These lessons can be integrated into small group lessons and meet students where they are on the phonetic continuum during the built-in intervention time in the school schedule.

Recommended Approval---motion to approve \$11,055.00 of David Youree Elementary's Title I funds for the purchase of the Phonics Deluxe Package from 95% Group to address students identified in the building needing additional phonological awareness support as presented.

13. TRANSPORTATION (TAB 6)

- 1. The Transportation Department will be providing bus services to support the after-school tutoring program completely funded by TN ALL CORPS funds. TN ALL CORPS funds will provide contractors \$200 a route for the duration of the 26 scheduled sessions.**

Recommended Approval---motion to approve Rutherford County Schools TN ALL CORPS funded Bus Extended Sessions Agreement as presented.

- 2. Transportation has been made aware of some out of service school buses being sold that still have "Rutherford County Schools" on the side. Transportation would like to add an addendum requiring contractors to remove "Rutherford County Schools" on any bus sold to an individual or entity outside of RCS.**

Recommended Approval---motion to approve the attached contract addendum requiring contractors to remove "Rutherford County Schools" on any bus sold to an individual or entity outside of RCS as presented.

14. CURRICULUM AND INSTRUCTION (TAB 7)

1. 2021-2022 Academic Calendar Adjustment:

State guidelines require all certified personnel to earn 30 In-service hours per school year. Rutherford County Schools builds in 24 of these into 4 “In-service days” throughout the school year. The remaining 6 hours are to be earned at each teacher’s discretion throughout the school year.

With the cancellation of the in-service day on January 3rd due to inclement weather, a replacement date is needed. March 10th, 2022 is already scheduled to be an early release day (3 hour 15 minutes for students) we propose to replace the early release day with an in-service day. If approved, students will not attend on March 10th, 2022.

Recommended Approval---motion to approve modification of 2021-2022 Academic Calendar to replace the March 10th, 2022 early release day with an in-service day as presented.

2. 2022 High School Graduation Dates, Times and Locations:

Recommended Approval---motion to approve the High School Graduation dates, times and locations for the class of 2022 as presented.

3. Charter School/School Choice Coordinator Position:

Curriculum and Instruction is requesting to hire a Charter School/School Choice Coordinator to oversee the entirety of the School Choice programs for Rutherford County Schools. This position would begin tentatively by February 1st for the beginning of the state recognized 22-23 application cycle. Rutherford County Schools has received 3 different letters of intent from individuals representing a charter school that plan to apply during the cycle. The position will be funded through the use of ESSER 3.0 funds.

Recommended Approval---motion to approve Charter/School Choice Coordinator Position as presented.

4. ESL Department:

Curriculum and Instruction is requesting to move a previously approved facilitator position to an ESL specialist position to work specifically with secondary students. The change in position is needed due to the increased number of ELS at the secondary level and to support secondary instruction with English Language learners. This position is funded with ESSER 3.0

Recommended Approval---motion to approve change of ESL facilitator to ESL specialist position as presented.

15. FINANCIAL MATTERS (TAB 8)

1. Authorization for Skill level step increase for RCS hourly nutrition employees and Fund 143 Budget Amendment

Currently there are over 50 open hourly positions in the school nutrition department with minimal applicants. RCS is not unique with staffing shortages in these types of positions as food service employers throughout Rutherford County are struggling to maintain adequate staffing. With the USDA continuing to provide breakfast and lunch free to all students, the meal preparation of our students has increased dramatically to an average of over 40,000 meals served daily out of RCS school cafeterias. Currently, the school nutrition staffing shortage is placing a great burden not only on the remaining nutrition staff at our schools, but also on our principals, assistant principals and instructional staff that have filled in to help serve our students at mealtime as well. In an attempt to both attract and retain school nutrition staffing, it is requested that all hourly RCS food service employees be increased one skill level on the hourly salary schedule for classified employees, with the pay increase to be effective on the pay period ending January 29th with a pay check date on February 4th.

Recommended Approval---motion to approve the Skill Level Step Increase for RCS hourly nutrition employees and related budget amendment for Fund 143 of \$307,241 from additional current year school nutrition fund revenue as presented.

2. Creation of Position for a School Choice Charter & Special Projects Accountant

The Finance Department is requesting to hire a School Choice Charter & Special Projects Accountant to oversee the financial aspects of charter school applications and charter schools that operate in Rutherford County. The position would begin tentatively by February 1st for the beginning of the state recognized 22-23 application cycle. Rutherford County Schools has received 3 different letters of intent from individuals representing a charter school that plan to apply during this cycle. This position will coordinate with the School Choice Charter School Coordinator in the RCS Instruction Department. This position will be funded

through the use of ESSER 3.0 funds. Salary range for this position is \$65,000-\$75,000.

Recommended Approval---motion to approve the creation of a School Choice Charter & Special Projects Accountant and the related job description as presented.

16. FACILITIES (TAB 9)

1. Request from Principal Tamara Blair for Redstone Bank:

Principal Tamara Blair has requested to partner with Redstone Bank and provide a CTE program like those already in place at Blackman High School. Engineering and Construction has met with Redstone and Mrs. Blair to review the location and proposed renovation request and is in support of the project. All work and materials to be provided by Redstone Bank at no cost to the Board.

Recommended Approval---motion to approve the renovation for Redstone Bank at Riverdale High School at no cost to the Board as presented.

2. 5-Year Building Program:

Presented tonight are three different options for the Building Program. Option one is for three projects for the 2022-23 school year. Option two is for 4 Projects and option three is for 5 projects.

Please discuss and provide a motion for one of these or propose a different alternative.

Recommended Approval---motion to approve one of the three options presented or provide another option as presented.

3. Construction Project Updates:

Plainview Elementary Construction Update for January 2022

Site Work

- Installation of the site storm piping and rough grading for the future building are progressing well.**
- Road to Christiana Hoovers Gap Road is 90% complete.**

Central Magnet Annex HVAC Renovation Construction Update for January 2022

Building Construction

- **New**
- **Punchlist work to be completed by end of January.**

Rockvale Middle Additions Construction Update for January 2022

Site Work and Building Construction

- **Installation of the storm piping is complete.**
- **4 of 5 building pads are complete.**
- **Foundations and masonry walls to start by mid-January**
- **Change over from propane to natural gas is complete.**

Smyrna Middle Annex Renovation Construction Update for January 2022

Building Construction

- **Demolition is complete**
- **New electrical, fire alarm, and HVAC work has begun.**
- **Phase 1 of 2 to be complete by end of April.**

LaVergne Middle School Addition

- **The General Contractor has completed the building and it is occupied by the students. The weather is currently hampering the paving of the final topcoat in the parking lot and main drive areas due to excessive moisture/rain and cold weather.**

Rockvale Elementary School Addition and Renovation

- **The General Contractor has completed the placement of the base slab and the masonry contractor is currently constructing the exterior and interior walls in preparation for placement of the second-floor planks. The plumbing contractor has completed the rough-in of all water and sewer drops throughout the slab. The electricians are keeping pace with the masonry contractor and installing the electrical conduits.**

Bleacher Replacements

- **The contractor has completed the removal and installation of the bleachers at LaVergne High School, Riverdale High School and Oakland High School. They are currently completing the installation of the new bleachers at Smyrna High School and should be completed by the end of the week.**

Playground Renovations

- **All parts and accessories have been ordered for the playground renovations. The equipment for Stewartsboro has arrived and once the weather breaks, the contractor will begin demolition and installation of the new equipment.**

Buchanan Sewer Pump and Tight Line Installation

- **The contractor has completed the excavation and installation of the new pump, tank, and tight line for the sewer at Buchanan School. They are currently working in conjunction with Middle Tennessee Electrical to obtain power for the new pump system.**

Blackman High School Auditorium Seating Replacement

- **The contractor has the selected chairs ordered and slated to arrive at the end of the school year. The overall layout and plans have been reviewed and seating arrangements chosen by the school. Demolition will take place at the end of the school year with installation to follow.**

Buchanan Elementary School Parking Lot Expansion

- **Contractor has been notified the project is ready and they are currently waiting for the weather to break to begin the layout and excavation of the project.**

17. INSURANCE UPDATE

18. DIRECTORS UPDATE

19. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

20. FEDERAL RELATIONS NETWORK (FRN) UPDATE

21. GENERAL DISCUSSION

22. ADJOURNMENT

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

Minutes of December 9, 2021

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 Shelia Bratton.

3. MOMENT OF SILENCE

4. APPROVAL OF AGENDA

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

Vote: All Yes

Motion passes.

4. APPROVAL OF CONSENT AGENDA

A. Minutes: November 11, 2021 Board Meeting

B. Community Use of Facilities

- C. Transportation: Bus #68 – Termination of Contract for Patty Banks
Bus #120 – Termination of Contract for Allison Brown
Bus # 32 - Voluntary Transfer of Bus Contract from Daniel Hartley to Charles Fann**

D. Out of County Transfer Student (1)

- E. Routine Bids: Bid #3562 - Light Poles (Rockvale High School)
RFP #21-02 – Multilingual Language and Interpreter Services**

Request to Purchase:

Blackman Middle School would like to purchase a Gravely Pro-Turn 160 (991130) 60” Zero- Turn Mower from Sourcewell Grounds Maintenance 031121-ACO Contract from Ariens Company at a cost of \$7,431.84.

To be funded through Blackman Middle School.

F. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Richie Conner *6	NTE \$10,000.00	Blackman High	Various School Accounts	Bus Driver
Fred Shambaugh	NTE \$1,200.00	Blackman High	School Funds - Football	Assistant Football Coach
Sean Holt	NTE \$600.00	Blackman Middle	School Funds – Girls + Boys Basketball	Basketball Clock Operator
Rachel Jernigan	NTE \$1,000.00	Blackman Middle	School Funds – Archery	Assistant Archery Coach
Ariel Jones	NTE \$1,800.00	Blackman Middle	School Funds – Track	Assistant Track Coach
Allison Kenne	NTE \$800.00	Blackman Middle	School Funds – Track	Assistant Track Coach
Steven Sellers	NTE \$600.00	Blackman Middle	School Funds – Girls + Boys Basketball	Basketball Announcer
Christopher Biggs *6	NTE \$2,500.00	LaVergne High	Various School Accounts	Bus Driver
Andrew Chunn	NTE \$7,500.00	Oakland High	School Funds – Band + Band Boosters	Winter Drum Line Staff

Justin Stanford	NTE \$1,400.00	Oakland High	School Funds – Football	Football Gate Manager
Kevin Wright	NTE \$560.00	Oakland High	School Funds – Football	Football Announcer
Devin Drake	\$23.50/hour	Oakland Middle	Alliance Volleyball	Site Supervision
Edward Morgan	\$23.50/hour	Oakland Middle	Alliance Volleyball	Site Supervision
Rickey Field	NTE \$700.00	Riverdale	School Funds – Track	Meet Director/Starter for TSMAA sectionals
John Howse	NTE \$3,000.00	Riverdale	School Funds – Track	Timer for Track
Barry Marton *6	NTE \$2,500.00	Riverdale	Various School Accounts	Bus Driver
David Sunseri	NTE \$1,500.00	Riverdale	School Funds – Track	Assistant Track Coach
Henry Fields	NTE \$5,000.00	Siegel High	Various outside groups + school accounts	Building Supervisor + Run sound/lights
Samuel Gorden	NTE \$1,300.00	Siegel High	School Funds – Boys + Girls Basketball	Clock Keeper
Andy Bartsch	NTE \$1,500.00	Smyrna High	School Funds - Football	Assistant Football Coach
Doug DeGeer	NTE \$4,300.00	Smyrna High	School Funds - Football	Assistant Football Coach
Bradley Nix	NTE \$1,500.00	Smyrna High	School Funds - Football	Assistant Football Coach
Johnathan Tolbert *1&6	NTE \$150.00	Smyrna High	School Funds – JROTC	Bus Driver
Pernell Whitaker	NTE \$1,500.00	Smyrna High	School Funds - Football	Assistant Football Coach
Christopher Bissinger	NTE \$3,000.00	Stewarts Creek High	School Funds - Football	Film work, editing, and uploading
Jennifer Patterson	NTE \$4,000.00	Stewarts Creek High	School Funds – Softball	Field Maintenance
Preston Scott *6	NTE 2,500.00	Stewarts Creek High	School Funds - Football	Assistant Football Coach + Bus Driver
Anousak Vongsavath	NTE \$1,000.00	Stewarts Creek High	School Funds – Wrestling	Coaching Boys & Girls Wrestling
Heather Reedy *3	NTE \$250.00	Thurman Francis	School Funds – Events	DJ for Dance
Brenda Williams	NTE \$5,000.00	All Schools	School Funds or School Support Organization Funds	Accompanist for performances
Christine Brosend	NTE \$875.00	Siegel High	School Funds – Chorus	Piano accompanist for rehearsal + concert
Kyle Ramsey	NTE \$4,000.00	Oakland High	School Funds – Band + Band Boosters	Front ensemble lead for indoor drumline

Makayla Meredith	NTE \$500.00	Rockvale High	School Funds – Swimming	Lifeguard
Jeff Shipley	NTE \$ 1,500.00	Smyrna High	School Funds - Football	Football Announcer
Jason Tigg	NTE \$ 1,500.00	Smyrna High	School Funds - Football	Assistant Football Coach
Jennifer Hadley	NTE \$500.00	Stewarts Creek High	School Funds - Football	Manage concession stand
Bryce Haven	NTE \$ 1,500.00	Stewarts Creek High	School Funds - Football	Assistant Football Coach
Aaron Medley	NTE \$1,000.00	Stewarts Creek High	School Funds - Football	Assistant Football Coach
Kristine Phillips	\$30.00/lesson	Stewarts Creek High	School Funds – Chorus	Voice Tutor
Anna Smith	\$25.00/half hour lesson	Stewarts Creek Middle	SCM Music Boosters	Private Instruction
Tracy Harris *2	Hourly	Blackman Middle	School Funds – Boys + Girls Basketball	Bookkeeper for Basketball
Jamie Hill *2	Hourly	Rock Springs Middle	Victory Church	Building Supervisor

**Unless listed as an hourly rate

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

G. Non-Faculty Volunteer Coaches:

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

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

<u>Name</u>	<u>School</u>	<u>Sport</u>
Anna Kristine (Phillips) Smith	Stewarts Creek Middle	Choir
Anna Kristine (Phillips) Smith	Stewarts Creek High	Choir
Kyle Ramsey	Oakland High School	Band
Marty McCleary	Eagleville	High School Baseball
Chris Zentz	Eagleville	Wrestling
Shannon Bryant	LaVergne High School	Track
Mac Huddleston	Oakland High School	Archery
Raquel Vega-Gaskins	Oakland High School	Archery
Delaney Amos	Riverdale High School	Swimming

Jaylen Hughes	Riverdale High School	Wrestling
Chris Worley	Riverdale High School	Softball
Tommy Bogle	Rock Springs	Baseball
Bryson Randolph	Rockvale High School	Boys Basketball
Jeff Martin	Siegel High School	Tennis
Jason Martin	Smyrna High School	Tennis
Mike Sallee	Stewarts Creek Middle	Men's Basketball

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

Vote: All Yes

Motion passes.

5. VISITORS

Several visitors were signed up to speak. Chase Williams spoke in opposition of the proposed policy changes. Geneva Cook spoke on teacher specific issues. Chris Littleton discussed policies being proposed and Tanya Rogers addressed the board regarding the Springs Charter Public Schools.

6. INTRODUCTION

Staff Attorney, Monika Ridley introduced Ashley Dumat as the new Assistant General Counsel.

7. SPOTLIGHT ON EDUCATION

Congratulations to these three choir students – Robin Houghton (Riverdale High School), Audrey Redhair (Riverdale High School) and Isabella Kinard (Central Magnet), have been selected to perform at Carnegie Hall in February.

8. FINANCIAL MATTERS

1. Fund 141 GPS Fund Amendment, STREAM Mini-Camps

This amendment provides funding to a State and Federally funded Science, Technology, Reading, Engineering, Arts and Math (STREAM) mini-camp for K-5 grade level children in December 2021. This daily learning mini-camp will be hosted at 26 Elementary Schools for four hours daily (7:30-11:30) from December 20-23, 2021. The mini-learning camps will focus on creative problem solving for our students as this is one of the top soft skills needed in life. Students can build this skill by analyzing situations in the STREAM learning topics and trying different methods to find a solution.

Motion made by Mrs. Maxwell, seconded by Mr. Young, to approve the General-Purpose Fund Amendment for a total of \$515,388 to budget for the STREAM mini learning camps as presented.

Vote: All Yes

Motion passes.

2. Fund 141 GPS Amendment, United Way ATLAS Family Assistance Grant

This amendment budgets for the FY 2021-22 expenditures for a fully funded United Way Family Assistance Grant that was previously approved by the BOE. The Multi-year United Way grants funds one ATLAS family liaison position and the associated non-payroll cost for this position. The Liaison will coordinate with our ATLAS program families to help these students connect with the resources to help them stay in school during a time in their lives that may be one of the most challenging.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to amend the FY 2021-22 General Purpose School Budget for a total of \$82,300 to budget for the United Way Family Assistance Grant funding as presented.

Vote: All Yes

Motion passes.

9. PROPOSED ACADEMIC CALENDAR FOR 2022-2023

The 2022-2023 Academic Calendar meets all requirements by the Tennessee Department of Education. Additionally, it builds in four of the required five in-service days for our certified staff. Certified staff members will only need to complete six (6) additional hours of professional development to meet requirements of their contract.

Motion made by Mrs. Bratton, seconded by Mr. Estes, to approve the Academic Calendar for the 2022-2023 School Year as presented.

Vote: All Yes

Motion passes.

10. TRANSPORTATION

1. Assistant Transportation Director:

With ESSER 3:0 funding approval, Transportation requests to fund an Assistant Transportation Director. This individual will be responsible for meeting the transportation needs of special education, learning loss programs, summer camps, ATLAS, and all other aspects of Covid-19 related impacted responsibilities. This position will work closely with the Director of Transportation.

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve funding for an Assistant Transportation Director pending ESSER 3.0 approval as presented.

Vote: All Yes

Motion passes.

2. Edulog Coordinator:

Job Description change for Edulog Coordinator removing ATLAS responsibilities (now assigned to Assistant Transportation Director)

Motion made by Mrs. Maxwell, seconded by Ms. Sharp, to approve the updated Edulog Coordinator job description as presented.

Vote: All Yes

Motion passes.

11. TITLE II - OPEN UP RESOURCES

Open Up Resources will facilitate multiple workshops and learning walks to the following schools: Brown's Chapel Elementary, John Coleman Elementary, Plainview Elementary, and Roy Waldron Elementary.

- 1. Open Up facilitators will present workshops on January 11, 12, 13, and February 16, 17, 18, 2022 on planning for and implementing the EL Education Skills and ALL Block. The participants will work in grade level teams to plan small group ELA lessons to better meet the needs of their students through the use of data. Over these 6 days, there will be 80 K-5 classroom teachers that receive 6 hours of professional development.**

- 2. On January 26, 27, and March 8, 9, 2022, Open Up facilitators will lead administrators, district leaders, and coaches through learning walks of the above four schools. Administrators, district leaders, and coaches will learn how to look for evidence of best practices in classrooms, walk-through classrooms, and finally debrief about school trends.**

The total cost for the workshops is \$64,000.00 for the presenters. Rutherford County Title II funds will pay for 100% of the cost.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the contract between Open Up Resources and the Rutherford County Schools for the following teacher training workshop as presented.

Vote: All Yes

Motion passes.

12. DISCIPLINARY HEARING APPEAL

- 1. 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 Mr. Estes, seconded by Ms. Sharp, to affirm the decision of the DHA and uphold the remandment as presented.

Vote: All Yes

Motion passes.

- 2. The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to uphold the expulsion of a student from Rockvale High 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 Mr. Estes, to affirm the decision of the DHA and uphold the remandment as presented.

Vote: All Yes

Motion passes.

- 3. The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to uphold the remandment of a student from Oakland High 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 Ms. Sharp, seconded by Mrs. Maxwell, to affirm the decision of the DHA and uphold the remandment as presented.

Vote: All Yes

Motion passes.

- 4. The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to uphold the expulsion of a student from Oakland High 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 Mr. Estes, seconded by Mrs. Maxwell, to affirm the decision of the DHA and uphold the remandment as presented.

Vote: All Yes

Motion passes.

13. LEGAL

1. Policy Committee Recommended Policy Changes

Below are the policy changes recommend by the policy committee on the second and final reading:

a. Policy 1.400: School Board Meetings

Added guidelines for posters and material from visitors during school board meetings.

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.

c. Policy 1.703: School Attendance Zones and Exemptions

Updates zone exemptions policy to reflect new required state law, Public Chapter 479.

d. Policy 4.602: Grade Point Average (GPA) and Class Rank (9-12)

Clarifies ACT tie-breaking mechanism.

e. Policy 6.200: Attendance

Added clarity to process for approving excused absences for non-school sponsored extracurricular activities from State Board Policy.

f. Policy 6.502: Foreign Exchange Students

Placed control of acceptance/denial of foreign exchange students with principals and removed components no longer applicable.

2. New Policies

a. Policy 4.204: Summer Instructional Programs

Required by law. Sets out general expectations for summer learning and other learning loss programs mandated by law.

b. Policy 6.4052: Opioid Antagonist

New state law allows nurses to store Narcan to respond to overdoses.

Motion made by Mrs. Johnson, seconded by Ms. Sharp to not take action on Policy 1.400: School Board Meetings and Policy 1.404: Appeals to and Appearances Before the Board at this time and send them back to the Policy Committee Meeting in January for reconsideration.

Vote: All Yes

Motion passes.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the adoption of the above policies, excluding Policy 1.400 and 1.404 on the second and final reading as presented.

Vote: All Yes

Motion passes.

14. STARS NASHVILLE

Rutherford County Schools would like to add three additional STARS counselor positions to allow all high school student assistance services. The memorandum of agreement between STARS Nashville and the Rutherford County Board of Education would allow these additional services for the remainder of the 2021-22 school year and will be paid through ESSER 3.0 funds not to exceed \$131,250.00.

Motion made by Mrs. Maxwell, seconded by Mr. Young, to approve ESSER 3.0 funds to pay for three additional STARS counselor positions for the remainder of the 2021-2022 school year as presented.

Vote: All Yes

Motion passes.

15. SPECIAL EDUCATION

1. Job Description for Registered Behavioral Technician (RBT)

Currently, we have 12 Behavioral Educational Assistant positions to assist with the implementation of behavioral strategies during the Functional Behavioral Assessment and Behavior Intervention Plan process. Behavioral EA's receive training and are given the opportunity to become Registered Behavioral Technician (RBT) certified. Due to the difficulty retaining Behavioral Educational Assistants (BEA) after the employee gets their RBT certification, the district proposes transfer of the BEA to a Registered Behavioral Technician (RBT) position once RBT certified and/or hire RBT's instead of a BEA, when available, to work with students with challenging behavioral needs at a pay scale that is comparable work in the community through private agencies.

2. **Approval of Salary Scale for Registered Behavior Technician Position**

Registered Behavior Technician salary schedule would be a level 6 on the classified pay scale to be competitive with outside agencies hiring RBTs to complete ABA therapy. These positions will be funded out of either GP funding, IDEA funding, or CCEIS funds out of IDEA part B (depending on the budgeting of the current Behavior Educational Assistant.)

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve the Registered Behavior Technician salary schedule to be a level 6 on the classified salary scale using funding from either GP funding, IDEA funding, and CCEIS funds out of IDEA part B depending on the position and where it is budgeted as presented.

Vote: All Yes

Motion passes.

3. **Approval of Salary Scale for Behavioral Educational Assistants**

Behavioral Educational Assistants (BEAs) currently make \$1.00 per hour more than other Educational Assistants. Currently, we are not able to fill or retain Behavioral Educational Assistants due to the challenges encountered working with students with behavioral needs. These BEAs receive direct training and oversight from the Behavior Specialist and Board-Certified Analyst (BCBAs) on data collection, behavioral strategy implementation, and de-escalation techniques. Due to the nature of the training and challenges of working with students with behavioral needs, as well as the need for qualified candidates and retention of candidates, we propose the salary scale be at a level 4 on the classified salary scale.

Motion made by Mrs. Maxwell, seconded by Mr. Young, to approve the Behavior Educational Assistant (BEA) salary schedule to be a level 4 on the classified salary scale using funding from either GP funding, IDEA funding, and CCEIS funds out of IDEA part B depending on the position and where it is budgeted as presented.

Vote: All Yes

Motion passes.

4. **Contractual Agreement with Project Play Therapy, LLC**

Currently we are unable to staff our school psychologist due to the lack of qualified candidates. This contract would allow Rutherford County Schools to contract with Project Play Therapy for licensed School Psychologists at a rate of \$78.00 per hour to assist with staffing shortages.

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the contract with Project Play Therapy, LLC as requested by the client (RCS) at a cost of \$78.00 per hour. These services will be paid out of IDEA Special Education Funds as presented.

Vote: All Yes

Motion passes.

16. CURRICULUM AND INSTRUCTION: TECHNOLOGY LEAD STIPEND

Curriculum and Instruction is requesting to provide a \$1,000 stipend for the 21-22 SY to a certified teacher at each school. This supplement will help support the extra duties that are needed due to the increase in instructional technology and hardware support at the school level. The funding for the tech leads has already been approved as part of our ESSER 3.0 application. If successful, inclusion for the 22-23 SY budget will be requested. The responsibilities of the tech lead are as submitted in Tab 9.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve a \$1,000 tech lead stipend for the 2021-22 school year for a certified teacher at each school as presented.

Vote: All Yes

Motion passes.

17. FACILITIES

1. Request from CTE to install an exterior Cooler at Blackman High School

CTE has submitted a request to install an exterior walk in cooler/freezer at Blackman High for the Culinary Arts Program. Dr. Justus is in support of this request. Engineering and Construction has reviewed the purposed location and will work with CTE to determine final location for the equipment. This request will be funded through the CTE Program and will be placed out for bid. Engineering and Construction recommends this request.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve the CTE request the cooler/freezer for Blackman High School Culinary Arts to be funded through the CTE program as presented.

Vote: All Yes

Motion passes.

2. ESSER II Smyrna High HVAC Bid #3545-21

On Thursday November 18, 2021 Purchasing received bids for the Smyrna High School HVAC equipment replacement project. This project was requested to be funded through ESSER II funds. The project cost, including Alternate #1, is \$1,769,518.00, is over the original budget of \$1,500,00.00. Engineering has worked with Federal Projects and moved remaining funds from other projects to this project and recommends awarding to Demand Mechanical lowest and best bid.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve Demand Mechanicals bid for Smyrna High, Bid #3545-21 of \$1,769,518.00 as presented.

Vote: All Yes

Motion passes.

3. Binkley Garcia and Rutherford County Schools win Elementary School of the Year for Plainview Elementary

The TSBA recognizes architectural firms for their excellence in design each year. RCS was notified on October 21,2021 that the judges have chosen Plainview Elementary School as the winner of the Elementary category for the TSBA 2021 School of the Year Award. The prestigious award recognizes Binkley Garcia for their excellence in design. The TSBA commends Binkley Garcia and the Rutherford County School System for this achievement. Binkley Garcia and RCS were presented their awards on November 20,2021.

4. 5 Year Building Program (For Information Only)

Assistant Superintendent of Engineering and Construction, Trey Lee, led Discussions with board members concerning the 5 Year Building Program. Mr. Lee asked for feedback for the upcoming meeting in January.

18. INSURANCE UPDATE

Dr. Anthony stated the Insurance Study Committee Meeting will be next Tuesday, December 14, 2021 at 4:30 at the Rutherford County Board of Education.

19. DIRECTORS UPDATE

Director Spurlock spoke on Food and Nutrition's current staffing issues and ways to address these issues. He also spoke on information on the funding BEP formula. A meeting will be held in Dickson on December 17, 2021 to learn more about the new formula.

20. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Maxwell stated the legislature called for partisan school board elections. Each county Democrat and Republican party can decide if they want to hold partisan elections and hold a primary in May. The Democratic party chose not to but the Republican executive council voted in favor of it.

21. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Mrs. Maxwell reported there hasn't been a mask or vaccine mandate imposed on the school system due to the courts injunction.

22. GENERAL DISCUSSION

Discussion was held in regard to Charter Schools by the Board.

Mrs. Johnson welcomed Mr. Tim Holden to the Board. Mrs. Johnson discussed looking into calling a Board Retreat. She asked the board to look at dates in January and February to have the retreat.

23. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 6:41 P.M.

Tiffany Johnson, Board Chairwoman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

January 11, 2022

Fees

Oakland High	Ray Guy Prokicker.com, kicking camp, 12/18-12/19/21 8:30-3pm, football stadium, \$1400, <i>Retroactive Review, *subject to COVID-19 restrictions and updates.</i>
Oakland Middle	The Hit Lab, baseball practices, 11/4/21-1/31/22 5:30-8pm Su/W, ball field, \$18/hr, <i>Retroactive Review, *subject to COVID-19 restrictions and updates.</i>
Riverdale	TN Thunderbolts Softball 2013, 8u softball workouts, 1/3/22-2/22/21 1 day/wk, batting cage, \$25/wk, <i>*subject to COVID-19 restrictions and updates.</i>
Rock Springs Elementary	Top Notch Basketball, fundraiser, 2/20/22 3-5pm, gym, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Rockvale High	Rockvale Masonic Lodge #413, charity 5k, 3/12/22 7-10am, outside campus, \$300, <i>*subject to COVID-19 restrictions and updates.</i>
Siegel High	TN Soccer Club, soccer games, 2/12/22 8:30-12pm, soccer field, \$290, <i>*subject to COVID-19 restrictions and updates.</i>
Smyrna High	East Coast Sox, baseball practices, 5/31/22-10/1/22 M-Su 5:30-7:30pm when available, baseball facility, <i>*subject to COVID-19 restrictions and updates.</i>
Walter Hill Elementary	Restoration Church, church services, 12/12/21-12/12/22 7am-3pm Sundays, classroom 122 & cafeteria, \$145/wk <i>*subject to COVID-19 restrictions and updates.</i>

No Fees

Blackman High	River Oaks Community Church, Special Needs Easter egg hunt, 4/9/22 8-12pm, gym (as back-up if bad weather), football field, No Fee (free to community) <i>*subject to COVID-19 restrictions and updates.</i>
Smyrna Primary	Smyrna Jr. Pro Basketball League, practices, 11/1/21-3/12/22 M-F 6-9:15pm, gym, No Fee, <i>Retroactive Review, *subject to COVID-19 restrictions and updates.</i>
Thurman Francis	Smyrna Jr. Pro Basketball League, games, 12/5/21-3/12/22 Saturdays, gym, No Fee, <i>Retroactive Review, *subject to COVID-19 restrictions and updates.</i>

Note: Facility use for 1/11/2022 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.**

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department has received a letter dated 12/18/2021 from Donald Godbee, contractor of bus #227, requesting voluntary termination of his contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Donald Godbee, effective as soon as possible.

35 Hour – Title I Funded - Extended Contract at LaVergne Middle School

Jaynece Mohammed, Shawn Pilkinton, Nathalie Rivera will complete 1 extended contract each:

- 1) The extended contract teachers will be utilizing best practices for Math, ELA and Science deficiencies. This individualized/small group, remediation program will target students based on learning deficiencies, data points such as assessments, progress reports, etc., along with teacher recommendation, and parent recommendation. This opportunity will provide instruction through computer based programs, small group activities in support of mastery of the Essential Standards and Tennessee State Standards.
- 2) Dates of the extended contract are:

Jaynece Mohammed, Shawn Pilkinton,
Nathalie Rivera
January 18– May 5, 2022
Tuesday, Wednesday, & Thursday
From 3:15 – 4:15

The total cost is 4550.00. Three 35-hour contracts. One at \$1750.00 and two at 1400.00. LaVergne Middle School Title I funds will pay for 100% of the cost for this contract.

Motion to approve, three 35 hour extended contracts for Jaynece Mohammed, Shawn Pilkinton, Nathalie Rivera, and Lavergne Middle School.

Title I

RUTHERFORD COUNTY

Title I

EXTENDED CONTRACT APPLICATION

Upon approval, this application becomes your contract

*Name: Jaynece Mohammed
First Middle Last

*School Assigned: LaVergne Middle

*School Phone: 615-904-3877

*School E-mail: Mohammedj@rcschools.net

*Years of experience: 9

*Level of Effectiveness: 5

*How was applicant selected: (to be completed by the principal)Small Group Abilities

*Certification Areas: English 7-12

*Number of contract hours per semester: 35 Hours : 50.00 per hour (paid at a rate of \$40.00 per hour for Level 3, \$45.00 per hour for Level 4, \$50.00 per hour for Level 5)

Circle type of contract requested:

1. Remediation:

- a. Description of services & proposed timeline for completion must be attached
- b. Monthly logs on required sheets must be submitted to the Title I Office unless otherwise noted on approval

2. Other: (briefly describe)

*Teachers are expected to follow all Board policies, procedures and school rules.

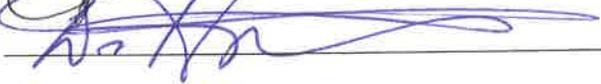
*No partial payments will be made.

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

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

*Contracts must be completed by May 11th.

*APPLICANT'S SIGNATURE:  Date: 12/4/2021

*PRINCIPAL'S SIGNATURE:  Date: 12.9.21

*BOARD CHAIR'S SIGNATURE: _____ Date: _____

*DIRECTOR'S SIGNATURE: _____ Date: _____

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)
The Title I Program does not discriminate on the basis of race, national origin, sex, handicap or age.

Title I

RUTHERFORD COUNTY

Title I

EXTENDED CONTRACT APPLICATION

****Upon approval, this application becomes your contract****

*Name: Shawn Pilkinton
First Middle Last

*School Assigned: LaVergne Middle

*School Phone: 615-904-3877

*School E-mail: Pilkintons@rcschools.net

*Years of experience: 2.5

*Level of Effectiveness: 3

*How was applicant selected: (to be completed by the principal)Small Group Abilities

*Certification Areas: Interdisciplinary Studies K-6

*Number of contract hours per semester: 35 Hours : **40.00 per hour** (paid at a rate of \$40.00 per hour for Level 3, \$45.00 per hour for Level 4, \$50.00 per hour for Level 5)

Circle type of contract requested:

1. Remediation:

- a. Description of services & proposed timeline for completion must be attached
- b. Monthly logs on required sheets must be submitted to the Title I Office unless otherwise noted on approval

2. Other: (briefly describe)

***Teachers are expected to follow all Board policies, procedures and school rules.**

***No partial payments will be made.**

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

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

***Contracts must be completed by May 11th.**

*APPLICANT'S SIGNATURE: Shawn Pilkinton Date: 12-9-21

*PRINCIPAL'S SIGNATURE: [Signature] Date: 12.9.21

*BOARD CHAIR'S SIGNATURE: _____ Date: _____

*DIRECTOR'S SIGNATURE: _____ Date: _____

*(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)
The Title I Program does not discriminate on the basis of race, national origin, sex, handicap or age.*

Title I

RUTHERFORD COUNTY

Title I

EXTENDED CONTRACT APPLICATION

Upon approval, this application becomes your contract

*Name: Nathalie Rivera
First Middle Last

*School Assigned: LaVergne Middle

*School Phone: 615-904-3877

*School E-mail: Riveran@rcschools.net

*Years of experience: 2

*Level of Effectiveness: 3

*How was applicant selected: (to be completed by the principal)Small Group Abilities

*Certification Areas: Elementary Education- Spanish (k-12)

*Number of contract hours per semester: 35 Hours : 40.00 per hour (paid at a rate of \$40.00 per hour for Level 3, \$45.00 per hour for Level 4, \$50.00 per hour for Level 5)

Circle type of contract requested:

1. Remediation:
 - a. Description of services & proposed timeline for completion must be attached
 - b. Monthly logs on required sheets must be submitted to the Title I Office unless otherwise noted on approval
2. Other: (briefly describe)

***Teachers are expected to follow all Board policies, procedures and school rules.**
***No partial payments will be made.**
***Monthly documentation is a requirement for Title I Extended Contracts. Failure to do so may result in cancellation of the contract with no payment.**
***No change can be made to an extended contract without prior approval from your principal and Federal Programs/RTI Coordinator, Mark Gullion. Failure to do so may result in cancellation of the contract with no payment.**
***Contracts must be completed by May 11th.**

*APPLICANT'S SIGNATURE: Nathalie Rivera Date: 12/9/2021

*PRINCIPAL'S SIGNATURE: [Signature] Date: 12/9/21

*BOARD CHAIR'S SIGNATURE: _____ Date: _____

*DIRECTOR'S SIGNATURE: _____ Date: _____

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)
The Title I Program does not discriminate on the basis of race, national origin, sex, handicap or age.

MEMORANDUM

DATE: January 4, 2022
TO: Bill C. Spurlock
FROM: Monika B. Ridley
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 Davidson County.

The student was remanded for bad behavior and drawings of a gun.

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: December 28, 2021
TO: Bill C. Spurlock
FROM: Monika B. Ridley
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 Davidson County.

The student was remanded for fighting/assault.

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 #3565 - Case Assessment Printing

Company	Elementary School Total Job	Middle School Total Job	High School Total Job
Staples	\$ 24,817.62	\$ 33,919.38	\$ 321.87
Wax Printing	\$ 44,158.18	\$ 61,262.67	\$ 738.27

Mailed to 18 vendors
16 vendors did not respond

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

To be funded through General Purpose Fund.

Signing Bonus Incentive for Hard to Staff Subject Area

Hiring Incentive for grades 6-12 math, English, ESL, chemistry, physics, world languages and special education (including social workers, school psychologists, speech language pathologists, BCBA with board certification)

Criteria:

1. A one-time signing bonus of \$4,000; paid \$2,000 in the fall and \$2,000 in the spring
2. Teacher must hold a valid TN teaching license with appropriate endorsement in that subject area
3. Teacher must be new to Rutherford County Schools, if returning to RCS or an existing employee must not have taught in any of these hard to staff areas as designated in this plan
4. Signing bonus is contingent on final employment approval.

Qualifying Endorsement Codes:

Math: 013, 122, 125, 413

Physics: 017, 129, 214, 414, 417

Chemistry: 016, 127, 212, 416

English: 001, 007, 101, 121, 159, 400, 401, 402, 407, 440, 959

ESL: 301, 490

Special Education: 063, 064, 065, 066, 067, 068, 069, 105, 108, 144, 145, 190, 191, 193, 194, 195, 196, 197, 198, 199, 200, 458, 459, 460, 461, 462, 463, 464, 465, 466, 468, 469, 498

World Languages: 163, 169, 170, 404, 409, 495, 496 and other equivalent world language endorsements

Student Teachers:

A one-time signing bonus of \$1,000; paid \$500 in the fall and \$500 in the spring will be awarded to those who have completed their student teaching in the district during the recent school year and contracted with RCS for the upcoming school year.

SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 1st day of December 2021 by and between Jeanette C. Rudy School of Nursing and Health Professions at Cumberland University, hereinafter referred to as "School" and Rutherford County Schools, hereinafter referred to as "Facility".

WITNESSETH:

WHEREAS School offers to enrolled students a degree program in the field of nursing; and

WHEREAS School desires to provide to its students a clinical learning experience through the application of knowledge and skills; and

WHEREAS, Facility has agreed to make its facility available to School for such purposes.

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

1. RESPONSIBILITIES OF SCHOOL.

(a) **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at School ("Program"), which Program shall be approved in advance by Facility. Such responsibilities shall include, but not be limited to, the following:

- (i) Orientation of students to the clinical experience at School.
- (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at School.
- (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with School.
- (iv) Continuing oral and written communication with School regarding student performance and evaluation, absences and assignments of students, and other pertinent information.
- (v) Supervision of students and their performance at School.
- (vi) Performance of such other duties as may from time to time be agreed to between School and Facility.
- (vii) Provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Facility (the "Program Participants") shall be accountable to the Facility's Administrator.

(b) **Insurance.** School shall obtain and maintain or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Facility and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program

Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Facility at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Facility, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

- (c) **Health of Program Participants.** All Program Participants shall pass a medical examination acceptable to Facility prior to their participation in the Program at Facility at least once a year or as otherwise required by Tennessee law. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Facility. In no event shall Facility be financially or otherwise responsible for said medical care and treatment. Program Participants will present the following health records on the first day of their educational experience at Facility (Program Participants will not be allowed to commence experiences until all records):
- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
 - (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
 - (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
 - (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
- (d) **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Facility's standards regarding same. All Program Participants shall remain on Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Facility.
- (e) **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Facility. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Facility and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Facility or the performance of services therein.
- (f) **Background Checks.** School shall, in a timely manner at either School's expense or the Program Participant's expense, conduct (or have conducted) a background check on every student assigned to the Program and every member of the staff/faculty responsible for supervision and/or instruction. The background check for students shall include, at a minimum, the following:

- (i) Social Security Number Verification.(ID Trace Pro)
- (ii) Criminal Search (7 years or up to 5 criminal searches).
- (iii) National Sex Offender Public Registry Search.
- (iv) FACIS (Fraud and Abuse Control Information Systems) -Level 3 individual search.
- (v) Tennessee Abuse Registry Search.

Should the background check disclose adverse information as to any student and/or member of the staff/faculty, School shall immediately remove said student and/or member of the staff/faculty from participation in the Program at Tennessee School for the Blind.

- (g) **School Status.** School represents and warrants to Facility that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Facility of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

2. RESPONSIBILITIES OF FACILITY.

- (a) Facility shall accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Facility. Facility shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Facility, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of students or Facility operations. Facility shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Facility shall at all times retain ultimate control of the Facility and responsibility for students.
- (b) Upon the request of School, Facility shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Facility or the School.
- (b) Any courtesy appointments to faculty or staff by either the School or Facility shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

Facility may request School to withdraw or dismiss a student or other Program Participant from the Program at Facility when his or her clinical performance is unsatisfactory to Facility or his or her behavior, in Facility's discretion, is disruptive or detrimental to Facility and/or its students. In such event, said Program Participant's participation in the Program at Facility shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.

The parties hereby acknowledge that they are independent contractors, and neither the school nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Facility. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Facility for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not receive any rights under this Agreement.

6. NON-DISCRIMINATION.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. INDEMNIFICATION.

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Facility and its officers, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements Facility shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Facility's performance of duties hereunder.

8. CONFIDENTIALITY.

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Facility and/or its students and not disclose or reveal any confidential information to any third party without the express prior written consent of Facility. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Facility. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

9. TERM; TERMINATION.

- (a) This agreement shall become effective on the 1st day of January 2022 and shall continue until terminated.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students

currently enrolled in the Program at Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Facility, such completion not to exceed six (6) months.

10. ENTIRE AGREEMENT.

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. CAPTIONS.

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

13. NO WAIVER.

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

15. ASSIGNMENT; BINDING EFFECT.

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in completely or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

16. NOTICES.

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Facility: Rutherford County Board of Education
2240 Southpark Drive
Murfreesboro, TN 37128
Attention: Ms.Sara Winters, Health Services & Homebound Services
Supervisor

If to School: Jeanette C. Rudy School of Nursing and Health Professions
at Cumberland University
One Cumberland Square
Lebanon, TN 37087
Attention: Ray Lynn Crutcher, Director of Operations

Or to such other persons or places as either party may from time to time designate by written notice to the other.

17. EXECUTION OF AGREEMENT.

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. HIPAA Requirements.

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The School shall direct its Program Participants to comply with the policies and procedures of Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Facility protected health information, the Program Participants are defined as members of the Facility workforce, as that term is defined by 45 CFR 160.103, when engaged

in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered employees of Facility.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

Professions

Jeanette C. Rudy School of Nursing and Health

School

By: _____
Paul C. Stumb Date

Title: President

By: _____
C. William (Bill) McKee Date

Title: Provost & Vice President for Academic Affairs

By: _____
Mary Bess Griffith Date

Title: Dean

Rutherford County Schools

Facility

By: _____

Title: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Rutherford County Schools ("Facility"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by the Jeanette C. Rudy School of Nursing and Health Professions at Cumberland University ("School") at Facility unless such injury or loss arises solely out of Facility's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian if Program Participant is under 18/Print Name

Date

EXHIBIT B

PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT

- Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected, and the patient has a right to the confidentiality of his or her patient care information whether this information is in written, electronic, or verbal format. PHI is individually identifiable information that includes, but is not limited to, patient's name, account number, birthdate, admission and discharge dates, photographs, and health plan beneficiary number.
- Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
- Students enrolled in school programs or courses and responsible faculty are given access to patient information. Students are exposed to PHI during their clinical rotations in healthcare facilities.
- Students and responsible faculty may be issued computer identifications (IDs) and passwords to access PHI.

Initial each to accept the Policy

Initial	Policy
	1. It is the policy of the school/institution to keep PHI confidential and secure.
	2. Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
	3. Whether at the school or at a clinical site, students are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear.
	4. Unauthorized removal of any part of original medical records is prohibited. Students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.
	5. Students and faculty shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients.
	6. A computer ID and password are assigned to individual students and faculty. Students and faculty are responsible and accountable for all work done under the associated access.
	7. Computer IDs or passwords may not be disclosed to anyone. Students and faculty are prohibited from attempting to learn or use another person's computer ID or password.
	8. Students and faculty agree to follow Facility's privacy policies.
	9. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Facility.

- I agree to abide by the above policies and other policies at the clinical site. I further agree to keep PHI confidential.
- I understand that failure to comply with these policies will result in disciplinary actions.
- I understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

Signature of Program Participant/Print Name

Date



**MEMORANDUM OF AGREEMENT
BETWEEN
RUTHERFORD COUNTY BOARD OF EDUCATION
AND
STARS Nashville
FY 21-22**

The Rutherford County Board of Education (RCBOE) agrees to pay STARS Nashville \$30,000 for student assistance services addressing substance misuse, violence, behavioral health issues and other social and emotional barriers to success for K-5 students that are served by the ATLAS program. Services will be provided by a full-time Student Assistance Counselor.

NATURE OF SERVICE

DUTIES AND RESPONSIBILITIES OF STARS

A. Intervention/Prevention/Intervention

- Provide and supervise STARS Counselor to serve designated Rutherford County Schools based upon the agreed level of service detailed above.
- Provide individual and group counseling support sessions for students affected by anxiety, depression, grief, loss, substance misuse, violence, anger, conflict management and other behavioral or mental health issues that interfere with students' abilities to thrive at school.
- Provide intervention and case management services as needed at selected school site(s).
- Provide crisis intervention as needed.
- Conduct prevention activities as directed by the ATLAS Liaison for Rutherford County Schools.
- Engage and collaborate closely with parents and guardians.
- Conduct interventions on behalf of the school with students and families. In such cases, the results and recommendations are then given to the student and appropriate individuals with a release of information that is signed by the student's parent or guardian.
- Collaborate with appropriate Rutherford County staff to coordinate internal and external referrals for student services.
- Collaborate as appropriate with other school and community partners who are providing prevention and intervention activities in the school.
- Conduct peer mediation/conflict resolutions training, restorative circles and program implementation as requested.
- Communicate on a regular basis with designated administrative personnel in order to improve coordination of services.
- Provide annual progress reports to the designated Rutherford County Representative and school administrators.
- Services may be modified to adhere to the safety recommendations of the CDC, State of Tennessee and RCBOE to ensure the safety of students and staff. In the event of school closing, individual and group

counseling support, case management services and classroom education may be provided via tele-health/ tele-support services.

B. General Program Administration

- Develop and implement program goals and objectives in consultation with the designated Rutherford County Representative.
- Comply with any grant requirements, which support the Rutherford County Schools and STARS services.
- STARS shall safeguard all rights of the student as legally and ethically required in accordance with federal and state laws and regulations.
- STARS agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of race, religion, creed, color, sex, age, national origin, gender, sexual orientation, gender identity, marital status, veteran status, or disability.
- STARS certifies that all staff working in Rutherford County Schools are in compliance with the terms of TCA§49-5-413 requiring criminal background checks for certain individuals working with students or appearing on the campus of a public school while students are present.

C. Teacher Trainings and Volunteer Management

- Identify and meet with the school SAP team at pre-arranged times.
- Conduct SAP overviews and SAP in-service presentations in all schools implementing STARS, as directed by the local school administration.

D. Student Training

- Provide support to student leadership activities.

E. STARS Counselor Training and Staff Development

- Provide opportunities for STARS Counselors to receive staff development and training regarding specific areas within student assistance.
- Training and staff development could include, but are not necessarily limited to the following trainings: SAP 101, Safety in Relationships, Substance misuse, DCS Reporting, Suicide Prevention, Bullying Prevention, Promoting Positive School Climate, SEL Topics, Mental Health Topics, Restorative Practices, Workplace Relationships, Title VI, Drug-Free Workplace, and others.
- Documentation of professional development and training materials will be provided to the designated Rutherford County representative if requested.

F. Performance Evaluation

- STARS conducts an annual performance evaluation for each STARS Counselor
- STARS Director of Prevention Services annually evaluates each employee based on feedback received from school sites, as well as from personal observation.
- Staff who do not meet the basic requirements of the position receive a performance improvement plan outlining what steps should be taken to improve performance. Monthly meetings occur until performance improves. Failure to meet minimum requirements may result in termination.
- Upon request, the designated Rutherford County representative may review the performance evaluation and feedback received on the Student Assistance Counselor.

G. Maintenance of Records

- STARS will maintain accounting records in accordance with generally accepted accounting principles.
- STARS shall comply with all applicable HIPAA and FERPA regulations.

H. Contingent Fees

- STARS will not be retained or retain any persons to solicit or secure a Rutherford County contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee.

I. Conflicts of Interest

- STARS warrants that no part of the contract amount shall be paid directly or indirectly to an employee or official of the Rutherford County Board of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to STARS in connection with any work contemplated or performed relative to this agreement.

RUTHERFORD COUNTY BOARD OF EDUCATION AGREES TO:

A. Counseling Services

- Provide opportunities for students to participate in STARS, and small groups or individual counseling, which meet weekly, or as needed
- Provide opportunities for students and staff to understand how to access STARS services.
- Inform parents/guardians of the availability of STARS services

B. General Administration

- Provide for a secure and confidential office space and telephone or telephone access for the STARS Counselors.
- Ascertain that STARS personnel shall secure access to Student PIN Numbers for students who participate in the STARS program for compliance with Outcome Evaluation Measures.
- Agree to hold all information and data relating to a student's participation in STARS as confidential in accordance with Code of Federal Regulations (CFR 42 Part 2) as well as by any federal, state or county statute governing confidentiality.
- Secure commitments from each school to participate in Program Evaluation (student outcomes, school climate information, student and staff satisfaction).
- Provide feedback to STARS Executive Staff as needed or desired.
- Communicate additional funding opportunities to STARS as they become available.
- Provide evaluation feedback about STARS' staff members consistent with the STARS personnel evaluation process.
- STARS will provide a statistical compilation of student, faculty and parent participation, along with a narrative at the end of each school year.

C. Parent Trainings

- Inform parents of all aspects of SAP at the school and opportunities for parent education and involvement.

D. Non-Discrimination

- RCBOE provides equal employment opportunities to all employees and persons served. No person will be discriminated against because of race, religion, creed, color, sex, age, national origin, gender, sexual orientation, gender identity, marital status, veteran status, or disability.
- RCBOE agrees to contact STARS Chief Operation Officer (COO) if there is a complaint of discrimination related to STARS services.

E. Fraud, Waste and Abuse

- RCBOE agrees to report any instance or suspicion of fraud, waste or abuse of STARS resources of any kind. Any knowledge or suspicion of fraud, waste, or abuse should be reported to the STARS (COO).

F. Workplace Injuries

- RCBOE agrees to report any workplace injuries to the STARS COO. STARS staff who are injured are required to file a Worker's Compensation (WC) Claim with STARS Human Resources Department and use the panel of healthcare providers designated by the WC company. Workplace injuries may require the STARS staff member be drug tested.

FUNDING AND RATE

The \$30,000 from the Rutherford County Board of Education represents a portion of the funding. Additional funding is provided through STARS philanthropic support.

Payment will be due to STARS upon the submission of invoice on the May 1, 2022 in the amount of \$30,000. In the event of extended school closure, STARS Tele-health support services will be invoiced at the same rate as on-site services.

PUBLICATIONS

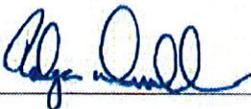
All publications, press releases, or written descriptions of the program will state that funding is provided in part by the Rutherford County Board of Education.

Both RCBOE and STARS acknowledge that both STARS and RCBOE are in a contractual relationship and this Agreement does not create an employer/employee relationship or allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employee or agents of one party shall not be deemed or construed to be the employees or agents for the other party for any purpose. STARS being an independent contractor, agrees to carry workers' compensation insurance, and other appropriate forms of insurance for all its employees.

STARS agrees to indemnify and hold RCBOE, its Board member, agents and employees, harmless from any liability claimed against RCBOE related to any action or failure to act by STARS, its agents or employees, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract or any warranty negligent entrustment, negligence in entering into the contract, and including any claim by a third party for the use of materials by any child, except when such claims arise out of any recklessness or intentionally tortuous act of RCBOE.

RCBOE is a government entity existing under the laws of the state of Tennessee and may not indemnify any party from liability. RCBOE is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that STARS has such liability.

SIGNATURES



Rodger Dinwiddie, STARS

Rutherford County Schools

12-16-2021

(DATE)

(DATE)



Endure Athletics Foundation

1809 Memorial Blvd
Murfreesboro, TN 37129
Phone: 615.653.7699
E-Mail: jbigelow@endureathletics.org
Web: www.EndureAthletics.Org

Memorandum of Agreement
Between
The Rutherford County Board of Education
&
Endure Athletics Foundation
2021-2022 School Year

Endure Athletics is non-profit organization that enriches the lives of homeless children and youth living in Rutherford County. We equip them with the necessary life skills, education support, and mentorship so that they can break their vicious cycle of poverty. We do this through our fee-free After School Program, 9-week Summer Camp, and various other enrichment activities throughout the year.

Services will be provided during the 2021-2022 school year and also 9-week during the summer for the amount of \$30,000

Payment of services provided will be rendered by the Rutherford County Board of Education (RCBOE) to the Endure Athletics Foundation following submission of invoice.

Endure Athletics Foundation agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of race, color, religion, sex, or national origin. Endure Athletics Foundation agrees to indemnify and hold RCBOE its members, agents, and employees harmless from any liability claimed against RCBOE related to any action or failure act of Endure Athletics Foundation, its agents, volunteers, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract, and including any claim by a third party for the use of materials by an child, except when such claims arise out of any recklessness of intentionally tortuous act of RCBOE.

RCBOE is a government entity existing under the laws of the state of Tennessee and may not indemnify any part from liability. RCBOE is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that Endure Athletics Foundation has such liability.

The undersigned agree to the terms this agreement has described above.

Endure Rep J Bigelow RCBOE Rep _____
Title Executive Director Title _____
Date: December 7, 2021 Date _____



Welcome to the Possip community! Below please find our Statement of Work.

Statement of Work

This Statement of Work is effective as of the signed date and is agreed to by the Parties and between Possip, Inc and the signer.

Under this Statement of Work, for an annual price included in your invoice, Possip will provide the following services:

1. Enroll participants into Possip's text-based and email survey platform.
2. Send participants a prompt at the frequency highlighted in your invoice for a text or email survey. Possip surveys will commence at a mutually agreed upon date.
3. Compile the results of survey responses in reports.
4. Provide partners a platform that:
 - a. Allows for customization of 1 additional question per week
 - b. Houses all reports and includes reports summarizing the responses from the previous survey beginning one week after the first survey is sent to participants
 - c. Provides trend and comparative data

Note that surveys and reports will only be provided for weeks where school is in session for at least three school days.

Customer will provide the following support to assist in the provision of the services described in this Statement of Work:

1. Provide general information to participants about the Possip partnership beginning at least one week before weekly surveys are to begin.
2. Provide information about the Possip service, which may include a newsletter, text or other update to teachers including language similar to:
 - a. Parents - we want your thoughts! To allow you to share your honest, timely praise and feedback we are partnering with Possip. Possip helps schools get weekly feedback from the people who matter most to our school's success by sending you weekly texts/emails and putting your feedback into a weekly report for our school.
3. Provide participant contact information to Possip (participants can opt into text or email or both) or for those who opted out clearly delineate those participants.

Note: Possip aims to only request Directory information, in compliance with FERPA.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed as of the date listed above by their respective duly authorized officers.

The undersigned agree to the terms of this agreement as described above.

A handwritten signature in black ink that reads 'Shani Dowell'.

Possip Representative:

Title: Shani Dowell

Date: 12/16/2022

RCBOE Representative: _____

Title: _____

Date: _____

By accepting the attached quote, the signer agrees to this statement of work and Terms and Conditions are agreed to. *Please consider all parts of this document confidential.*

Signer agrees to the Terms and Conditions attached hereto and incorporated herein by reference. For Possip's privacy policy visit www.possip.com

Terms and Conditions

These TERMS AND CONDITIONS, by and between Possip, Inc. ("Possip") and the signer ("Customer") are effective as of the date set forth in the Statement of Work (the Statement of Work and these Terms and Conditions together, the "Agreement").

- 1) Services. The parties agree to enter into the services provided in the SOW ("Services"). The parties may amend the scope of services by entering into an amended SOW in writing at any time.
- 2) Payment. Without limiting anything in the SOW, Customer shall pay Possip within 30 days after receipt of each invoice. Failure to pay within 60 days after the date of the invoice shall allow Possip to charge interest at the lesser of 1% or the maximum allowable by law on amounts due and owing. In the event that Customer desires to amend the scope of services, Possip will send an updated SOW and invoice.
 - A. Pricing for the contract is outlined below:
 - a. January 2022 - June 2022: \$1,750
 - b. July 2022 - June 2023: \$3,500
 - c. July 2023 - June 2024: \$3,500
- 3) Term and Termination.
 - a. The initial term of the Agreement shall commence on the effective date set forth in the SOW and continue for a period of one (1) year ("Initial Term") unless otherwise terminated in accordance with the Agreement. After the Initial Term, the Agreement shall renew for successive one (1) year periods, unless otherwise terminated, at the then-current rates for the Services.
 - b. Either party shall have the right to terminate this Agreement for any reason upon 30 days' prior written notice. Possip shall have the right to terminate this Agreement at any time upon written notice to Customer of a breach of this Agreement which, if curable, is not cured within 10 days after receipt of such written notice.
 - c. Upon termination, the Services will terminate immediately, and all outstanding monies owed will become immediately due and payable. Customer may keep all Deliverables in its possession. Sections 5-16 of this Agreement will survive.
- 4) License.
 - a. Possip hereby grants to Customer during the term, a non-transferable right to use all deliverables as described in the SOW ("Deliverables") for any internal use and may copy, distribute, display and publish such Deliverables for internal use. Possip agrees that it will not publish, distribute or use any of Customer's Deliverables in any way other than with and for Customer.
 - b. Possip hereby grants to Customer during the term, credentials to log into the weeklypossip.com or any successor password protected portions of the site to view information. Customer agrees to abide by the Terms of Use for such site, and Possip reserves the right to disable Customer's access if Customer violates the Terms of Use.
- 5) Intellectual Property. Customer acknowledges and agrees that Possip is the owner of various intellectual property

rights, including, but not limited to, copyright and trademark rights in its name and logo, copyright and trademark rights in the design and compilation of the Deliverables, know-how and trade secrets, and all other proprietary rights, copyright, moral rights, trade name, trade dress, design, patent and any other such rights now known or hereafter discovered, whether or not registered or registrable. All rights not expressly granted to Customer by Possip herein are expressly reserved by Possip. Possip at all times retains all right, title and interest in and to all of the intellectual property rights herein.

- 6) Data Use and Privacy. Without limiting anything to the contrary herein, to the fullest extent allowable by law, Possip is the owner of all data collected in connection with performance of the Services, and Possip shall have the express right to use such data as anonymized and aggregated for internal educational and research uses and to license to third parties for educational and research uses. No licensed information will contain any personally identifiable information or will identify Customer by name without express prior written consent of the Customer, provided however, that information such as geography, demographics and size of the school may be included.
- 7) Confidentiality. Each party understands and agrees that in the performance and/or receipt of Services, the other may obtain knowledge of "Confidential Information". The receiving party shall not, without written consent, use or disclose any such confidential information of disclosing party other than to fulfill its obligations under this Agreement. Information shall be considered confidential and subject to this agreement that: (a) is in writing or in other physical form and is marked "Confidential", (b) is orally or visually disclosed as "Confidential", (c) is derived from confidential information; or (d) is generally understood to be of a proprietary and confidential nature. Confidential Information of Possip includes, but is not limited to, information relating to its business or pricing and the contents of Customer's Agreement, to the extent that such information is allowed by law to remain confidential. It is agreed that the receiving party is not responsible for confidentiality of information, which is publicly available or becomes known in the market due to sources outside of the receiving party's control.
- 8) Disclaimers. Possip makes no warranties, express or implied, (a) regarding the accuracy of information contained in the Deliverables or that the Deliverables are error free, (b) that the Deliverables will meet the Customer's needs or requirements, (c) regarding results or outcomes arising from Customer's implementation of changes based on the Deliverables, (d) that the Deliverables are non-infringing, or (e) that the website, and all content contained thereon, including the Deliverables, will be available via Possip's third party host or will function in any environment or that text messages will be delivered. POSSIP DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY, EXPRESS OR IMPLIED, FOR ANY MATTER HEREUNDER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE DELIVERABLES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS.
- 9) Indemnification. To the extent allowed by law, customer agrees to indemnify, defend and hold harmless Possip, its affiliates, its and their employees, officers, directors, agents, successors or assigns from and against all third party claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorney fees) arising out of or relating to Customer's (a) breach of this Agreement, (b) violation of law, (c) negligent acts or omissions of Customer or any of its agents or employees, (d) or implementation of changes based on the Deliverables or Services.
- 10) Limitation of Liability. IN NO EVENT WILL POSSIP, ITS AFFILIATES, ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF HOW CAUSED, INCLUDING BUT NOT LIMITED TO WHETHER CAUSED BY TORT, NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, AND WHETHER OR NOT CUSTOMER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL POSSIP'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER DURING THE IMMEDIATELY PRECEDING 12 MONTH PERIOD.
- 11) Independent Contractor. Nothing herein shall be construed to create the relationship between the parties for any purpose whatsoever of partners, principal and agent, joint venturers or any other similar relationship. Nothing herein shall be construed to give either party the power or authority to act for, bind, or commit the other party, other than as expressly stated herein.
- 12) Force Majeure. Possip shall not be liable to Customer for any loss or damage resulting from any delay or failure in the performance of the Services or other obligations hereunder if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond its control. Such events, occurrences, or causes, include, without limitation, acts of God, strikes, lockouts, inability to secure materials, riots, acts of war, terrorists acts, governmental actions, pandemics, epidemics, floods, earthquakes, natural disasters, fires and explosions.
- 13) Notices. All notices required under this Agreement shall be in writing and deemed duly given or served when (a) delivered personally, (b) upon delivery when sent by registered or certified first-class U.S. mail, postage pre-paid, (c) upon delivery when sent by commercial overnight carrier, fees prepaid, or (d) by email, with read receipt. All notices shall be delivered to the addresses set forth in the SOW.

- 14) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Customer shall not assign, convey, transfer or sublicense this Agreement, in whole or in part, without prior written consent of Possip. Any such attempted transfer shall be deemed null and void. Nothing herein shall be deemed to limit Possip's ability to assign or transfer this Agreement.
- 15) Governing Law. This Agreement shall be governed by the laws of the State of Tennessee, without giving effect to any conflict of law provision. All claims arising hereunder shall be brought in the State and Federal courts located in Nashville, Tennessee, and the parties hereto irrevocably agree to the venue and jurisdiction thereof. Nothing herein shall be deemed to limit Possip from requiring Customer to submit disputes arising hereunder to arbitration.
- 16) Miscellaneous. No waiver by Possip of any provision herein shall be deemed a further or continuing waiver of any other provision, and any failure by Possip to assert a right shall not constitute a waiver of such right. If any provision herein is adjudged invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions will continue in full force and effect. These Terms and Conditions and the SOW constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements, written and oral with respect to the subject matter hereto.



Company Address 475 Half Day Road
 Ste. 350
 Lincolnshire, Illinois 60069
 United States

Created Date 12/9/2021
 Expiration Date 1/31/2022
 Quote Number 00025023

Prepared By Rebecca Hughes
 Phone (847) 496-9242
 Email rhughes@95percentgroup.com

Contact Name Heather Keweza
 Phone 615-904-6775 ext. 25726
 Email kwezah@rcschools.net

Bill To Name Rutherford County Schools
 Bill To Rutherford County Schools
 ATTN: Accounts Payable
 2240 Southpark Blvd.
 Murfreesboro, Tennessee 37128
 United States

Ship To Name Rutherford County Schools
 Ship To David Youree Elementary
 Attn: Heather Keweza
 250 Todd Lane
 Smyrna, Tennessee 37167
 United States

Description PA Deluxe =5
 Phonics Lesson Library
 Basic =2
 Advanced = 2
 Chip kits:
 Basic =5
 Adv. = 5
 Thank you so much!
 Rebecca

Product Description	Product	Sales Price	Quantity	Total Price
Phonological Awareness Deluxe Package	PA1504	\$390.00	5.00	\$1,950.00
Basic Phonics Lesson Library with Decodable Passages	PH1247	\$1,850.00	2.00	\$3,700.00
Advanced Phonics Lesson Library with Decodable Passages	PH1248	\$1,500.00	2.00	\$3,000.00
Phonics Chip Kit - Basic	PH2410	\$140.00	5.00	\$700.00
Phonics Chip Kit - Advanced	PH2420	\$140.00	5.00	\$700.00
Shipping & Handling - 10% of printed product	Z8910	\$1,005.00	1.00	\$1,005.00

Subtotal \$11,055.00
 Total Price \$11,055.00
 Grand Total \$11,055.00

Limited 30 day return/replacement policy: All product returns require prior approval. Please contact orders@95percentgroup.com to receive authorization. 15% restocking fee on all printed Phonics Lesson Library products. 10% on all other printed products. NO returns on opened shrink wrapped product. Damaged materials (stamped, written on, damaged from usage by client) will not be accepted. All sales are final for 95 Phonics Booster Bundle: Summer School Edition. NO refunds, exchanges or returns.

Tax amounts subject to change based upon applicable laws.

Please fax your quote and purchase order to 847-793-0033

**RUTHERFORD COUNTY BOARD OF EDUCATION BUS TRANSPORTATION
SERVICES CONTRACT 2022 EXTENDED SESSIONS/AFTER SCHOOL TUTORING**

THIS AGREEMENT is executed and entered into this the ____ day of _____, 20__ by and between _____ (“CONTRACTOR”), and the Rutherford County Board of Education, 2240 Southpark Drive, Murfreesboro, Tennessee 37128 (“the Board”). This Agreement ends on ____ day of _____, 2022.

BACKGROUND

CONTRACTOR is an owner-operator of one or more school buses and desires to provide student transportation services for the Board. The Board is willing to contract with the CONTRACTOR for this purpose. Pursuant to TCA § 49-6-2101(e), CONTRACTOR and the Board have mutually agreed that the terms and conditions of this Agreement will govern their relationship from this date forward and will supersede all prior agreements and understandings between them.

AGREEMENT

In consideration of the foregoing and the mutual covenants contained herein, CONTRACTOR and the Board agree as follows:

1. ROLE OF CONTRACTOR

The Board contracts with the CONTRACTOR to provide “daily service” student transportation services for Rutherford County Schools and such “other transportation” as individual schools, clubs, or departments may request.

- 1.1. “Daily services” is defined as all school-to-home transportation of any students of Rutherford County Schools that take place at the end of the school day for such students. Variations may be made for mid-day runs for students on abbreviated schedules, and locations such as daycares may be designated as the student’s “home” for the purposes of “daily services.”
- 1.2. “Other transportation” is defined as any school-approved transportation of students and Rutherford County Schools personnel other than daily services, e.g. transportation to/from extracurricular events. Daily services must be completed prior to a bus engaging in other transportation.
- 1.3. The Board shall provide liability insurance through Rutherford County’s self-insurance program on all school buses operated by CONTRACTOR to fulfill this Contract in an amount that will cover losses, property damages and bodily injuries to all third parties and protect the CONTRACTOR and CONTRACTOR’s bus drivers for any liability exposure during school related activities in an amount up to \$350,000. In addition, the Board will provide excess carrier insurance coverage up to a coverage limit of \$5,000,000 subject to any limitations and exclusions in Rutherford County’s excess liability insurance policy that will cover losses, property damages, and bodily injuries to all third parties and protect the CONTRACTOR and CONTRACTOR’s bus drivers for any liability exposure during school related activities. CONTRACTOR is responsible to obtain property casualty insurance on CONTRACTOR’s bus(es) if CONTRACTOR determines to do so. The general liability coverage referenced above shall be subject to the claims arising while CONTRACTOR’s bus is on school related activities, in transit to or from school related activities, or in transit for repairs or fuel. Said coverage

shall extend to liability claims to third parties caused by uninsured motorists in an amount up to \$350,000. Subject to Rutherford County continuing to carry excess carrier coverage for uninsured and underinsured motorist coverage, the Board will also provide uninsured and underinsured motorist coverage for CONTRACTOR during school related activities, in transit to or from school related activities, and in transit for repairs or fuel for any claims in excess of \$350,000 up to the amount of \$1,000,000, but said coverage will be subject to any limitations and exclusions provided in the Rutherford County's insurance policy with the excess carrier.

2. SPECIFIC DUTIES OF CONTRACTOR

CONTRACTOR will ensure that s/he and any drivers working for CONTRACTOR will perform those duties and services as are customarily performed by school bus drivers in the State of Tennessee and will perform those duties faithfully, conscientiously, and to the best of his/her ability. These specifically include but are not limited to the following:

2.1. Personal Conduct

- a. To engage in no act or omission that endangers the safety and/or wellbeing of any student or places any student at risk.
- b. To establish appropriate rapport with students, parents, and school administrators to ensure proper student management.
- c. To comply with the Board's drug and alcohol policies contained in "Appendix A" of this agreement. Any updates to these policies shall be furnished to CONTRACTOR, and CONTRACTOR will comply with said changes during this Agreement.
- d. To submit to random background checks and drug and alcohol testing as may be required by the policies and procedures of the Board or any governmental agency and/or as may otherwise be necessary to determine the fitness for duty of CONTRACTOR, and to require any driver the CONTRACTOR may employ to submit to these background checks and testing. A copy of the testing protocols is attached in "Appendix A." The initial screening to qualify as a driver shall be paid by the individual being screened, as well as the second test of a split sample when requested by the individual being screened. Random and unplanned drug screening shall be conducted between 8:00 a.m. and 12:00 p.m., Monday through Friday, unless a random or unplanned drug screen is necessary for post-accident review or based on reasonable suspicion.
- e. To ensure all drivers understand that no smoking or use of tobacco products is allowed by any person on any bus or on any Board property at any time.

2.2. Maintenance and Inspection of Buses

- a. To ensure that CONTRACTOR's buses are always clean, well-maintained, in good operating condition, and completely safe for the transportation of students.
- b. To obtain or to have access to one or more substitute school buses capable of transporting like number of students assigned to the school bus route and to have each such substitute bus pre-approved by the Board's Director of Transportation or have a competent substitute driver who meets the qualifications specified in 6.1 of this agreement to cover the route. All substitute drivers shall have proof of qualifications and contact information on file with

the RCS Transportation Department.

- c. To ensure that all buses are properly numbered with a Rutherford County School's assigned number; and have "Rutherford County Schools" properly displayed. Bus numbers shall be black, a minimum of six inches (6") in height, and shall not be placed on fenders, bumpers, etc. The bus number shall be displayed in the following locations:
 - i. On the left side of the bus body near the front, but not obscured by the stop arm;
 - ii. On the right side of the bus near the front door, but not obscured by the door;
 - iii. On the right rear of the bus near the emergency door.
- d. To allow and facilitate the periodic inspection of CONTRACTOR's bus by Rutherford County Schools, the Tennessee Department of Education, the Tennessee Department of Safety and Homeland Security, and/or any other governmental agency. The Board's Transportation Department shall give CONTRACTOR forty-eight (48) hour notice of its intent to inspect for any other reason.
- e. To ensure that all licenses, endorsements, permits, vehicle inspection reports, and similar documentation required for the CONTRACTOR to operate his/her bus or substitute bus for transportation of students are valid and current at all times, and to make such documents available as required by Rutherford County Schools and/or any other governmental agency.

2.3. Operation of Buses

- a. To require any driver driving on behalf of CONTRACTOR to participate in such safety training and continuing education as may be directed or required by Rutherford County Schools or any state or federal agency.
- b. To complete, certify, and submit all forms requested or required by the Board's Transportation Department including, but not limited to, updated route sheets, pupil load reports, and bus stop changes four weeks after the first full day of the new school year.
- c. To provide maintenance records requested by the Board's Transportation Department within twenty-four (24) hours after receiving written notice.
- d. To require any driver driving on behalf of the CONTRACTOR to be familiar with and abide by all policies, procedures, rules, regulations and other requirements affecting student transportation including, but not limited to, those set forth in the Rutherford County Schools Handbook and the Board Policy Manual, which the Board and/or Rutherford County Schools may revise and/or amend from time to time.
- e. To report all injuries, accidents, and occurrences to the Board and its insurance carrier within the time limits specific by the carrier and the Board's Transportation Department and to cooperate fully in the Board's and/or carrier's investigation of all accidents and occurrences.
 - i. Accidents will be classified as preventable or non-preventable by the Rutherford County's insurance carrier or insurance department. If

CONTRACTOR is responsible for two (2) or more preventable accidents within a three (3) year period, the Board reserves the right to prohibit the responsible bus driver from operating a bus and the Board may, within the Board's discretion, terminate this Contract with the CONTRACTOR. In the event a CONTRACTOR is involved in an accident, the Board's Transportation Director shall advise the CONTRACTOR as to whether the Rutherford County's insurance carrier classifies said accident as preventable or non-preventable.

- ii. Anytime a student is injured while on the bus or at a bus stop and a CONTRACTOR's bus driver is aware of the incident, the CONTRACTOR is responsible to file a report with the transportation department for the Board immediately.
- f. To refrain from display on any bus advertising signage, personal statements, religious symbols or statements, or political signage or statements.
- g. To ensure all drivers do not permit the bus aisle to be blocked for any reason. The path to the exit and emergency door must always be clear. CONTRACTOR shall make adequate accommodations on the bus for carry-on items in compliance with these provisions. Any questions regarding the safety or appropriateness of carry-on items determined by a driver to be dangerous, hazardous, or unsafe must be referred to the Director of Transportation by the CONTRACTOR.
- h. Carry-on items must be held in the student's lap and must not exceed seat height.
- i. To provide Transportation Department with a copy of the insurance card and either a bus registration or a lease agreement in CONTRACTOR's name for all contracted bus routes.

2.4. Capacity

- a. Non-special education buses shall have a capacity of ninety (90) or more. In the event a 90-passenger bus is unavailable, replacement buses used must have the same or greater capacity. If such a change is approved by the Director of Transportation, the agreement shall be brought to the Board for its approval.
- b. Special education buses must have seating between twenty-two (22) and thirty-one (31), with a minimum of one spot for a wheelchair.
- c. CONTRACTOR shall not change the type or size of a bus to result in added expenses for the Board unless, prior to any change, there has been an agreement in writing between the CONTRACTOR and the Board, unless the change was caused by circumstances beyond the CONTRACTOR's control.

2.5. Bus Equipment

- a. Radios
 - i. The Board requires that anytime a bus of the CONTRACTOR is in operation, a two-way radio is on and operating and the Board's Transportation Department should be notified anytime the two-way radio is not operating properly.

- ii. Radios are to be used for school transportation related issues only. Federal guidelines for proper radio operation apply.
 - iii. RCS is responsible for the maintenance and operation of the radio within state and federal Rules and Regulations.
 - iv. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing radio system, RCS will provide the compliant system. CONTRACTOR is required to work with RCS to guarantee installation of the new system within thirty (30) days of notification from RCS.
- b. Camera/Digital Recording
- i. CONTRACTOR shall allow RCS to equip buses with a Board-approved camera/recording system; to verify the system is on and operating anytime the bus is in use for transportation activities in which Rutherford County school students are involved; and to notify the Board's Transportation Department anytime the system is not operating properly.
 - ii. The data recorded by the camera/recording system shall be the property of the Board, and shall, under no circumstances, be copied, disclosed, or altered by the CONTRACTOR.
 - iii. CONTRACTOR shall permit the Board's Transportation Department access to the camera/recording system at any time for the purpose of reviewing and retrieving the recorded data and inspecting the operation of the system. The Transportation Department shall notify the CONTRACTOR prior to accessing the video from the bus. Notification may be made by call, email, or in person.
 - iv. The CONTRACTOR shall protect the camera/recording system and its recorded data against any harm, damage, or loss.
 - v. RCS is responsible for the maintenance and operation of the camera/digital recording device.
 - vi. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing camera/recording system, RCS will provide the compliant system. CONTRACTOR is required to work with RCS to guarantee installation of the new system within thirty (30) days of notification from RCS.
- c. Global Positioning System (GPS)
- i. CONTRACTOR shall allow RCS to equip all buses with a Board-approved GPS that records the path and speed of the bus; and to notify the Board's Transportation Department anytime the system is not operating properly.
 - ii. RCS is responsible for the maintenance and operation of the GPS.
 - iii. In the event the Board and/or the Board's Transportation Department determines

it necessary to modify or upgrade the existing GPS, RCS will provide the compliant system. CONTRACTOR is required to work with RCS to guarantee installation of the new system within thirty (30) days of notification from RCS.

- d. Special Education buses shall have wheelchair lifts and be outfitted with all State and Federally mandated disability equipment. It is the responsibility of the CONTRACTOR to verify proper operation of the equipment and maintain all equipment in conformity with State and Federal law. All Special Education buses purchased or approved within this contact period must be equipped with functioning air conditioning systems.

2.6. Communication with the RCS Transportation Department

- a. CONTRACTOR shall have an active telephone number, email, and address on file with the RCS Transportation Department. CONTRACTOR must be available at all times by phone or email, in case of emergency or planning changes.
- b. CONTRACTOR shall also provide active telephone numbers, email, and addresses for all drivers.
- c. CONTRACTOR shall be provided with a list of names and addresses for students on CONTRACTOR's routes. CONTRACTOR shall be responsible for planning an efficient route and communicating pick-up times to the student and his/her parents/guardians. The Route should be planned in a manner that ensures timely drop-off at the CONTRACTOR's designated extended sessions/after school tutoring school locations by that site's start time.
- d. CONTRACTOR should address all concerns and grievances to the Director of Transportation. If not resolved, CONTRACTOR may utilize the grievance procedure contained in Section 6.

2.7. Penalties for Specific Acts of Non-Compliance

- a. While each and every duty set forth in Section 2 is vitally important to the transportation of Rutherford County Students, CONTRACTOR understands and agrees that the following breaches will result in the corresponding fines:
 - i. Failure to notify of inoperable cameras/digital recording or radio – Twenty-Five Dollars (\$25.00) per day;
 - ii. Misuse of radio for non-transportation business – 1st Offense: Warning; Additional Offenses: Twenty-Five Dollars (\$25.00) per incident, with the fine increasing by an additional twenty-five dollars (\$25.00) per each additional incident up to a maximum fine of One Hundred Dollars (\$100) per incident.

Special Education Bus with Non-functioning lifts and required equipment for students with disabilities -- \$2.00 per seat deducted from the Seat Rate owed as compensation to the CONTRACTOR.

3. SPECIFIC DUTIES OF THE BOARD

The BOARD, its agents, or employees will perform the following duties faithfully, conscientiously, and

to the best of its ability. These specifically include but are not limited:

- 3.1 To notify Contractor in writing at least thirty (30) days after any changes to existing or newly formed policies and procedures affecting bus transportation services.
- 3.2 To communicate expectations regarding student carry-on item restrictions to school administrations.
- 3.3 To notify Contractor at least thirty (30) days in advance when Board mandated radio, GPS or camera/digital recording device is scheduled for modification, upgrade or replacement.
- 3.4 To repair any cosmetic damage to Contractor's bus caused by the installation of new or replacement Board mandated equipment, device, or chemical solution. Bus shall be returned to the cosmetic condition it was in prior to equipment installation or chemical use (as near as is reasonably practicable having due regard for normal wear and tear).
- 3.5 Contractor shall be paid on the twenty-sixth (26th) day of each month thereafter for the previous days of service not yet compensated. Checks shall be made available within three (3) days of being produced by the County Government.

4. BUS ROUTES AND ROUTE AWARDING

- 4.1. Priority list will be randomly drawn based on the area CONTRACTOR serves. Routes will be awarded one (1) per CONTRACTOR in the order the CONTRACTOR appears on the list.

5. COMPENSATION OF CONTRACTOR

- 5.1. CONTRACTOR shall be paid a daily rate of Two Hundred Dollars (\$200) for providing daily services for the extended sessions/after school tutoring for a total of twenty-six (26) days. This fee shall be inclusive of all expenses, and no additional compensation will be awarded. CONTRACTOR must complete all scheduled days.
- 5.2. Period of Operation and District Closure
 - a. In the event a day extension session/after school tutoring is cancelled for any reason, CONTRACTOR will be excused from duties, but compensation will remain unchanged.
- 5.3. Compensation for Other Transportation
 - b. All arrangements and compensation for transportation outside of Daily Services for the extended session/after school tutoring shall be at the discretion of the Principal or Department Head requesting such transportation and the CONTRACTOR.
- 5.4. No Other Compensation or Benefits
 - a. The compensation set forth in this Agreement is to the exclusion of all other forms of compensation or benefits. The CONTRACTOR understands and agrees that s/he is to bear all other costs and expenses arising out of or related to his/her duties under this Agreement.
 - b. Workers' Compensation

- i. While the Board has arranged for motor vehicle liability insurance through its self-insured fund to be provided to the CONTRACTOR, CONTRACTOR understands that the Board does not provide CONTRACTOR with workers' compensation insurance.
- ii. CONTRACTOR understands and acknowledges that, if Tennessee law requires CONTRACTOR to carry workers' compensation insurance, then CONTRACTOR is responsible for obtaining any such coverage.

6. EMPLOYMENT OF DRIVERS

- 6.1. Any driver employed by the CONTRACTOR must be qualified to operate a school bus.
 - a. The driver must possess the necessary legal qualifications, licenses, and endorsements, and he/she must pass the requisite background checks.
 - b. The driver must possess the practical skill and knowledge necessary to operate a school bus and to control its students.
- 6.2. CONTRACTOR shall specify the assigned driver for each route that CONTRACTOR operates.
 - a. The Board's Director of Transportation must approve any driver and any substitute driver in advance of the CONTRACTOR employing that driver on any Rutherford County Schools route or trip.
 - b. The Board's Transportation Department will maintain a current list of approved drivers and substitutes.
- 6.3. Physicals
 - a. CONTRACTOR shall require every driver to submit to an annual Department of Transportation physical examination. CONTRACTOR must submit records of these examinations to the Board's Transportation Department prior to the first day of daily service of each new school year.
 - b. When a bus driver has not been driving due to a sickness, illness, or other medical condition, the Board reserves the right to require said driver to have a medical examination by a physician selected by the Board or the Director of Transportation to confirm that the driver is able to safely operate a bus. In the event, the Board's selected physician is unable to determine from said physical examination that the driver can safely operate a bus, the Board reserves the right to prohibit said driver from operating a bus. The Board shall be responsible to pay the costs of any examination if required by the Board. CONTRACTOR agrees to require the driver to execute a release to allow the examining physician to deliver a written report of said examination to the Board.
- 6.4. Direction and Control
 - a. CONTRACTOR nor his/her drivers are considered employees of RCS. Drivers are not sub-contractors of RCS.

- b. CONTRACTOR is solely responsible for hiring, firing, directing, and controlling the drivers s/he employs in fulfillment of the CONTRACTOR's obligations under the terms of this Agreement.
 - c. CONTRACTOR is responsible for providing substitute or route coverage in his/her driver's absence.
 - d. CONTRACTOR will hold his/her drivers accountable for the faithful performance of the duties set forth in this Agreement and will require each of his/her drivers to be familiar with the terms of this Agreement, the policies of the Board, and the expectations of the Department of Transportation.
 - e. In the event that any driver comes under investigation for any reason that might disqualify him/her from operating a bus for the Rutherford County Schools, CONTRACTOR will suspend the driver pending resolution of the investigation. CONTRACTOR must provide a substitute during the pendency of the driver's suspension. Failure to do so will permit the Director of Transportation to immediately arrange for alternate student transportation until such time as a satisfactory driver is provided. Payments to the CONTRACTOR may be suspended until the situation is resolved to the satisfaction of the Director of Transportation.
 - f. The Director of Schools, on behalf of the Board, reserves the right to not allow any bus driver to continue to drive for RCS for violation of the policies of the Board regarding the health, safety and welfare of the children transported by contractor under this Contract. In the event the Director of Schools deems it necessary to suspend or remove any driver's eligibility to drive a school bus for Rutherford County, notice shall first be given to the Contractor, stating in detail the reason for the suspension prior to any notice being given to the driver.
- 6.5. The CONTRACTOR is solely responsible for any compensation due to any driver s/he employs/contracts. CONTRACTOR is further responsible for complying with all applicable wage and hour regulations, withholding requirements, and workers' compensation laws.

7. CONTRACT GRIEVANCE PROCEDURES

CONTRACTOR shall utilize the following procedures with respect to any problems CONTRACTOR may have in connection with the administration of this Agreement by the Board, its agents, or employees:

- 7.1. CONTRACTOR shall file a Contract administration complaint in writing within ten (10) business days of the matter complained of. The matter shall be discussed between CONTRACTOR and/or his/her selected representative and the Director of Transportation within ten (10) business days of filing.
- 7.2. In the event the matter is not satisfactorily resolved within the time period set forth in paragraph 7.1, the CONTRACTOR shall submit a request, by notification to the Director of Schools for additional review of the matter by the Director. Said notification shall be submitted within five (5) business days of the last day of the discussion time period set for in paragraph 7.1. Within ten (10) business days after the notice to the Director of Schools, a meeting will be held between the Director of Schools designee, the Director of Transportation and the CONTRACTOR and/or the CONTRACTOR's selected representative to discuss the matter.

- 7.3. Failing resolution of the matter, CONTRACTOR and/or his/her selected Representative shall have the right to appear before the Board to discuss and explain the matter. The Board shall render a determination regarding the complaint within thirty (30) days of the CONTRACTOR or the CONTRACTOR's representative appearing before the Board.
- 7.4. Any matter which is withdrawn shall be with prejudice, not to be re-filed again.
- 7.5. In any case where the grounds for the complaint arise from a written suspension of a bus driver, the CONTRACTOR shall have the right to appear before the Board to discuss the matter after a conference with the Transportation Director and the Director of Schools' designee. In all cases of suspension in which the CONTRACTOR requests to appear before the Board, written details of the charges will be furnished to the CONTRACTOR at least ten (10) days prior to the hearing. Should the complaint against the bus driver be dismissed after the hearing, the bus driver will be restored to approved status and the CONTRACTOR paid the full amount of any Contract price withheld during the pendency of the matter.
- 7.6. The Board reserves the right to appoint a committee to hear any matter before permitting the CONTRACTOR to address the Board.
- 7.7. The Minutes from the committee meeting are to be made available to individual Board members prior to any open hearing before the Board.
- 7.8. CONTRACTOR AGREES THAT THE PROCEDURE SET FORTH HEREIN SHALL CONSTITUTE HIS/HER EXCLUSIVE ADMINISTRATIVE REMEDY AND THAT FAILURE TO TIMELY PURSUE SAID PROCEDURE SHALL CONSTITUTE A WAIVER OF THE MATTER COMPLAINED OF, AND ANY RIGHT OR CAUSE OF ACTION, ARISING THERE FROM.

8. DURATION AND TERMINATION OF AGREEMENT

This Agreement will be for a term indicated on the first page.

- 8.1. In the event of reduced enrollment, or other good and sufficient reason, the Board may transfer/alter CONTRACTOR's route, or offer CONTRACTOR an open route, if one is available. In the event more than one CONTRACTOR is considered for an open route, seniority of existing CONTRACTORS will be used as the determining factor in awarding the open route.
- 8.2. In the event that during the term of this Agreement there is a change in the form of Rutherford County Government, or there is a consolidation of the school systems in Rutherford County and the City of Murfreesboro, this Agreement may be terminated by the Board.
- 8.3. In the event of a material breach of this Contract, the Board may immediately suspend this Contract. CONTRACTOR shall immediately resolve the material breach to the satisfaction of the Board. In the event of a breach of this Contract by CONTRACTOR, the Board may within its sole discretion, terminate this contract by giving thirty (30) days' notice. The Board's failure to terminate contract upon breach shall not constitute a waiver of the Board's right to terminate for subsequent violations of or failure to adequately fulfill the Contract obligations. No breach of this Contract on the part of a breaching party shall be deemed material, unless the party claiming such breach shall have given the other party written notice of the breach and said

party shall fail to cure the breach within thirty (30) days after receipt of such notice.

9. INDEMNITY

The CONTRACTOR will protect, defend, indemnify, and hold the Board harmless from any and all claims or demands arising out of or related to this Agreement or the performance of the CONTRACTOR's duties under the terms of this Agreement including, but absolutely not limited to, the operation of any bus and the employment of any driver.

10. GOVERNING LAW

CONTRACTOR and the Board agree that this Agreement and all rights and obligations of the parties hereunder will be governed by and construed in accordance with the policies of the Rutherford County Board of Education and the laws of the State of Tennessee.

11. SEVERABILITY

In the event that any provision of this Agreement should for any reason be held to be invalid or unenforceable, such shall not affect the validity and enforceability of the remaining terms and provisions hereof, all of which shall continue in full force and effect.

12. REMEDIES FOR BREACH OF CONTRACT

In the event either party breaches this agreement, the breaching party shall be liable for any/all damages sustained by virtue of the breach, including reasonable attorney fees, court costs, and discretionary costs incurred in enforcing the terms of this agreement.

13. NO WAIVER

The failure of either party of this Agreement to insist upon the performance of any of the terms and conditions hereof, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, and shall such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

14. NON-DISCRIMINATION

Both Parties hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either Party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.

15. HEADINGS

The headings utilized in this Contract are for convenience only, and do not add or deviate the meaning of the language of this Contract.

16. ENTIRE AGREEMENT

This Agreement replaces and supersedes all prior understandings and agreements between CONTRACTOR and the Board, and all such prior understandings and agreements are hereby declared

to be terminated and of no force and effect. No amendment or modification of this Agreement will be effective unless in writing and signed by the CONTRACTOR and the Board.

IN WITNESS WHEREOF, CONTRACTOR and the Board have executed this Agreement on the date first above written.

CONTRACTOR Signature

Type or Print CONTRACTOR Name

CONTRACTOR Email Address

RUTHERFORD COUNTY BOARD OF EDUCATION

By: _____
Tiffany Johnson
Chair, Rutherford County Board of Education

By: _____
Bill C. Spurlock
Director of Schools

**ADDENDUM TO RUTHERFORD COUNTY BOARD OF EDUCATION BUS
TRANSPORTATION SERVICES CONTRACT BEGINNING WITH 2021/2022 SCHOOL
YEAR AND CONTINUING THROUGH 2024/2025 SCHOOL YEAR**

This addendum shall be incorporated into the agreement between Rutherford County Board of Education and (“The Board”) and _____ (“Contractor”) dated _____, 2021 as follows:

Section 2. SPECIFIC DUTIES OF CONTRACTOR shall be amended to read as follows:

2.2 Maintenance and Inspection of Buses

- f. If CONTRACTOR sells their bus to an individual or entity outside of Rutherford County Schools, CONTRACTOR shall remove all “Rutherford County Schools” insignia, including but not limited to bus numbers and Rutherford County Schools lettering, from all areas on the bus prior to delivering said bus to the new owner.

DATE: _____

RUTHERFORD COUNTY BOARD OF EDUCATION

CONTRACTOR

Rutherford County Schools

Class of 2022 Graduation Dates



School	Date	Time	Place
Eagleville School	Friday, May 13	7:00 PM	Eagleville School
Rockvale High School	Saturday, May 14	10:00 AM	MTSU Murphy Center
LaVergne High School	Saturday, May 14	2:30 PM	MTSU Murphy Center
Oakland High School	Saturday, May 14	7:00 PM	MTSU Murphy Center
Central Magnet School	Sunday, May 15	2:30 PM	MTSU Murphy Center
Stewarts Creek High School	Sunday, May 15	7:00 PM	MTSU Murphy Center
Smyrna High School	Monday, May 16	7:00 PM	MTSU Murphy Center
Rutherford County Virtual School	Monday, May 16	7:00 PM	Tucker Theatre
Siegel High School	Tuesday, May 17	7:00 PM	MTSU Murphy Center
Riverdale High School	Wednesday, May 18	7:00 PM	MTSU Murphy Center
Blackman High School	Thursday, May 19	7:00 PM	MTSU Murphy Center
Holloway High School	Friday, May 20	7:00 PM	TBD
Rutherford County Adult High School	TBD	TBD	TBD
Summer School Graduation	TBD	TBD	TBD

AGREEMENT BETWEEN
RUTHERFORD COUNTY BOARD OF EDUCATION
AND
MIDDLE TENNESSEE STATE UNIVERSITY
MURPHY CENTER COMPLEX

This Agreement is made this 15th day of December 2021, by and between Middle Tennessee State University ("Institution") and Rutherford County Board of Education ("User") for the Institution's facility known as Murphy Center Complex ("MCC" or "facility") and located at Murfreesboro, Tennessee.

WITNESSETH

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

1. The specific use of the facility for which the parties enter into this Agreement is:
High School graduation rehearsals and ceremonies
2. User shall have use of all facilities as listed below:
 - a. Rockvale High School will have use of the facilities from 8:00am until 11:00am Friday May 13th, 2022 for a graduation rehearsal and from 8:00am until 12:00pm Saturday May 14th, 2022 for a graduation ceremony.
 - b. LaVergne High School will have use of the facilities from 8:00am until 11:00am Wednesday May 11th, 2022 for a graduation rehearsal and from 12:30pm until 4:30pm Saturday May 14th, 2022 for a graduation ceremony.
 - c. Oakland High School will have use of the facilities from 1:00pm until 4:00pm Wednesday May 11th, 2022 for a graduation rehearsal and from 5:00pm until 8:45pm Saturday May 14th, 2022 for a graduation ceremony.
 - d. Central Magnet School will have use of the facilities from 8:00am until 11:00am Thursday May 12th, 2022 for a graduation rehearsal and from 2:30pm until 4:00pm Sunday May 15th, 2022 for a graduation ceremony.
 - e. Stewarts Creek High School will have use of the facilities from 1:00pm until 4:00pm Thursday May 12th for a graduation rehearsal and from 7:00pm until 9:00pm Sunday May 15th, 2022 for a graduation ceremony.
 - f. Smyrna High School will have use of the facilities from 8:00am until 11:00am Monday May 16th, 2022 for a graduation rehearsal and from 7:00pm until 9:00pm Monday May 16th, 2022 for a graduation ceremony.
 - g. Siegel High School will have use of the facilities from 8:00am until 11:00am Tuesday May 17th, 2022 for a graduation rehearsal and from 7:00pm until 9:00pm Tuesday May 17th, 2022 for a graduation ceremony.
 - h. Riverdale High School will have use of the facilities from 8:00am until 11:00am Wednesday May 18th, 2022 for a graduation rehearsal and from 7:00pm until 9:00pm Wednesday May 18th, 2022 for a graduation ceremony.
 - i. Blackman High School will have use of the facilities from 8:00am until 11:00am Thursday May 19th for a graduation rehearsal and from 7:00pm until 9:00pm Thursday May 19th, 2022 for a graduation ceremony.

3. In its use of the facility, User shall have access to the following:
 - a. Murphy Center Arena/Arena Floor/Track
 - b. Murphy Center Green Room
 - c. Murphy Center Auxiliary Gyms 1 & 2
 - d. Murphy Center Dance Studios A & B

4. Payment for the use of the MCC is to be made as follows:

a. Murphy Center	\$750.00/school
b. Stage and Floor Cover	\$163.00/school
c. Tables	\$6.00/table
d. Chairs	\$1.00/chair
e. Pipe and Drape	\$10.00/10' section
f. Video Boards	\$500.00/day
g. Video Camera	\$280.00/camera
h. Technician Fee	\$70.00/hour
i. Parking Services	current rate
j. Production Services	current rate
k. Public Safety	current rate
l. Facilities Grounds Services	current rate
m. Custodial Services	current rate
n. Event Staff	current rate
o. Medical Services	\$70.00/team hour
p. General Labor	\$12.00/hour
q. Administrative Fee	\$30.00/hour

Final payment is due no later than 30 days after the billing date, or all future User dates will be canceled.

5. The Institution retains 25 house seats to be used by staff/management for event observation or monitoring. User shall give Institution 25 tickets/passes for each event to be held under this Agreement, at no cost. Such tickets/passes shall not be used for purposes of resale.
If the event requires Institution to sell tickets, then the manner of purchasing, selling, and accounting for such tickets shall be set forth in an Addendum to this Agreement.

6. The Agreement is void unless the following criteria are met by the designated date:
 - a. **Sign and return this Agreement to the MCC by December 29th, 2021.**
 - b. A non-refundable payment, payable to the MCC of will be required to guarantee the terms of this Agreement.
 - c. **Proof of insurance, as stated in Section 15, is required upon execution of this Agreement.**

7. The following duties shall be the responsibility of the designated party:
 - a. Promotion and publicity shall be provided by User.
 - b. MCC shall provide services/equipment as additional expenses (See Section 4b).
 - c. Advance ticket sales shall be the responsibility of User.

8. All personnel required to properly staff the events covered by this Agreement, such as security, parking attendants, ticket takers, door guards, ushers, and other personnel, are to be paid for by the Institution. The number of such staff personnel shall be determined by agreement between the Institution and User, but in case of disagreement, the decision of the Director of the MCC shall prevail, the efficiency of the operation and the safety of the public requiring it.
9. User will be responsible for the payment of all applicable amusement tax and sales tax.
10. User shall furnish the Manager of MCC with final plans and requirements for set-up, equipment, staging, etc. at least three weeks prior to the event.
11. All concession and parking rights, including but not limited to, food products, beverages and checkrooms are and shall remain the exclusive rights of the Institution.
12. If music is to be performed, the parties agree to abide by the following copyright and performance provisions:
 - a. User hereby assures that all necessary copyright and royalty licenses have been obtained from ASCAP, BMI, SESAC, and any other performing rights organizations or the copyright owner for the performance to be presented under the terms of this Agreement.
 - b. User agrees to provide the Institution the prior written consent of SESAC, Inc. or the copyright owner for copyrighted music or work for which SESAC is the licensing agent.
 - c. User agrees to indemnify, hold harmless, and defend the Institution and the State of Tennessee from and against any and all claims, demands, or suits, which may be brought for copyright infringement allegedly arising in the course of the performance presented under the terms of this Agreement. Such indemnification shall extend to both criminal and civil actions and shall include any and all loss, damage, penalty, court costs, or attorneys' fees incurred by the Institution as a result of such infringement.
 - d. The Institution shall promptly notify User of any such claim brought against the Institution or the State of Tennessee. The settlement or compromise of any claim brought against the Institution or the State shall be subject to the approval of the appropriate State officials, as required by T.C. A. Section 20-13-103.
13. User hereby agrees to indemnify and hold the Institution harmless from any and all liabilities arising out of its use of the MCC, including but not limited to, personal injury, property damage, sexual misconduct, court costs, and attorneys' fees.

If the MCC, or any portion thereof, during the term of this Agreement shall be damaged by the act, fault, or negligence of User's agents, employees, patrons, guests, or any person admitted to said premises by User, User will pay to the Institution, upon demand, such sum as shall be necessary to restore said premises to its condition prior to the facility's use.
14. User agrees to comply with all Federal, State, and Municipal laws, rules, and regulations, as well as, Institution policies, procedures, and guidelines.
15. The User shall maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property

damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The User shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law, with Employer's Liability Limits of \$100,000. The User shall deliver to the Institution a certificate of insurance no later than the effective date of the Agreement. If any policy providing insurance required by the Agreement is cancelled prior to the policy expiration date, the User, upon receiving a notice of cancellation, shall give immediate notice to the Institution. The enumeration in the Agreement of the kinds and amounts of liability insurance shall not abridge, diminish or affect the User's legal responsibilities arising out of this Agreement.

16. Any and all claims against the Institution for personal injury and/or property damage resulting from the negligence of the Institution in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the Institution shall be expressly limited to claims paid by the Board of Claims or Claims Commission pursuant to T.C.A. Section 9-8-301, et. seq.
17. The parties shall abide by all applicable Federal and State laws pertaining to discrimination and hereby agree and assure that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of the party on the grounds of classifications protected by Federal or State law.
18. User warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to an officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to User in connection with work contemplated or performed relative to this Agreement.
19. User shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documentation of this Agreement, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of the final payment and shall be subject to audit, at any reasonable time and upon reasonable notice, by the Institution or the State Comptroller of the Treasury, or their duly appointed representatives or a licensed independent public accountant.
20. User accepts the MCC in "as in" condition without any obligation by the Institution to alter or make changes in any of its physical facilities. User may at its own expense make alterations, installations, decorations, and like items provided it receives the prior written approval of the Institution to do so. This permission shall be in the Institution's sole discretion, after User submits to the Institution plans and layouts of such decoration, alterations, and installations for approval by Institution and/or for approval under any existing fire regulations or other government entity.
21. The Institution reserves the right to retain the use of RV, parking vendor, or other space to facilitate the auxiliary functions of the event, such as food and beverage service, or to provide display areas for the MCC sponsors. The designation of such space shall be the sole discretion of the Institution and the identification of such space shall be provided by Manager of MCC upon request from User.

22. Unless otherwise provided in an Addendum hereto, the Institution will furnish heat and air conditioning and light as provided by existing equipment and fixtures in the MCC during event hours and necessary set-up and take down hours. Any additional facilities or equipment required to furnish additional electrical current to meet the needs of User provided, however, that none shall be installed unless agreed by the Institution in writing in advance. Any additional electrical current required by User will be paid by User at the prevailing rate, as may be established by the Institution. Institution shall not be liable for the failure of lighting, sound or other equipment or service provided by Institution.
23. The Institution reserves the right to display lighted signs, banners, flyers, posters, or other signage promoting events or sponsors of the Institution. The Institution may also make public announcements promoting events or sponsors of the Institution throughout the course of the event covered by this Agreement provided that none of these announcements are done in conflict with the production of the event covered by this Agreement, as determined by the Institution.
24. User has the right to inspect the facilities with a representative of the MCC prior to, during, and/or after the term of this Agreement.
25. This Agreement may be terminated by either party upon 90 days written notice to the other party prior to the event. This Agreement may be terminated by Institution without the above described notice upon grounds that the Facility has been rendered unusable or the activity has been canceled due to an Act of God. The Institution may also terminate this Agreement if it becomes aware of any threat to personal or public safety arising at the intended time of use.

Notwithstanding any other provision in the Agreement, if this Agreement is canceled by the User less than 90 days prior to the event, or if the User violates any of the terms, stipulations, conditions or covenants provided herein, the Institution shall have the right and option to terminate this Agreement in its sole discretion. Such a violation shall, at the option of the Institution, constitute forfeiture of all moneys and deposits previously paid to the Institution, the same to be treated as partial liquidated damages, and no portion thereof shall be returned to the User. The full rental fee shall be payable by User to the Institution plus all expenses incurred by the Institution.

26. This Agreement may be modified only by written amendment executed between the parties.
27. It is understood and agreed that this Agreement contains the entire Agreement between the parties.
28. It is understood and agreed that Institution is a tobacco-free Institution, and the MCC is a tobacco-free facility.
29. PCI DSS Compliance. If the User will accept credit or debit cards in its performance under this Agreement, User agrees that it will at all times during the performance of this Agreement comply with current Payment Card Industry Data Security Standards (PCI-DSS standards).

30. In its sole discretion, Institution reserves the right to require the User to have EMS personnel present during its use of the facility. If the presence of EMS personnel is required by the Institution or desired by the User, Institution shall retain the services of EMS personnel, and User shall reimburse Institution for the cost of such services. Institution shall have no responsibility or liability for the absence, presence, or activities of such EMS personnel.
31. Illegal Immigrants. By its authorized signature on this Agreement, User is attesting that it will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in the performance of this Agreement. If User is discovered to have breached this attestation, it shall be prohibited from contracting with any Tennessee state entity for a period of one (1) year from the date of discovery of the breach. User may appeal the one (1) year by utilizing the established appeals process.
32. Iran Divestment Act. The requirements of T.C.A. § 12-12-101 et seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Agreement. The User agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to T.C.A. § 12-12-106.
33. The User shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax **and** must provide a copy of its certificate of registration to Institution. This registration requirement is a material requirement of this Agreement.

However, nothing in this section shall require the User to register if the User does not make sales to customers in Tennessee of taxable goods or services. If the User does not make sales to customers in Tennessee of taxable goods or services and marks **Not Applicable** below, its authorized signature on this Agreement shall serve as certification of compliance with this requirement.

Mark as appropriate: **Certificate provided** _____ **OR** **Not applicable**_____

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

USER

MIDDLE TENNESSEE STATE UNIVERSITY

BY: _____

BY: _____

NAME: _____

NAME: Shirman A. Thomas

TITLE: _____

TITLE: Executive Director, Procurement
Logistic Services

DATE: _____

DATE: _____

**Addendum to Agreement between Rutherford County Board of Education
and**

Middle Tennessee State University – Murphy Center Complex

This addendum shall be incorporated into the agreement between Rutherford County Board of Education (“User”) and Middle Tennessee State University (“Institution”) dated December 15, 2021 as follows:

Paragraph 13 shall be amended to read as follows: “**To the extent allowed by law**, User hereby agrees to indemnify and hold the Institution harmless from any and all liabilities arising out of its use of the MCC, including but not limited to, personal injury, property damage, sexual misconduct, court costs, and attorneys’ fees. If the MCC, or any portion thereof, during the term of this Agreement shall be damaged by the act, fault, or negligence of User’s agents, employees, patrons, guests, or any person admitted to said premises by User, User will pay to the Institution, upon demand, such sum as shall be necessary to restore said premises to its condition prior to the facility’s use.

DATE: _____

RUTHERFORD COUNTY BOARD OF EDUCATION

MIDDLE TENNESSEE STATE UNIVERSITY

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Charter Schools and School Choice Coordinator

Terms of Employment: Twelve Months

Immediate Supervisor: Assistant Superintendent for Curriculum and Instruction

POSITION DESCRIPTION:

Under the general direction of the Assistant Superintendent for Curriculum and Instruction, the ESL Specialist will provide administrative and instructional support to the Rutherford County Schools English as a Second Language Program.

ESSENTIAL DUTIES:

- Develop and monitor school choice portfolio and comprehensive choice program aligned to district goals and strategies.
 - Develop and implement plans to support increased choice and access to high-quality school options for students and families.
 - Support communication efforts to clearly articulate school options and enrollment procedures.
 - Oversee student assignment process for choice schools and programs.
 - Develop and/or maintain relationships with other district departments, institutions of higher learning, committees, and other vested stakeholders.
 - Support, monitor and evaluate charter schools.
 - Oversee charter schools, including site visits, annual reviews, renewal application process, charter application process, adherence to charter agreements, and response to parent concerns.
 - Evaluate charter policies and procedures and make recommendations for improvements.
 - Communicate relevant district information with charter school leaders.
 - Manage charter school application, annual review and renewal systems.
 - Ensure compliance with district, state, and federal policies, regulations, and laws.
 - Conduct other staff duties and responsibilities as directed by the Assistant Superintendent for Curriculum and Instruction
-

QUALIFICATIONS:

- Master's degree preferred in School Administration and Supervision or Educational Leadership
 - Five (5) years related work experience
 - Valid State of Tennessee Professional Teacher certification preferred
 - Must possess strong data analysis skills
 - Demonstrate excellent verbal and written communication skills to deal effectively with students, educators, parents, and community members.
 - Experience with, or a deep understanding of, successful school models and choice programs
 - Demonstrate mindset that all students should have access to high-quality schools and that all schools should be held accountable to provide students with a high-quality education.
 - Demonstrates a collaborative and innovative leadership style.
-

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: ESL Instructional Specialist

Terms of Employment: Twelve Months

Immediate Supervisor: Title III Coordinator

POSITION DESCRIPTION:

Under the general direction of the Title III Coordinator, the ESL Specialist will provide administrative and instructional support to the Rutherford County Schools English as a Second Language Program.

ESSENTIAL DUTIES:

1. The ESL Specialist will be the primary support administrator for the Title III Coordinator of the ESL program.
2. As a member of the Administrative Staff, he/she shall provide leadership for RCS, represent the Title III Coordinator as appropriate at official school and community functions, and provide reports to the Title III Coordinator of his/her activities as requested.
3. Create in conjunction with the Title III Coordinator annual job goals that will become part of the criteria for evaluation.
4. Provide leadership in ESL areas of curriculum development. Work in conjunction with the Title III Coordinator and building principals in providing direction for the ESL program in RCS.
5. Assist the Title III Coordinator and building principals by:
 - a. Providing leadership and assistance to the executive staff, the administrative team, and the instructional staff in developing effective ESL instructional programs
 - b. Facilitating and developing staff development
 - c. Evaluating employee performance
 - d. Evaluating program value
 - e. Developing unified curriculum for RCS.
6. In carrying out these responsibilities, the ESL Specialist will:
 - Coordinate ESL curriculum activities and foster a creative and supportive environment for curriculum development, innovation, and professional growth;

- Assist in the operation, supervision, and evaluation of all faculties and other staff, as assigned;
- Work cooperatively with the executive staff, administrative staff, and instructional staff in the development of a unified, district-wide ESL program;
- Observe, coach, and provide feedback to teachers regarding all aspects of ESL instruction, student engagement, and classroom environment;
- Work closely with building-level principals to assist them in their roles in the successful implementation of the ESL program within their schools and to assist them with their evaluative responsibilities;
- Provide professional development training for RCS personnel;
- Keep abreast of new developments in ESL curriculum and evaluation through readings, conferences, and other means of gathering training and knowledge and disseminate information to members of the administrative and instructional staffs on a regular basis, including conducting staff development for the benefit of RCS employees;
- Meet and communicate with building administrator on a regular basis;
- Write, implement, and evaluate grants and special projects to include the development of such projects that are possible through state or federal legislation, local or cooperative partnerships, and/or grants;
- Conduct other staff duties and responsibilities as directed by the Title III Coordinator.

QUALIFICATIONS:

- Strong working and application knowledge of ESL instruction and assessment.
- Hold a valid Tennessee Teacher's license with ESL endorsement with a minimum of five years successful teaching experience with preferences given to candidates holding a Tennessee Certification in Administration and Supervision.
- Good communication skills.
- Ability to demonstrate exemplary classroom teaching.
- Skill in collaboration, reading instruction, and the analysis of data to improve student success
- Demonstrate skills in coaching strategies that improve teaching
- Demonstrate deep understanding of the use and interpretation of summative, formative, and initial screening language assessments
- Demonstrate ability to teach staff how to use assessment data to inform purposeful instruction.

Rutherford County Schools

School Nutrition Fund 143 Budget Amendment #2

Func_obj	Description	Amended	Skill Level Hourly Pay Increase		Amended
		2021/22	Decrease	Increase	2021/22
		Budget			Budget
47114	USDA reimb. - other	1,208,845	-	307,241	1,516,086
	Revenue	22,270,845	-	307,241	22,578,086

Func_obj	Description	Amended	Skill Level Hourly Pay Increase		Amended
		2021/22	Increase	Decrease	2021/22
		Budget			Budget
73100-119	Bookkeepers	107,340	4,294	-	111,634
73100-165	Cafeteria Personnel	8,348,577	250,500	-	8,599,077
73100-189	Other Salaries & Wages	293,712	6,000	-	299,712
73100-201	Social Security	562,787	16,169	-	578,956
73100-204	State Retirement	442,927	26,497	-	469,424
73100-212	Employer Medicare	131,619	3,782	-	135,401
	Total Expenditures	22,179,675	307,241	-	22,486,916

Chariman of the Board

Date

Director of Schools

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: School Choice Charter & Special Projects
Accountant
Terms of Employment: Twelve Month - Salaried Classified
Immediate Supervisor: Accounting Supervisor
Assist. Superintendent Budget and Finance

POSITION DESCRIPTION:

Overseeing charter school operations and authorization and collaborating with the school choice facilitator on other school choice options. Special projects as needed or assigned by Accounting Supervisor or Assist. Superintendent of Budget & Finance

ESSENTIAL DUTIES:

- Support, monitors and evaluates the all applicable financial aspects of charter schools applying for and/or operating in Rutherford County, TN
- Reviews and analyzes all financial aspects of charter school applications and prepares findings for Assistant Superintendent of Budget & Finance, School Director and BOE.
- Supports, monitors and evaluates the financial aspects of charter schools in Rutherford County, TN.
- Oversees the financial aspects of charter schools, including site visits, annual reviews, renewal application process, charter application process, adherence to the financial aspects of charter agreements.
- Evaluates financial charter policies and procedures and makes recommendations for improvements.
- Communications relevant district financial information with charter school leaders.
- Manages financial aspects of charter school application, annual review and renewal systems.

- Facilitates relevant financial research and evidence-based scaling efforts to replicate and expand innovation schools.
- Invests and engages internal and external stakeholders in choice school models and educational practices.
- Coordinates with RCS Instruction Department with school-choice related planning activities and puts programs in place with staff to ensure attainment of district's mission.
- Provides leadership as a member of a collaborative team to ensure that financial and capital improvement school choice initiatives are aligned with district strategies and priorities.
- Creates a customer-focused climate and provides quality services and support to schools, families and other stakeholders.
- Evaluates effectiveness of financial aspects of operations and programs in assigned areas; identifies and implements improvements or enhancements.
- Ensures compliance with district, state, and federal financial policies, regulations, and laws.
- Communicates through the proper channels to keep the RCS management and other appropriate personnel informed of impending problems.
- Maintains confidentiality.
- Use computers and other technology to enter and access information related to essential job functions.
- May operate a motor vehicle to conduct various work activities.
- Evening meetings and some travel required.
- Ability to present findings in a professional manner to BOE, Rutherford County Commission, State Charter School Commission, and other elected/appointed bodies as requested in public meetings.
- Performs other duties as assigned.

QUALIFICATIONS:

- At minimum, college-level accounting or finance degree
- Current CPA, CGFM or CCFO certification preferred.
- At least five years' experience in State or Local Government Financial Operations
- Valid TN Driver's License and proof of insurance

Demonstrated Knowledge and Abilities

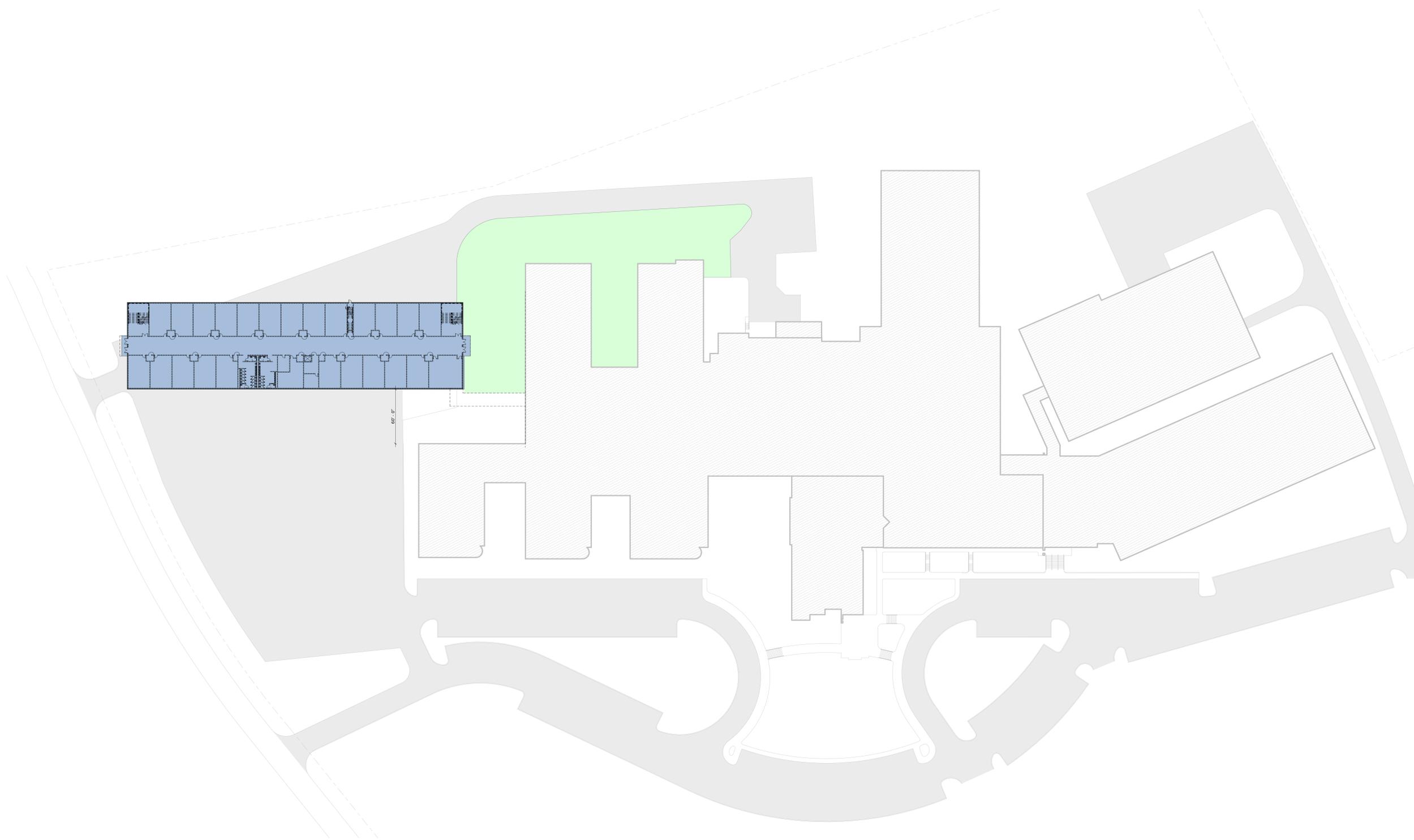
- Good communication skills
- Ability to work with people from diverse backgrounds
- Ability to handle multiple tasks and meet deadlines
- Proficient in MS Office and excellent Excel spreadsheet skills

LA VERGNE HIGH SCHOOL
ADDITIONS AND RENOVATIONS
250 WOLVERINE TRAIL
LAVERGNE, TENNESSEE
BGA PROJECT #21017

12-03-2021 SCHEMATIC DESIGN

SCHEMATIC SITE PLAN

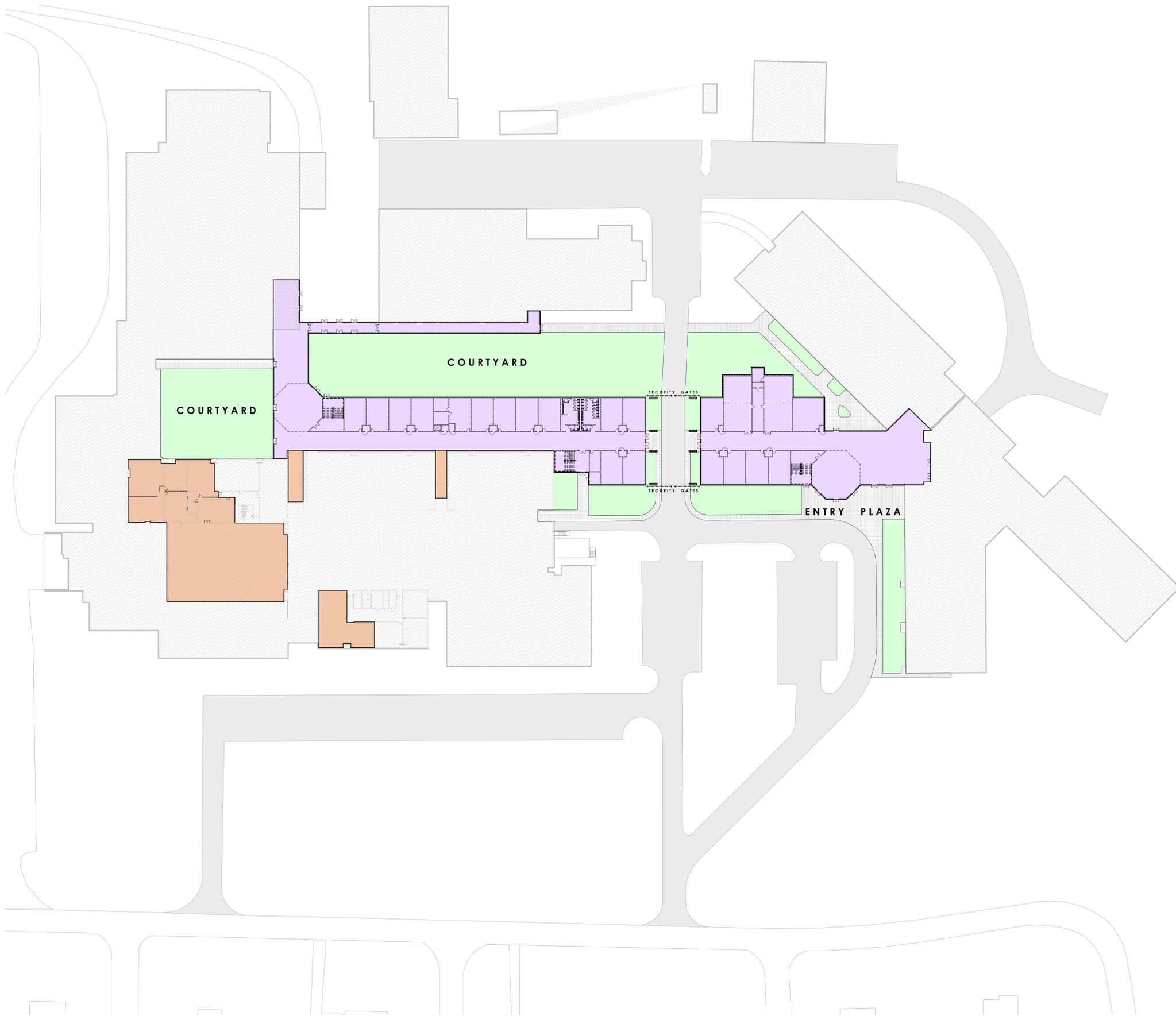
A0100



DRAWING TITLE AND SCALE

SCHEMATIC SITE PLAN





DRAWING TITLE AND SCALE

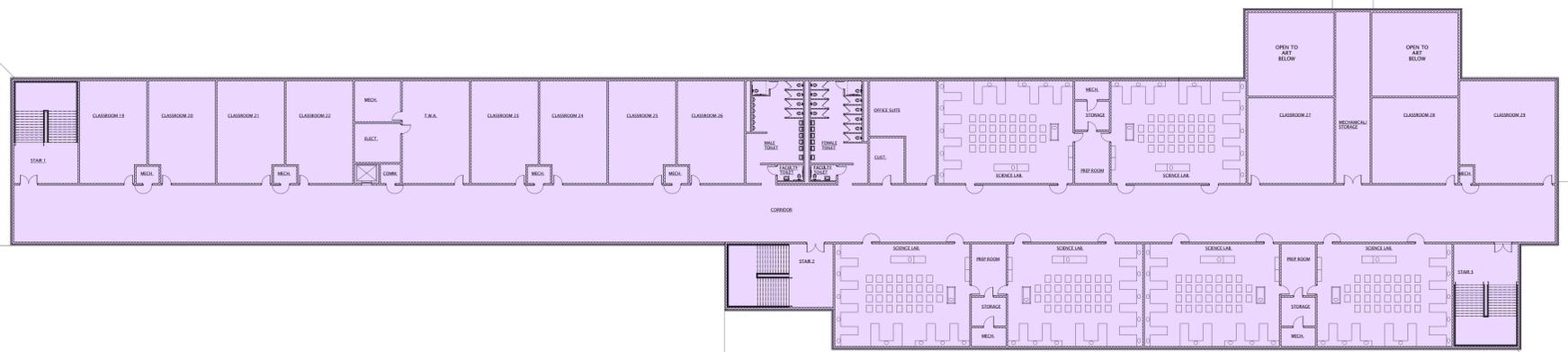
SCHEMATIC SITE PLAN





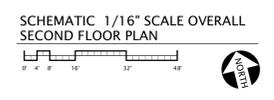
NEW CONSTRUCTION	
FIRST FLOOR	37,000 SQ. FT.
SECOND FLOOR	43,400 SQ. FT.
TOTAL	100,400 SQ. FT.
RENOVATION	
FIRST FLOOR	22,000 SQ. FT.
SECOND FLOOR	0 SQ. FT.
TOTAL	22,000 SQ. FT.

SCHEMATIC 1/16\"/>



NEW CONSTRUCTION	
FIRST FLOOR	57,000 SQ. FT.
SECOND FLOOR	43,400 SQ. FT.
TOTAL	100,400 SQ. FT.

RENOVATION	
FIRST FLOOR	22,000 SQ. FT.
SECOND FLOOR	0 SQ. FT.
TOTAL	22,000 SQ. FT.



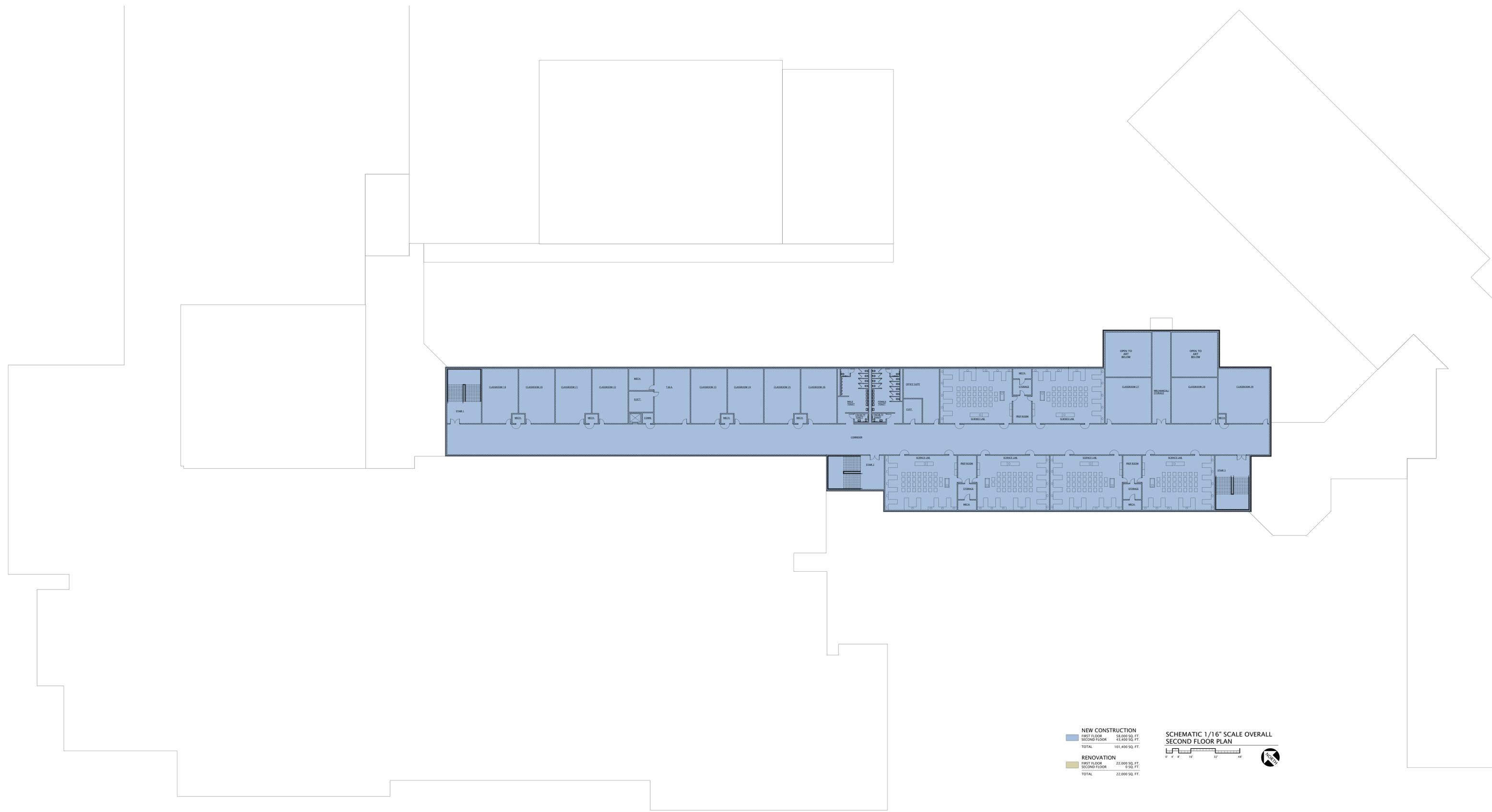
DATE	DESCRIPTION
12-03-2021	SCHEMATIC DESIGN



NEW CONSTRUCTION	
FIRST FLOOR	58,000 SQ. FT.
SECOND FLOOR	42,400 SQ. FT.
TOTAL	100,400 SQ. FT.
RENOVATION	
FIRST FLOOR	22,000 SQ. FT.
SECOND FLOOR	0 SQ. FT.
TOTAL	22,000 SQ. FT.

SCHEMATIC 1/16" SCALE OVERALL
 FIRST FLOOR PLAN

0' 4' 8' 16' 32' 48'



NEW CONSTRUCTION	
FIRST FLOOR	58,000 SQ. FT.
SECOND FLOOR	43,400 SQ. FT.
TOTAL	101,400 SQ. FT.

RENOVATION	
FIRST FLOOR	22,000 SQ. FT.
SECOND FLOOR	0 SQ. FT.
TOTAL	22,000 SQ. FT.

SCHEMATIC 1/16" SCALE OVERALL
 SECOND FLOOR PLAN

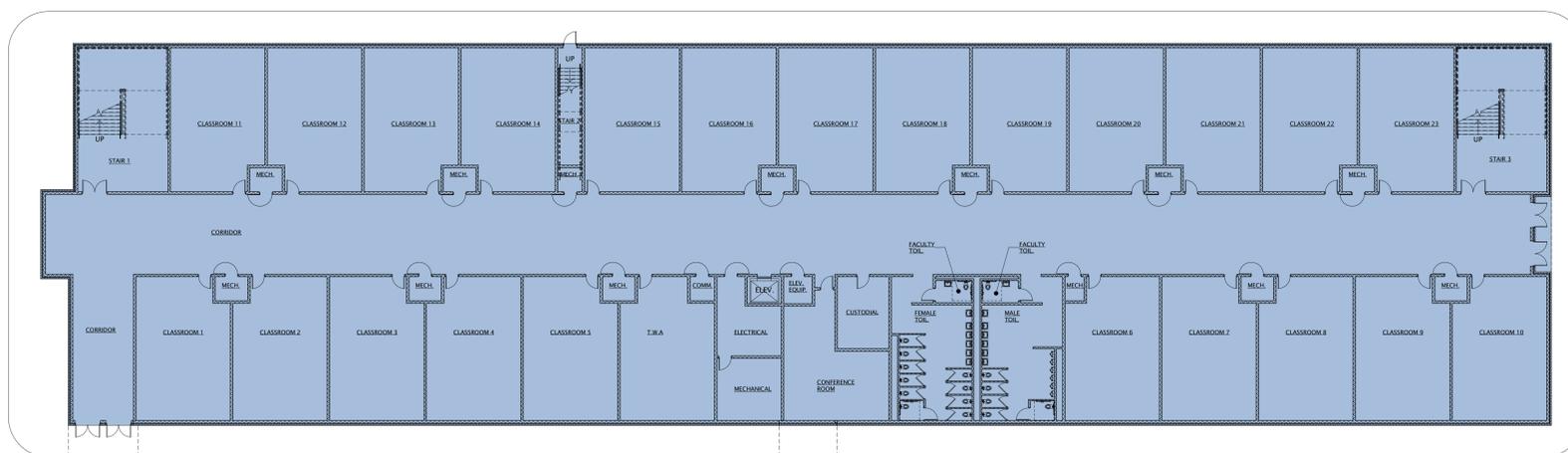
DATE	DESCRIPTION
12-03-2021	SCHEMATIC DESIGN



**SCHEMATIC COLOR
 MAIN LEVEL FLOOR PLAN**



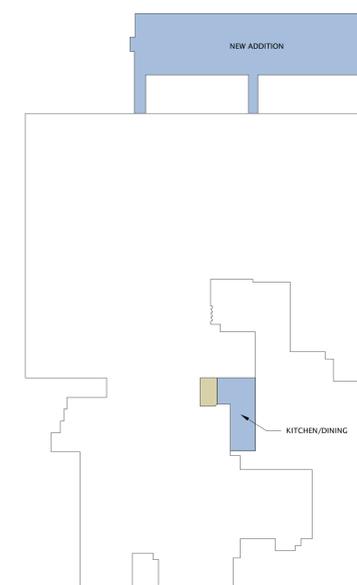
**SCHEMATIC COLOR
 KITCHEN/DINING EXPANSION**



**SCHEMATIC COLOR
 LOWER LEVEL FLOOR PLAN**

NEW CONSTRUCTION	
LOWER LEVEL	35,200 SQ. FT.
FIRST FLOOR	57,200 SQ. FT.
KITCHEN/DINING	5,200 SQ. FT.
TOTAL	77,600 SQ. FT.

RENOVATION	
LOWER LEVEL	0 SQ. FT.
FIRST FLOOR	1,000 SQ. FT.
KITCHEN/DINING	1,200 SQ. FT.
TOTAL	2,200 SQ. FT.



**NEW CONSTRUCTION AND
 RENOVATION KEY PLAN**

MATCHLINE SEE SHEET C1.2

STEWARTS CREEK E.S.

DINING

4

4

8

new stack. large

SOFTBALL PRACTICE FIELD

SOFTBALL PRACTICE FIELD

