

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

**MAY 5, 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: April 18, 2022 Round Table Parent/School Board Meeting
April 21, 2022 Special Called Board Meeting
April 21, 2022 Board Meeting**

B. Community Use of Facilities

**C. Routine Bids: Bid #3598 – Floor Stripping and Waxing
Bid #3599 – Electrical for Portables**

Request to Purchase:

Blackman High School would like to purchase a used 2017 EZGO TXT Gas Golf Cart from Golf Carts Fore Less at a cost of \$7,700.00. This was the overall lowest and best bid submitted to the school.

To be funded by Blackman High School.

D. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Buford Brewer	NTE \$1,000.00	Eagleville	School Funds- HS Baseball	Assistant HS Baseball Coach
Kevin Creasy	NTE \$7,000.00	Oakland High	Oakland Football Boosters	Spring/Summer Conditioning work
Larry Dobbs	NTE \$2,000.00	Oakland High	Oakland Football Boosters	Spring/Summer Conditioning work
Dianne Howard	NTE \$575.00	Oakland High	School Funds- Boys and Girls Basketball	Working Score clock at Basketball games
Jeff Kent	NTE \$1,000.00	Oakland High	Oakland Football Boosters	Spring/Summer Conditioning work
Josh Haley	NTE \$1,000.00	Riverdale	School Funds- Boys Basketball	Weights
John Bates	NTE \$850.00	Stewarts Creek High	School Funds- Baseball	Assistant Baseball Coach
Lindsay Duggin	NTE \$3,000.00	Stewarts Creek High	School Funds- Theatre- Summer Camp	Camp Instructor, Costume Design, Make up Instruction, Prop designer
Donald Fann *6	NTE \$3,500.00	Stewarts Creek High	School Funds- Theatre- Summer Camp	Camp Instructor, Bus Driver, Set Construction, Lighting Services
Brain Russell	NTE \$3,000.00	Stewarts Creek High	School Funds- Theatre- Summer Camp	Music (Choral Clinician)
Heather Reedy *1	NTE \$250.00	School Funds	School Funds- PTO Event	Music DJ for Dance
Charlotte Daugherty	NTE \$2,500.00	Oakland High	School Funds- Band	Percussion Staff
Alexander Blazek	\$60/hour	Siegel High	Siegel High Band Boosters	Private Instruction

**Unless listed as an hourly rate

1. Approved previously for an amount \$500
2. Overtime rate for special events
3. Anticipate amounts over \$500 this school year
4. Amend prior approval
5. Less than \$500 but part of event total
6. Must have the approval of the Transportation Dept.

E. 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>
Alexander Blazek	Siegel High School	Band
Charlotte Daugherty	Oakland High School	Band
Matthew Eric	Blackman High School	Football

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

6. RECOGNITION

Blackman Middle Girls Basketball State Champions

7. VISITORS

8. REVIEW OF NURSES' SALARIES AND LABOR ISSUES.

Possible action by the Board on information to be presented addressing nurse's salary and labor related matters.

9. TRANSPORTATION (TAB 2)

The Transportation Department will be providing bus services to support the Summer Camp program completely funded by TN ALL CORPS funds. TN ALL CORPS funds will provide contractors \$450 a day for the duration of the 20 scheduled sessions.

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

10. CURRICULUM AND INSTRUCTION (TAB 3)

1. Purchase of Imagine Reading Licenses

The ESL Department is seeking approval to purchase 2,500 Imagine Learning Reading Licenses for our English Language learners for the 2022-2023 school year. The total cost of the licenses is \$37,500.00 and will be paid for with Title III funds.

Recommended Approval--- motion to approve the purchase of the Imagine Reading licenses for the ESL Department as presented.

2. Purchase of Language Curriculum from Benchmark Education

The ESL Department is seeking approval to purchase *Hello!*, a newcomer curriculum for English language learners. The total cost of the curriculum is \$54,450.00 and will be paid for with Title III funds.

Recommended Approval--- motion to approve the purchase of the newcomer curriculum from Benchmark Education for the ESL Department as presented.

11. HUMAN RESOURCES JOB DESCRIPTIONS (TAB 4)

Under the direct supervision of the Assistant Superintendent of Human Resources and Student Services, three Human Resources Benefit Specialist positions will perform a variety of tasks associated with the coordination of employee benefits. Board approval is requested for these three positions to begin on July 1, 2022.

Recommended Approval--- motion to approve three Human Resources Benefit Specialist positions due to movement from the county self-funded insurance health plan to the group health plans offered by the State of Tennessee for medical coverage. Funding for the three positions are to be through the GPS Fund for FY 22-23 as presented.

12. TITLE I CONTRACT (TAB 5)

LaVergne High School is requesting to create two new job descriptions for the 2022-2023 school year. These positions will be used to meet the needs identified from the Needs Assessment conducted by the school this spring. One position will be an Attendance Facilitator and one position will be a Behavior and Restorative Practices Facilitator. These job descriptions are included. These positions are pending our Consolidated Funding Application being approved and would be funded through Title I Funds for the 2022-2023 school year.

Recommended Approval--- motion to approve the job descriptions of Attendance Facilitator and Behavior and Restorative Practices Facilitator for LaVergne High School to fund through Title I funds for the 2022-2023 school year as presented.

13. LEGAL (TAB 6)

1. Disciplinary Hearing Appeal

The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to uphold the remandment of a student from Siegel 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.**

Recommended Approval--- motion to approve the Board initiate a motion in line with one of the above options as presented.

14. RSP & ASSOCIATES PROPOSAL FOR PROFESSIONAL SERVICES REGARDING COUNTY-WIDE ZONING (TAB 7)

At the Board Work Session on March 8, 2022, Rob Schwartz of RSP & Associates provided a presentation regarding professional services which the firm could provide to assist the school system in zoning, future school locations, and maximizing use of present facilities. RSP & Associates works with a number of larger school systems across the nation and has assisted Clarksville-Montgomery County on zoning and growth-related matters. On March 22, 2022, the Board voted to have RSP & Associates present a proposed scope of work and pricing to review county-wide zoning to minimize future re-zoning, provide stability for parents and students, optimize the use of existing facilities, and pro-actively plan for growth. RSP has presented the attached proposal.

Recommended Approval---motion to have the Board enter into a contract with RSP & Associates to provide the following services: _____

15. INSURANCE UPDATE

16. DIRECTORS UPDATE

17. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

18. FEDERAL RELATIONS NETWORK (FRN) UPDATE

19. GENERAL DISCUSSION

20. ADJOURNMENT

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

**Minutes for Parent Roundtable Discussion
LaVergne High School
April 18, 2022**

Board Members Present

**Tiffany Johnson, Board Chair
Shelia Bratton, Vice-Chair
Coy Young
Jim Estes
Claire Maxwell
Tammy Sharp
Tim Holden**

James Evans called the Parent Roundtable Meeting to order at 6:01 P.M. Board Chair, Tiffany Johnson led the Pledge of Allegiance and a Moment of Silence.

Mrs. Johnson welcomed everyone to the meeting and spoke briefly on the Director Search and process.

Dr. Sullivan spoke on learning loss strategies and attendance policies during the pandemic. Dr. Anthony discussed information on recruitment practices and the use of EA's to fill gaps during the pandemic. Mr. Bodary gave information on the school nurse pay scale and nursing vacancies and Mr. Lee discussed the Building Plan as well as new school additions.

Several questions were received by parents via email and presented for discussion at tonight's Roundtable. Those topics were addressed by assistant superintendents, Dr. Sullivan and Dr. Anthony. All questions are listed below.

1. Can we/(you all) change the 'Grading' Scale back to its 'Norm'? (I would agree to get rid of it altogether, but one thing at a time!!). Not sure why it changed anyway. The 'Teaching' System/Curriculum has not changed. I believe it has lessened its' effectiveness through the years. The increase in parents homeschooling their children has greatly increased in the past years and the 'Drop-out' rate is not getting Better. (There is so much 'Testing' going on and not enough 'Teaching'!!! Students need to know that they are 'Cared' about and not just a 'Statistic'!!) — Parent Barbara Wilson, “Life coach”
2. Can we/(you all) incorporate in the Schools (Rutherford County--> All of them Really), 'Life' Workshops, not as part of an 'Elective', but as a 'Mandatory' Course.
* Students are graduating High School, not knowing what they want to do with themselves, where they are going, how to 'Manage' their finances, where/who to go to, to talk about these things or even have the confidence knowing they can achieve all their goals/desires, once they find out what they want to do and do the things they love to do-->Live With Purpose!! (The Money will Come!! They just need to Find Themselves!!) — Parent Barbara Wilson, “Life coach”
3. I would like to hear how the board plans to address the staff shortages. Currently, I am aware of schools all over the county that are pulling EA's from their assigned classrooms to cover as substitutes. The problem with this is manyfold, but primarily (in my mind) it removes federally protected and funded accommodations from students whose IEP's include one-to-one support. Also, what is the board doing to retain teachers? I see recruitment perks, but no incentives for those who remain.
Parent - Mary Kate Brown, adjunct professor MTSU
4. As a parent of a child who is enrolled in Rutherford County schools, I have several topics I wish to discuss and I would sincerely appreciate being heard. I have reached out to Rutherford County Commissioners, to my son's principal as well as the School Board over the past two years and I have yet to be heard or receive any response to my concerns. Do I need to sign up in order to speak? What is the format of this meeting? Is this meeting strict for parents of Rutherford County students? I appreciate any and all pertinent information you have concerning this meeting. Parent – Caren Calden (I have reached out for more information from this parent but I have not received a response)
5. Can we please add the topics below or would it be ok I bring them up in the open discussion? *Being absent due to quarantine *The reflection of grades/attendance in skyward. Parent — Lauren Elassal, SCMS
6. Please add freshman sports to the agenda. Our kids should have it just as all the other counties. Parental presence in high schools? Parental led programs such as All Pro Dads? Summer access to the facilities? The sports fields, the gyms. Drug free schools? K-9 visits? Parent — Calvin Miller (no other info on parent)

The floor was then opened up to the audience for any questions and comments. Mr. Evans is compiling a Question and Answer list that will be available to parents soon.

There being no further business, the meeting adjourned at 7:45 P.M.

Tiffany Johnson, Board Chairwoman

Date

Bill C. Spurlock, Director of Schools

Date

RUTHERFORD COUNTY BOARD OF EDUCATION

SPECIAL CALLED MEETING MINUTES

**2240 Southpark Drive
Murfreesboro, TN 37128**

April 21, 2022

4:30 P.M.

1. CALL TO ORDER

The Board Chair called the Special Called Meeting to order at 4:30 P.M.

2. PLEDGE OF ALLEGIANCE

Col. Rector led the Pledge of Allegiance

3. MOMENT OF SILENCE

The Board Chair asked for a moment of silence.

4. DISCUSSION AND POSSIBLE ACTION ON SALARY AND BENEFITS FOR THE POSITION TO BE FILLED FOR NEW DIRECTOR OF SCHOOLS

Mr. Reed provided salary information for Superintendents in surrounding counties and areas that would be comparable to Rutherford County.

There was general discussion by the board about setting a salary or salary range to attract more candidates to the position.

Motion made by Mrs. Bratton, seconded by Mr. Holden to set a salary range option between \$200,000.00 and \$225,000.00 with the option to negotiate.

Roll Call Vote: Yes – Mr. Estes, Mrs. Bratton, Mr. Young, Ms. Sharp, Mr. Holden, Mrs. Johnson

No – none

Mrs. Maxwell was not present for this vote.

Motion passes.

5. ADJOURNMENT

There being no further business, the Special Called Meeting was adjourned at approximately 4:50 P.M.

Tiffany Johnson, Board Chairwoman

Date

Bill C. Spurlock, Director of Schools

Date

RUTHERFORD COUNTY SCHOOL SYSTEM

Board of Education Meeting

**2240 Southpark Drive
Murfreesboro, TN 37128**

Minutes of April 21, 2022

Board Members Present

Tiffany Johnson, Board Chair

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 Col. Rector at the beginning of the Special Called Meeting.

3. MOMENT OF SILENCE

A Moment of Silence was observed at the beginning of the Special Called Meeting.

4. APPROVAL OF AGENDA

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

Vote: All Yes

Motion passes.

5. APPROVAL OF CONSENT AGENDA

**A. Minutes: April 4, 2022 Special Called Meeting
April 7, 2022 Board Meeting**

B. Community Use of Facilities

C. Out of County Transfer Student (1)

**D. Transportation: Voluntary Termination of Bus #12 – Pam Foster, Contractor
Voluntary Termination of Bus #261 – Jamie Shaw, Contractor**

**E. Routine Bids: Bid #3596 – Orlando, FL Choir Trip (Riverdale)
Bid #3597 – Junior Theater Festival, Atlanta, GA (Oakland Middle)**

F. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Marcus Bryson	NTE \$500.00	Oakland High School	School Funds-Track Account	Assistant Track Coach
Britt Roberts	NTE \$500.00	Oakland High School	School Funds-Track Account	Assistant Track Coach
Robert Staats *6	NTE \$1,500.00	Riverdale High School	School Funds-Variou	Bus Driver
David Looper	NTE \$2,500.00	Rockvale High School	School Funds-Baseball	Assistant Baseball Coach
Carolyn Burns	NTE \$1,000.00	Siegel High School	School Funds-Cheerleading	Cheer Competition Coach
Beth Ann Miller	NTE \$1,000.00	Siegel High School	School Funds-Cheerleading	Cheer Competition Coach
Timothy Rathert	NTE \$500.00	Stewarts Creek High School	Assistant Track Coach	School Funds-Track
Preston Scott *6	NTE \$1,000.00	Stewarts Creek High School	School funds-Variou	Bus Driver
Olivia Turner	NTE \$500.00	Stewarts Creek High School	Assistant Track Coach	School Funds-Track
Andrew Frye	NTE \$1,000.00	Thurman Francis	School Funds-Drama	Director of Matilda Jr.

Nicole Stegner	NTE \$1,000.00	Thurman Francis	School Funds-Drama	Producer of Matilda Jr.
David Skinner	\$30/lesson	Rockvale High	School Funds-Band	Trumpet lessons + sectionals
Catheryn Bolick	\$25/lesson	Rocky Fork Middle School	School Funds-Band	Private Clarinet lessons
Christine Brosend	NTE \$400.00	Siegel High School	School Funds-Chorus	Accompanist
Joseph Austin Moore	NTE \$2,000.00	Stewarts Creek High School	School Funds-Girls Basketball	Assistant Girls Basketball Coach
Jaylyn Shanklin *2	Hourly	Riverdale High School	School Funds-Dance Team	Dance Team Try-out judge

**Unless listed as an hourly rate

1. Approved previously for an amount \$500
2. Overtime rate for special events
3. Anticipate amounts over \$500 this school year
4. Amend prior approval
5. Less than \$500 but part of event total
6. Must have the approval of the Transportation Dept.

G. Non-Faculty Volunteer Coaches:

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

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

<u>Name</u>	<u>School</u>	<u>Sport</u>
Hope Hinson	Rockvale	Girls Basketball

Motion made by Ms. Sharp, seconded by Mr. Estes, to approve the consent agenda as Presented.

Vote: All yes

Motion passes.

6. SPOTLIGHT

Pamela Parker, District Behavior Support Specialist recognized Rutherford County Schools behavior support and spoke on their functions in our school system.

Selected as Schools of Recognition are as follows:

Christiana Middle School, Daniel McKee Alternative School, LaVergne Lake Elementary and Roy Waldron.

Selected as Bronze Level Model of Demonstration Schools:

Rock Springs Middle, Rocky Fork Elementary School, Smyrna Middle School, Stewartsboro Elementary School, Stewarts Creek Elementary School

Silver Level Model of Demonstration Schools:

David Youree Elementary, John Colemon Elementary, Rocky Fork Middle, Smyrna Elementary, Smyrna Primary, Walter Hill Elementary

7. RECOGNITION

JROTC Distinguished Leader Graduate Presentation

Recipients

Blackman: LTC Lauren Blaylock, MAJ Adrina Lopez, CPT Kylie Shupp

LaVergne: LTC Aermon Hanna, CPT Naomi Ivory

Oakland: LTC Alexa Powers

Siegel: CPT Ethan Stewart

Stewarts Creek: CSM Albert Kupchik

8. VISITORS

Several visitors requested to speak during the board meeting. Mr. Sinclair discussed roofing issues. Mr. Littleton discussed policies being proposed by the board. Ms. Maitlen discussed Safe RCS group member feedback for the director search.

9. CHARTER SCHOOL APPLICATIONS

The Charter Review Team has completed the initial review process for two charter school applications within the 90-day review period. Both applications were granted a capacity interview and public review and comment period as part of the rigorous evaluation process. The Charter Review Team has compiled a summary of findings and recommendations for both applications based upon the Tennessee Department of Education's Charter School Application Scoring Criteria and will present those finding to the Board at the work session on April 19, 2022.

Mr. Reed stated that by state law the board is required to either approve or deny the applications for both charter schools by resolution and provided the board with the resolutions for either approval or denial.

Recommended Approval of Two Motions:

- 1. Recommended Approval---motion to** either approve the charter school application for Springs Public Schools (TN) – Empower Academy or deny the charter school application for Springs Public Schools (TN) – Empower Academy as presented.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to adopt the resolution to deny the charter school application for Springs Public Schools (TN) – Empower Academy as presented.

Roll Call Vote: Yes – Mrs. Maxwell, Mr. Estes, Mrs. Bratton, Mr. Young, Mr. Holden, Mrs. Johnson

No – Mrs. Sharp

Motion passes.

- 2. Recommended Approval---motion to** either approve the charter school application for American Classical Academy – Rutherford or deny the charter school application for American Classical Academy – Rutherford as presented.

Motion made by Mr. Young, seconded by Mrs. Bratton, to adopt the resolution to deny the charter school application for American Classical Academy-Rutherford as presented.

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

Motion passes.

10. APPROVAL OF INNOVATIVE HIGH SCHOOLS GRANT REVISION

The Innovative High Schools Grant, presented for approval on June 10, 2021 is a TDOE competitive grant for the funding period of May 21, 2021 to September 30, 2023. The grant is for \$1,044,125.37. The Innovative High Schools Grant provides funding to allow RCS to reimagine the use of time, space, partnerships, and models of learning for student success. This revision includes adding two Career Coach Facilitator positions: A Career Coach Facilitator that will be housed at Smyrna High School and a Career Coach Facilitator that will be housed at Oakland High School.

Motion made by Mrs. Maxwell, seconded by Mr. Holden, to approve the additional two Career Coach Facilitator positions as presented.

Vote: All yes

Motion passes.

11. EAGLEVILLE HIGH SCHOOL EXTENSION OF NFHS SCHOOL BROADCAST PROGRAM CONTRACT

In 2019, Eagleville High School entered into an agreement with 2080 Media, Inc. dba PlayOn! Sports for 2 pixellot automated production systems to allow football and basketball games to be viewed on-line. The School now desires to add the systems for baseball and softball. The contract would be extended for 4 years, and the two additional systems would be added at a one-time cost of \$3,500 for the two additional systems. A parent has agreed to contribute the \$3,500 for the cost of the two additional systems. Board Attorney Jeff Reed has reviewed the proposed contract and found it to be in order.

Motion made by Mr. Estes, seconded by Mrs. Bratton, to approve Eagleville High School for baseball and softball as presented.

Vote: All yes

Motion passes.

12. 2021-2022 TENURE RECOMMENDATION

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

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

*Tenure will be reinstated

Name	Position	School Name
Alexander Joseph Trakas	Assistant Principal	Blackman High School
Caitlyn B. Osborne Parris	ESL Teacher	Blackman High School
Angela Gail Givens*	HS Math Teacher	Central Magnet School
Jennifer Burrows	ELA Teacher	Central Magnet School
Andrea C. Murdock	Sign Language Interpreter	Central Office - Curriculum & Instruction Dept.
Cindy Ann Hayes	ELA Instruction Specialist	Central Office - Curriculum & Instruction Dept.

Jamia Richmond Bentley	Speech Language Pathologist	Central Office - Curriculum & Instruction Dept.
Audra Anne Broach	CDC Teacher	David Youree Elementary School
Hayley Stowell Pyle	Math Teacher	Eagleville School
Karyl Leigh Paul	Interventionist	Eagleville School
Robyn Y. Newsom	Gifted Teacher	Eagleville School
Daniel Wayne Pierce	Special Education Teacher	Holloway High School
Aaron Culver	Principal	Kittrell Elementary School
Karen S. Lemmon	4th Grade Math Teacher	Lascassas Elementary School
Mary Lee Adolfson	English Teacher	LaVergne High School
Christina France Stuible	Music Teacher	McFadden School of Excellence
Nicholas Adam Traub	8th Grade Math Teacher	Oakland Middle School
Richard S. DiGianfelice	CDC Teacher	Rock Springs Middle School
Erica M. Coleman-Salmons	ELA Teacher	Rockvale High School
Jessica Leann Webster	Special Education Teacher	Rockvale High School
Brandy Hazelwood Cary	6th Grade ELA Teacher	Rockvale Middle School
Karen B. Redmon	7th Grade ELA Teacher	Rockvale Middle School
Karen Marie Yeomans	6th Grade ELA Teacher	Rockvale Middle School
Adrianna Lee Waynick	SPED Integrated Teacher	Roy Waldron Elementary School
Leah Carol Taylor	2nd Grade Teacher	Roy Waldron Elementary School
Winter Arielle Surbeck	2nd Grade Teacher	Roy Waldron Elementary School
Brittany Marie Clark	Mathematics Teacher	Siegel High School
Amber Leigh Janes	2nd Grade Teacher	Smyrna Primary School
Janet Michelle Flannery	Assistant Principal	Stewarts Creek High School
Kelsey L. Colbert-Sanders	4th Grade Teacher	Stewartsboro Elementary School
Megan Miquele Haissig	ESL Teacher	Stewartsboro Elementary School
Sarah Elizabeth Jennings	3rd Grade Teacher	Stewartsboro Elementary School
Elizabeth Rose Anderson*	Instructional Coach	Walter Hill Elementary School
Aimee Julene Lovvorn*	Kindergarten Teacher	Wilson Elementary School

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the recommendation of the Director of Schools to award tenure to the teachers who meet criteria for 2021-2022 as presented.

Vote: All yes

Motion passes.

13. COURSES OFFERED FOR CREDIT IN GRADES 9-12 FOR THE 2022-23 SCHOOL YEAR

The Instruction Department is requesting permission to offer the courses listed in the attachment for the 2022-23 school year under the following guidelines: Board of Education Policy 4.201 states in part, “A listing of courses offered for credit in grades 9-12 will be approved annually by the Board.”

Motion made by Mrs. Bratton, seconded by Mr. Holden, to approve the 2022-23 course offering list for Rutherford County High Schools as presented.

Vote: All yes

Motion passes.

14. ESL CONTRACT WITH ELLEVATION

The ESL Department needs a comprehensive student information system that can store ESL student data and compliance reports. ELlevation provides a platform to easily track students’ language proficiency reports, store state reports for compliance, analyze growth, share student assessments and progress with teachers and administrators and make informed decisions about programming. This platform is being used by 42 districts within the State of Tennessee.

Cost of the program can be split.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve the contract with ELlevation as presented.

Vote: All yes

Motion passes.

15. FINANCIAL MATTERS

1. Centralized Cafeteria, Fund 143 2022/23 Budget

Centralized Cafeteria, Fund 143 2022/23 Budget has \$24,710,000 in revenues, \$27,259,983 in expenditures and uses \$2,549,983 of fund balance to fund the cafeterias.

Motion made by Mr. Estes, seconded by Mr. Young, to approve the Centralized Cafeteria, Fund 143 2022/23 Budget as presented.

Vote: All yes

Motion passes.

After the Board discussed and voted on Item #3b; General Purpose School Fund 141, 2022/23 Budget Option 2: 5% pay increase, there was a need to amend the motion on the Centralized Cafeteria, Fund 143 2022/23 Budget. The amended motion is below.

Motion made by Mr. Young, seconded by Mrs. Maxwell, to amend the Centralized Cafeteria, Fund 143 2022/23 budget to reflect the 5% increase as presented.

Roll Call Vote: Yes – Mr. Young, Mrs. Bratton, Mr. Estes, Mrs. Maxwell,
Mr. Holden, Mrs. Johnson

No - Ms. Sharp

Motion passes.

2. Capital Projects, Fund 177 Budget for the 2022/23 Fiscal Year

Educational Capital Projects Fund, Fund 177 Fiscal Year 2022/23 Budget has \$8,228,247 in estimated revenues and \$8,228,247 in estimated expenditures. The current property tax levy of 5.5 cents and \$2,400,000 is adequate to fund the identified priority capital improvements in this proposed budget.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the 2022/23 Capital Projects Fund 177 Budget as presented.

Vote: All yes

Motion passes.

3a. General Purpose School Fund 141, 2022/23 Budget Option 1: 4%

The General-Purpose School Fund. 2022/23 Budget has an estimated \$ (waiting on State April BEP estimate and updated county property tax revenue estimate) in revenues, \$ in expenditures, and uses \$ (unknown at this time due to lack of State April BEP estimate and updated county property tax revenue estimate) of fund balance for school operations. This proposed expenditure budget provides funding for a 4% pay increase for all RCS certified and classified employees and a 3% increase for RCS bus contractors.

3b. General Purpose School Fund 141, 2022/23 Budget Option 2: 5% pay increase

The General-Purpose School Fund, 2022/23 Budget has an estimated \$449,623,780 in revenues, \$494,282,132 in expenditures, and uses \$44,658,352 of fund balance for school operations. This proposed expenditure budget provides funding for a 5% pay increase for all RCS certified and classified employees and a 3% increase for RCS bus contractors.

Ms. Sharp stated concerns voting for something without knowing the solid numbers and asked if it was necessary to vote on this item tonight. Mr. Bodary stated they do need to present a budget to the county commission as a starting point by the deadline.

Motion made by Mrs. Maxwell, seconded by Mr. Estes, to approve the 2022/23 General Purpose School Fund 141 Expenditure Budget 3b with a 5% pay increase as presented.

Roll Call Vote: Yes - Mrs. Maxwell, Mr. Estes, Mrs. Bratton, Mr. Young, Mr. Holden, Mrs. Johnson

No – Ms. Sharp

Motion passes.

Mrs. Johnson spoke on a request to convert a Graduation Coach position to an Assistant Principal position at Central Magnet School and asked if it was possible to make the adjustment in the budget. Mr. Bodary stated it would need to be in the form of a motion and the board giving permission for Mr. Bodary to adjust the numbers accordingly. Additionally, Mrs. Johnson also requested the addition of support staff to the Legal Department. Ms. Sharp asked for clarification on voting on an item that is not on the agenda as public notice. Board Attorney Jeff Reed stated the budget being on the agenda and such items that are budget related can be voted on. The motion is as follows:

Motion made by Mrs. Johnson, seconded by Mrs. Bratton, to change the Coach Position at Central Magnet to an Assistant Principal and to also add an additional Classified, full time support staff position to the Legal Department at Central Office.

Roll Call Vote: Yes – Mrs. Maxwell, Mr. Estes, Mrs. Bratton, Mr. Young,
Ms. Sharp, Mr. Holden, Mrs. Johnson

No – None

Motion passes.

4. Budget Amendments for General Purpose School Fund for Fiscal Year 2021-22

This budget amendment requests funding for an additional \$1,000 to each full time employee and an additional \$500 to each part time employee of Rutherford County School System, that is paid from the GPS Fund, to be paid at the end of the current school year to compensate for the additional duties assigned to our current school staff due to low staffing levels, as well as the Delta and Omicron variants of Covid-19. Funding for this will come from a portion of local option sales tax that has been collected over the current fiscal year revenue budget projections. A separate similar amendment will be prepared for employees paid from the school nutrition fund for this additional duty pay and an ESSER 3.0 amendment will be prepared for RCS employees paid from the Federal Projects (Fund 142) fund. This additional payment is contingent on all the following stipulations being met by the school employee:

- The employee must be a current full or part-time (not PRN) RCS classified or certified employee, or be hired as such, no later than January 3rd of the current school year.**
- The employee cannot have a break in employment with RCS between January 3rd, 2022 and May 27th, 2022 in order to receive 100% of the additional pay.**

- **The employee remains on active employee status during this time period (available for and reporting for duty as assigned by the RCS unless having an excused absence and on paid leave).**

Motion made by Mrs. Bratton, seconded by Ms. Sharp and Mrs. Maxwell, to authorize an additional \$1,000 per RCS full time employee and \$500 per RCS part time employee as detailed above to compensate for additional duties brought about during the current school year by low staffing levels as well as the Delta and Omicron variants of Covid-19 for a total increased expenditure cost in the GPS Fund of \$6,094,620 for GPS fund employees.

Vote: All yes

Motion passes.

5. Amendment to Budget for Rutherford County Schools Summer Learning and Summer Bridge Camp

On January 22, 2021, the Tennessee General Assembly enacted the Tennessee Learning Loss Remediation and Student Acceleration Act (SB 7002HB 7004) to address the learning loss of students due to Covid-19 related school closures. Through this new law, all school districts in Tennessee are required to offer learning loss remediation summer programs for students in grades K-8, starting in summer 2021. This GPS Fund amendment is to budget \$5,738,667 in State and Federal Funding for the operations of this State mandated summer camp.

The camp will host over 4,200 RCS K-8 students during the month of June at 13 school sites and includes funding for camp staff salaries, SRO and crossing guards, and transportation of students. Funding for student nutrition services is in a separate budget amendment in the School Centralized Cafeteria Fund and funding for the High School Summer Credit Recovery School, along with non-payroll items for the K-8 summer camps, will be accounted for in the Federal Projects Fund utilizing ESSER III and IDEA funds.

Motion made by Mrs. Maxwell, seconded by Mr. Holden, to amend the General-Purpose School budget as presented for a total amount of \$5,738,667 for the operations of the 2022 RCS Summer Learning and Summer Bridge Camps to comply with the Tennessee Learning Loss Remediations and Student Acceleration Act. Funding for this amendment will be 100% derived from other State education funds.

Vote: All yes

Motion passes.

16. FACILITIES

Emergency LaVergne Middle Roof Request:

Portions of the roof on LaVergne Middle School were damaged during recent storms on April 13, 2022. Temporary repairs have been made to protect the building, but sections of the roof will require replacement at this time. We are requesting to utilize existing funds in the 177 Fund from various projects that have been completed under budget. Mr. Bodary agrees with this request and will provide a budget amendment when the time is appropriate. We are requesting to utilize a not to exceed (NTE) amount of \$200,000.00.

Motion made by Mrs. Maxwell, seconded by Mr. Holden, to approve the request to utilize not to exceed \$200,000.00 from the 177 Fund to replace the damaged roof at LaVergne Middle as presented.

Vote: All yes

Motion passes.

Walter Hill Playground Request:

Walter Hill Principal, Laura Heath has submitted a request to install additional recreational equipment on the playground area. The request has been reviewed by Engineering and Construction and is approved. Cost for the request is \$7,209.00 and is to be funded through the PTO.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the Walter Hill request to add additional recreational equipment at no cost to the Board as presented.

Vote: All yes

Motion passes.

17. INSURANCE UPDATE

Dr. Anthony gave information dates from the State Department for August and also an invitation to the ABC Coordinators Road Show to speak with employees.

18. DIRECTORS UPDATE

Dr. Anthony have a brief description of the binders provided to Board Members of Central Office job descriptions. Mrs. Johnson asked for this information to allow board members to have a clear picture of what Central Office looks like in order to have conversations moving forward.

19. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Nothing new at this time.

20. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Nothing new at this time.

21. GENERAL DISCUSSION

Ms. Sharp thanked Dr. Chastain for her leadership regarding Charter Schools. Mrs. Johnson asked Dr. Chastain for clarification to the finality of this vote for charter schools. Dr. Chastain touched on this being first step in the process.

22. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 6:23 P.M.

Tiffany Johnson, Board Chairwoman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

May 5, 2022

Fees

Christiana Middle	Blueprint Baseball, practices, 5/11/12-7/13/22 Wednesdays and 1 Saturday 5:30-7:30, baseball field, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Christiana Middle	Blueprint Baseball 13u, practices, 5/10/12-7/19/22 Tuesdays 5:30-7:30, baseball field, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Lascassas	Crusaders Athletics, baseball practice, 5/1/22-11/1/22 Su/Wed 6-8pm, ball field, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Oakland High	Nashville United Soccer Academy, soccer game, 5/7/22 4-5:30pm, soccer field, \$150, <i>*subject to COVID-19 restrictions and updates.</i>
Oakland High	National Playmakers Academy, high school work-outs and football camps, summer 2022, football stadium, \$115/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Rock Springs Elementary	Pinnacle Pointe HOA, annual meetings, 5/17/22 & 9/13/22 6-8pm, gym, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>
Rockvale High	Elite Amateur Basketball, AAU practices, 5/5/22 & 7/14/22 6-8pm, gym, \$18/hr, <i>*subject to COVID-19 restrictions and updates.</i>

No Fees

Blackman High	Blackman Youth football and cheer, 2022 season, 7/1/22-12/1/22, outside campus, No Fee, <i>*subject to COVID-19 restrictions and updates.</i>
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John Coleman

Smyrna Jr. Pro Basketball, practices and games, 10/31/22
-4/11/23 M-F 6-9pm, gym, No Fee, ****subject to
COVID-19 restrictions and updates.***

Lascassas

Rutherford County Planning & Engineering Dept., community
meeting, 4/25/22 5-8pm, Su/Wed, Library, No Fee, ***Retro
Review, *subject to COVID-19 restrictions and updates.***

Oakland High

OHS Football & TN Titans, youth football camp, 6/22/22 7:30am-
1pm, football stadium, No Fee, ****subject to COVID-19 restrictions
and updates.***

Note: Facility use for 5/5/2022 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.**

Bid #3598
Floor Stripping and Waxing

Item #	School	C.E. Berry Janitorial Service	City Wide Facility Solutions	Excel Cleaning Services	StaffEZ Facility Services	Impact Commercial Cleaning	Office Pride	Precision Commerical Services
A1	Christiana Elementary	\$ 39,364.20	\$ 51,795.00	\$ 36,256.50	\$ 99,935.00	\$ 50,759.00		\$ 24,861.60
A2	Browns Chapel Elementary	\$ 49,400.00	\$ 65,000.00	\$ 45,500.00	\$ 99,935.00	\$ 63,700.00		\$ 31,200.00
A3	Rock Springs Elementary	\$ 28,500.00	\$ 37,500.00	\$ 26,250.00	\$ 69,905.00	\$ 36,750.00		\$ 18,000.00
A4	Snyrna Elementary	\$ 36,852.40	\$ 48,490.00	\$ 33,943.00	\$ 69,905.00	\$ 47,520.00		\$ 23,275.20
A5	Lascassas Elementary	\$ 44,460.00	\$ 58,500.00	\$ 40,950.00	\$ 99,935.00	\$ 57,330.00		\$ 28,080.00
A6	Roy Waldron Elementary	\$ 48,371.72	\$ 63,647.00	\$ 44,552.90	\$ 99,935.00	\$ 62,374.00		\$ 30,550.56
A7	Barfield Elementary	\$ 47,120.00	\$ 62,000.00	\$ 43,400.00	\$ 99,935.00	\$ 60,760.00	\$ 35,100.00	\$ 29,760.00
A8	Stewarts Creek Elementary	\$ 49,400.00	\$ 65,000.00	\$ 45,500.00	\$ 99,935.00	\$ 63,700.00		\$ 31,200.00
A9	Rocky Fork Elementary	\$ 50,160.00	\$ 66,000.00	\$ 46,200.00	\$ 99,935.00	\$ 64,680.00		\$ 31,680.00
B1	LaVergne Middle	\$ 63,650.00	\$ 83,750.00	\$ 58,625.00	\$ 149,980.00	\$ 82,075.00		\$ 40,200.00
B2	Blackman Middle	\$ 84,770.40	\$ 111,540.00	\$ 78,078.00	\$ 149,980.00	\$ 109,309.00		\$ 53,539.20
B3	Stewarts Creek Middle	\$ 34,200.00	\$ 45,000.00	\$ 31,500.00	\$ 69,905.00	\$ 44,100.00	\$ 24,300.00	\$ 21,600.00
B4	Siegel Middle	\$ 64,505.00	\$ 84,875.00	\$ 59,412.50	\$ 149,980.00	\$ 83,177.00		\$ 40,740.00
B5	Whitworth-Buchanan Middle	\$ 60,800.00	\$ 80,000.00	\$ 56,000.00	\$ 149,980.00	\$ 78,400.00		\$ 38,400.00
C1	Blackman High	\$ 137,575.58	\$ 181,020.50	\$ 126,714.35	\$ 207,185.00	\$ 177,400.00		\$ 86,889.84
C2	Building G (Blackman High)	\$ 24,700.00	\$ 32,500.00	\$ 22,750.00	\$ 69,905.00	\$ 31,850.00		\$ 15,600.00
C3	LaVergne High	\$ 105,179.06	\$ 138,393.50	\$ 96,875.45	\$ 207,185.00	\$ 135,625.00		\$ 66,428.88
D	Additional Schools Stripping and Waxing per Sq. Ft.	\$ 0.38	\$ 0.50	\$ 0.35	\$ 0.85	\$ 0.49	\$ 0.27	\$ 0.24

Mailed to 31 vendors

24 vendors did not respond

Recommend: Motion to award to Precision Commercial Services for overall lowest and best bid.

To be funded through State Summer Camp Funds

Bid #3599
Electrical Wiring for Portable Classrooms

Item #	Description	TJ Electrical Co.
1	Electrical Wiring per Portable	\$ 3,600.00
2	Primary Power Supply	\$ 30.00
3	Rock Removal	\$ 250.00
4	Removal of Sidewalk/Drives	\$ 20.00
5	Primary Pull Box Installation	\$ 2,026.00

Mailed to 22 vendors

21 vendors did not respond

Recommend: Motion to award to T.J. Electric for overall lowest and best bid.

To be funded through the GP and Maintenance Department.

**RUTHERFORD COUNTY BOARD OF EDUCATION BUS TRANSPORTATION
SERVICES CONTRACT 2022 SUMMER SESSIONS**

THIS AGREEMENT is executed and entered into this the _____ day of _____, 2022 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 home-to-school and school-to-home transportation of any students of Rutherford County Schools that take place at the beginning or 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.
 - i. Carry-on items must be held in the student's lap and must not exceed seat height.
- h. 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 summer 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 To provide payment to Contractor after completion of this contract. Checks shall be made available within three (3) days of being produced by the County Government.

4. BUS ROUTES AND ROUTE AWARDING

- 4.1. For summer routes, Rutherford County Schools will divide the district into two zones. Two priority lists will be randomly drawn for those zones based on the area CONTRACTOR serves. Routes will be distributed in the order the CONTRACTORS appear on the list.

5. COMPENSATION OF CONTRACTOR

- 5.1. CONTRACTOR shall be paid a daily rate of four hundred fifty dollars (\$450) for providing daily service summer programs. 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 of the summer school programs is cancelled for any reason, CONTRACTOR will be excused from duties, but compensation will remain unchanged.
- 5.3. Compensation for Other Transportation
 - a. All arrangements and compensation for transportation outside of Daily Services for the summer program 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:

Chair, Rutherford County Board of Education

By:

Director of Schools

EXHIBIT "A"

DRUG TESTING RULES AND REGULATIONS OF BOARD

EXHIBIT "A"

DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

POLICY STATEMENT

The Rutherford County School System recognizes the importance of our contracted bus owners/drivers. It is important that every contracted bus owner/driver of our school system understands the dangers of drug and alcohol abuse and be aware of the new federal requirements concerning substance abuse. The policy statement should clarify our position on contracted bus owner/driver drug and alcohol use.

POLICY OBJECTIVES

To create and maintain a safe, drug-free working environment for all contracted bus owners/drivers.

To encourage any contracted bus owner/driver with a dependence on, or addiction to, alcohol or other drugs to seek help in overcoming the problem.

To reduce problems of absenteeism, tardiness, carelessness and/or other unsatisfactory matters related to job performance.

To reduce the likelihood of incidents of accidental personal injury and/or damage to pupil transportation, students, or property.

To comply with Federal laws, specifically the requirements of the Omnibus Transportation Employee Testing Act of 1991.

Substance abuse is a serious threat to the school system, its contracted bus owners/drivers and children. Though the percentage of substance abusing contracted bus owners/drivers may be relatively small, practical experience and research indicate that appropriate precautions are necessary. It is the belief of the Board that the benefits derived from the policy objectives outweigh the potential inconvenience to contracted bus owners/drivers. The Board earnestly solicits the understanding and cooperation of all contracted bus owners/drivers in implementing this policy.

The Board must insist that all contracted bus owners/drivers report to work without any alcohol or illegal or mind altering substances in their systems. The Board also prohibits contracted bus owners/drivers using, possessing, manufacturing, distributing or making arrangements to distribute illegal drugs while at work or on school property.

Further, outside conduct of a substance abuse-related nature which affects contracted bus owner/drivers' work, the Board's relationship with the government or reflects badly on the Board is prohibited. Contracted bus owners/drivers must inform their supervisor when they are legitimately taking medication, which may affect their ability to work, in order to avoid creating safety problems and violating the Drug and Alcohol policies.

ENFORCEMENT

In order to enforce these rules, the Board reserves the right to require all contracted bus owners/drivers to submit, at any time a contracted bus owner/driver is on duty, to drug tests to determine the presence of prohibited substances. The School Board is required to develop, implement and enforce a drug and alcohol policy for their contracted bus owners/drivers as a condition of compliance with the Omnibus Transportation Employee Testing Act of 1991.

Pursuant to Board policy and regulations, contracted bus owners/drivers will undergo drug testing where the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy and on a random basis without advance notice. Contracted bus owners/drivers are required to report all injury or damage-related accidents involving school property or personnel or during school-related activities. Drivers are required to submit to alcohol screening within two (2) hours and drug screening within 32 hours after any accident involving loss of human life, or when the driver receives a citation for a moving traffic violation arising from the accident. Contracted bus owners/drivers who return to work following rehabilitation will be required to undergo testing in addition to the general Board testing requirements.

The Board also reserves the right to search desks, cabinets, tool boxes, vehicles, including personal vehicles brought on the school system's property, bags, or any other property at the school or in vehicles when the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy.

The School Board/Superintendent will consider breach of contract action for any violation of this policy, including, but not limited to, positive drug or alcohol tests, refusing to submit to screening, to execute a release or otherwise cooperate with an investigation by the school system. Any questions should be directed to the superintendent/designee.

DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

General Policy

Practical experience and research has proven that even small quantities of narcotics, abused prescription drugs or alcohol can impair judgment and reflexes. Even when not readily apparent, this impairment can have serious results, particularly for contracted bus owners/drivers operating vehicles or potentially dangerous

equipment. Drug-using contracted bus owners/drivers are a threat to co-workers, students and themselves, and may make costly errors.

II Drug Use/Distribution/Impairment/Possession

All contracted bus owners/drivers are prohibited from using, possessing, distributing, manufacturing, or having controlled substances, abused prescription drugs or any other mind altering or intoxicating substances present in their system while at work or on duty.

III Alcohol Use/Possession/Impairment

All contracted bus owners/drivers are prohibited from possessing, drinking, or being impaired or intoxicated by alcohol while at work or on duty. While contracted bus owners/drivers are prohibited from having any alcohol present in their system while on duty, a Blood Alcohol County (BAC) of .04 will be accepted as presumptive evidence of intoxication.

No driver tested under this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety sensitive functions for the Rutherford County Schools, including driving a commercial motor vehicle, until the start of the driver's regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test.

IV Off-Duty Conduct

Off-the-job use of drugs, alcohol, or any other prohibited substance which results in impaired work performance, including, but not limited to, absenteeism, tardiness, poor work product, or harm to the school system's image or relationship with the government is prohibited.

V Prescription Drugs

The proper use of medication prescribed by a physician is not prohibited, however, the Board of Education prohibits the misuse of prescribed (or over the counter) medications and requires all contracted bus owners/drivers using drugs under the direction of a physician to notify the School Board's Medical Review Officer (MRO), or the superintendent/designee.

VI Substance Screening

Contracted Bus Owner/Driver Applicants

Substance screening is required of all final applicants applying to be contracted bus owners/drivers under the provisions of the Omnibus Transportation Employee Testing Act of 1991. Such testing may be required either alone or as part of the pre-

contract physical examination. Contracted bus owners/drivers are required to sign a consent/release form before submitting to screening (Exhibit F) and will be disqualified if they test positive, refuse to submit to a test, or refuse to execute the required consent/release form.

All Current Contracted Bus Owners/Drivers Subject to the Omnibus Transportation Employee Testing Act of 1991

Reasonable Cause

All contracted bus owners/drivers will be required to submit to screening whenever a supervisor observes circumstances which provide reasonable cause to believe a contracted bus owner/driver has used a controlled substance or has otherwise violated the substance abuse rules. Examples of circumstances that may establish reasonable cause to warrant testing include supervisor observation, co-worker complaints, performance decline, attendance or behavior changes, involvement in a workplace or vehicular accident, or the actions which indicate a possible error in judgment or negligence, or other violations of the drug or other School Board Policy.

The supervisor or supervisors requesting testing shall prepare and sign written documents explaining the circumstances and evidence upon which they relied within 24 hours of the testing, or before the results of the tests are released, whichever is earlier.

Random Testing

The Board of Education will conduct random unannounced screening of all contracted bus/owners/drivers. Tests of contracted owners/drivers for illicit drugs will be conducted in a number equal to or greater than 50 percent of the effected workforce-without advance notice-in any given 12 month period. Tests of contracted bus owners/drivers for alcohol will be conducted in a number equal to or greater than 25 percent of the effected workforce-without advance notice-in any given 12 month period. There will be no maximum number of samples that any one individual will be required to provide during the testing schedule. Subsequent testing will be conducted at levels equal to or greater than the initial testing level. Contracted bus owners/drivers will be required to report to the School Board - designated collection site for testing as soon as possible but in no case later than 4 hours following notification. Annually, the tests will be spread reasonably over 12 months.

Post-Accident Testing

Contracted bus owners/drivers are required to notify the superintendent/designee or the coordinator of transportation immediately of any vehicular accident and/or accident resulting in injury or damage to school system property. The superintendent/designee will at that time give the contracted bus owner/driver the necessary instructions to enable them to meet the drug testing requirements.

Follow-up Drug Screening and Alcohol Tests

Following an accident involving a commercial motor vehicle, each surviving contracted bus owner/driver shall be tested for alcohol and controlled substances if (1) said driver was performing safety-sensitive functions with respect to the vehicle, and the accident involved loss of human life; or (2) said driver received a citation under State or local law for a moving traffic violation arising from the accident.

Said driver must undergo substance screening within 32 hours of the occurrence of the accident. If the drug test cannot be administered within 32 hours, a written record of the reasons and attempts must be recorded and maintained on file.

An alcohol test must be administered within two (2) hours following the accident, or a record of the reason why the test could not have been administered, if not, what efforts were made to complete the test. This record must include the eight hours following the accident if the test is not administered within eight hours. After eight hours if not tested, all attempts will be documented in written record, and attempts to give the test will cease. A breach of contract will result if any contracted bus owner/driver fails to report an accident or submit to substance screening where required by law or this policy.

Return to Duty and Follow-up Testing

All contracted bus owners/drivers referred through administrative channels who undergo a counseling or rehabilitation program or who are suspended for abuse of substances covered under this policy will be subject to unannounced testing following return to duty for no less than 12 months and no more than 60 months. Testing will be on a daily, weekly, monthly or longer basis and in addition to the other types of tests provided in this policy.

Testing Procedures

General Guidelines

The School Board shall rely on the guidance of the Federal Department of Transportation, Procedures for Transportation Workplace Drug Testing Programs, 49 C.F.R. Parts 30.1 through 30.39, and on the future guidance of the Omnibus Transportation Employee Testing Act provided in 49 C.F.R. Parts 382, 391, 392, and 395.

Substances Tested For

Contracted bus owners/drivers will regularly be tested for amphetamines, cocaine, marijuana, opiates and phencyclidine. Testing for alcohol will also be conducted subject to the final provisions of the Omnibus Transportation Employee Act of 1991. Contracted bus owners/drivers may be tested for other substances without advance notice as part of a separate test performed by the School Board for safety purposes.

Testing Procedure

The Board of Education reserves the right to utilize blood, hair, breath, saliva, or urinalysis testing procedures.

Collection Sites

The School Board will designate collection sites where individuals may provide specimens.

Procedure Used To Test For Controlled Substances

(See Exhibit D for Detailed Procedure Used to Test for Controlled Substances)

The Board of Education and the laboratory, will maintain a documented procedure for collecting, shipping and accessing urine specimens. A tamper-proof sealing system, identifying numbers, labels, and sealed shipping containers will be used to safeguard the specimen in a transit status.

A urine specimen must be provided by the driver in the privacy of a stall or otherwise partitioned area. A driver may be asked to give a specimen under direct observation when:

The driver has presented a urine specimen that falls outside the normal temperature range.

The last urine specimen provided by the driver was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L.

The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample.

The driver has previously been determined to have used a controlled substance without medical authorization and the particular test was being conducted for follow-up testing upon or after return to service.

If the driver refuses to submit to any controlled substance test as required by this policy and procedure, the individual will not be awarded a contract in the event it is a pre-contract test and the driver will be subject to contract termination in the event it is a random, reasonable suspicion or post accident test.

Refusal to submit to any controlled substance test shall mean:

Failure to provide adequate urine for testing without a valid medical explanation after the driver has received notice of the requirement for urine testing; or

Engagement in conduct that clearly obstructs the testing process.

Urine specimens are divided into two containers by the collection site person in the presence of the driver. Collection sites will maintain instructions and provide training for collection site personnel as needed to protect the integrity of the specimen.

Procedure Used To Test For The Presence of Alcohol

(See Exhibit E For Detailed Procedure Used To Test For The Presence of Alcohol)

Testing for alcohol is done by breath test. Two breath tests are required for a positive result. If the first test is below 0.02, it is considered negative. If it is 0.02 or greater, a second test must be performed. A result of 0.04 or higher constitutes a positive result. The confirmation test must be done on a machine that prints out the results, date and time.

If a driver refuses to submit to any alcohol test as required by the policy and procedure, the driver will not be awarded a contract in the event it is a pre-contract test, and the driver will be subject to contract termination in the event is a random, reasonable suspicion or post-accident test.

Refusal to submit to a test for the presence of alcohol shall mean:

Failure to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing; or

Engagement in conduct that clearly obstructs the testing process.

All contracted bus owners/drivers will be required to execute the Consent/Release Form (Exhibit F).

Evaluations and Return of Results

The laboratory will transmit (by fax, mail, or computer, but not orally over the telephone) the results of all tests to the School Board's MRO. The MRO will be responsible for reviewing the quantified test results of contracted bus owners/drivers and confirm that the individuals testing positive have used drugs in violation of School Board policy. Prior to making a final decision to verify a positive test result for an individual, the MRO shall give the individual an opportunity to discuss the result with him or her. The driver must provide documentation (doctor's report, copy of a prescription, etc.) as proof of legitimate use of medication within five (5) days. This information will assist the MRO in determining if a confirmed positive test result is a result from legally prescribed medication.

If the MRO is satisfied that there exists a valid medical explanation for the positive test result, the MRO will inform the employee of this finding and reassure the individual that all information related to the positive test and valid explanation will remain confidential. The MRO will verify the test result as negative and any report to the school system will indicate the test is negative.

If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact a designated school system official who shall direct the individual to contact the MRO as soon as possible.

If the MRO is unable to contact the driver within five (5) days, the MRO will contact the school system's Drug Program Coordinator and advise them to remove the driver from his/her safety sensitive position for medical reasons, pending an interview with the driver. The MRO may verify a test as positive without having communicated directly with the employee about the test if the designated school system representative has successfully made and documented a contact with the individual and instructed the individual to contact the MRO and more than five days have passed since the date the individual was successfully contacted by the designated school system representative or the employee expressly declines the opportunity to discuss the test.

The MRO shall then promptly tell the superintendent/designee which contracted bus owners/drivers tests positive.

Request for Re-test

Split sample testing is required of all drug testing. The MRO shall notify each contracted bus owner/driver who has a confirmed positive test that the individual has 72 hours in which to request a test of the split specimen, if the test is verified as positive. If the individual requests an analysis of the split specimen within 72 hours

of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the result of the test of the primary specimen is positive, the laboratory shall retain the split specimen in frozen storage for 60 days from the date on which the laboratory acquires it. Following the end of the 60-day period, if not informed by the MRO that the individual has requested a test of the split specimen, the laboratory may discard the split specimen.

The split specimen shall be retained in long-term storage for one year by the laboratory conducting the analysis of the split specimen (or longer if litigation concerning the test is pending).

The contracted bus owner/driver may be required to pay the associated costs of re-test in advance but will be reimbursed if the results of the re-test are negative.

Release of Test Results and Required Record-keeping

Test results and records must be kept confidential. Test results shall not be released by the School Board, beyond the MRO and School Board's management, without the individual's written authorization.

However, all contracted bus owners/drivers will be required to execute a consent/release form permitting the System to release test results and related information to the Unemployment Compensation Commission or the relevant government agency (Exhibit #F).

The MRO shall retain the individual test results for positive specimens for five (5) years and negative for twelve (12) months.

Records that demonstrate the collection process conforms to the plan must be kept for at least three (3) years or for the period required by law.

A record of the number of drivers tested, by type of test (i.e. post-accident, pre-employment or reasonable suspicion), must be kept for at least five (5) years.

Records confirming the supervisors and drivers have been trained as required must be kept for at least three (3) years.

Tests For Which Contracted Bus Owners/Drivers Must Pay

Pre-contract DOT drug and alcohol tests

Reasonable cause test if the test result is positive

All post-accident tests

Return to duty and follow-up tests

Re-certification physical examination

Contracted bus owner/driver requested re-tests

VII BREACH OF CONTRACT

The School Board/Superintendent will consider breach of contract action for any violation of the policy, including refusing to submit to screening, to execute a release, or otherwise cooperate with an investigation or search by the administration.

All contracted bus owners/drivers who test positive in a confirmation substance test will be subject to breach of contract action. Rehabilitation, at a pre-approved treatment provider, may be available to individuals who violate the policy at the expense of the individual.

No individual may be returned to driver status after any rehabilitation or testing positive unless certified as safe and not using drugs by the School Board's MRO. Any contracted bus owner/driver returning to driver status after violating the policy or testing positive will be subject to aftercare and testing as outlined in the Probation Agreement.

GROUND FOR CONTRACT TERMINATION

The following are grounds for contract termination under the drug and alcohol-testing program for contracted bus owners/drivers:

Refusal to submit to testing or neglecting to be readily available for testing will be grounds for termination.

Confirmed concentration test reading of 0.04 or greater, on any required alcohol test will be grounds for termination.

Confirmed positive results on any required controlled substance test will be grounds for termination.

VIII ASSISTANCE PROGRAM (AP)

The School Board AP shall include:

Education and training for the contracted bus owner/driver regarding drugs and alcohol;

Each supervisor must complete one (1) hour of training on reasonable suspicion for drugs and one (1) hour of training for reasonable suspicion of alcohol each year, including:

Effects and consequences of substance use on personal health, safety and work; (Exhibit A)

Manifestations and behavioral causes that may indicate substance use; and (Exhibits B & C)

Documentation of training provided (Exhibit G)

A written statement on file and available at the School Board office outlining the AP.

IX INVESTIGATION/SEARCHES

Where a supervisor has reasonable cause to suspect that a contracted bus owner/driver has violated the substance abuse policy, he or she may inspect vehicles which a contracted bus owner/driver brings on the School Board's property, purses, briefcases, tool boxes or other belongings, and at locations where school related activities are being conducted without prior notice in order to ensure a work environment free of prohibited substances. A contracted bus owner/ driver may be asked to be present and remove a personal lock. Where the contracted bus owner/driver is not present or refuses to remove a personal lock, the superintendent/designee will do so for him or her. The superintendent/designee may release any illegal, or controlled drugs, or paraphernalia to appropriate law enforcement authorities.

All searches should be coordinated with the superintendent/designee.

NOTE

These procedures represent the School Board's current guidelines in dealing with a developing problem under evolving laws and facts, and may be changed in accordance with Board policy and state federal law.

EXHIBIT A
CHEMICAL EFFECTS OF DRUGS AND ALCOHOL MISUSE

Alcohol - depresses the central nervous system

Cocaine - central nervous system stimulant with short term effects similar to the body's own adrenaline

Marijuana - psychoactive drug involved is THO, a hallucinogenic agent

Prescription drugs -

Stimulants (Amphetamines) act as synthetic adrenaline energize the central nervous system by increasing blood pressure, widening pupils, increasing respiration, depressing appetite and decreasing fatigue

Sedatives (Barbiturates/depressants) cause a slowdown of the functions of the brain and the central nervous system

PCP, Angel Dust, creates euphoria which lasts for three to five hours, ensuing loss of feeling, numbness

Heroin - semi-synthetic narcotic drug; morphine derivative; analgesic

EXHIBIT B
BEHAVIOR EFFECTS FROM DRUGS AND ALCOHOL MISUSE
(DEFINING PROBABLE CAUSE)

1. Alcohol

Speech - thick, slurred, loud

Flushed face

General appearance, dishevelment, dirtiness, unkemptness

Appearance of eyes - red, watery, heavy lids, fixed pupils

Breath - foul, distinctive odor of various intoxicants

Gait - Walking unsteady, deliberately and over-careful, swaying, weaving, stooped

Behavior - excessive, silliness or boisterousness

2. Narcotics - (Heroin, Morphine)

Lethargy, drowsiness, and tendency to go "on the nod", falling asleep and then awakening

Red, watering eyes; pupils fixed and constricted

Loss of appetite; generally poor physical condition

Scars (needle tracks) on back of hands and arms, may wear long sleeves to cover scars

Nausea, vomiting, and muscular twitching resulting from withdrawal

Syringes, needles, or other evidence of injections left in a locker or desk

3. Sedatives and Depressants (Barbiturates)

Dozing, lack of concentration and slurred speech

4. Stimulants (Amphetamines/Cocaine)

Excessive activity and nervousness; extremely talkative and emotionally expressive

Dilated pupils; mouth and nose dry and irritated; sore throat, nose bleeds

Lack of interest in personal health and hygiene; long periods without eating or sleeping

Impatience or irritability

Sinus problems; runny nose, headaches

Trembling and convulsions; nausea or vomiting

Continual licking of lips, grinding of teeth, sniffing, or nose rubbing

5. Hallucinogens (Marijuana, LSD, Mescaline)

Changes in mood - LSD user's may vary from a trance like state to feelings of fear and terror; may experience nausea, chills, flushes, irregular breathing, trembling of hands

Use of marijuana is difficult to detect - user may be talkative or sleepy as drug takes effect -

Depth and time perception may be distorted, making driving and work with machinery dangerous

Aroma/Circumstances surrounding actual use must be considered

EXHIBIT C

PERFORMANCE BEHAVIOR FOR DRUG AND ALCOHOL MISUSE

In addition to the physical symptoms often displayed, an employee who is misusing alcohol or drugs may exhibit certain behaviors that can lead to problems on the job.

Among these are:

Unreported absences or late arrivals

Poor or erratic work performances and decreased productivity

Increase involvement in workplace accidents

Poor relations with co-workers

Increased request for time off or early dismissal from work

Increased use of sick benefits

Here are some specific performance behaviors, alcohol misuse and drug abuse can cause while you are trying to perform your job.

ALCOHOL-

Turning with wide radius

Weaving and swerving

Braking erratically

Slow response to traffic signals

Slow speed more than 10 MPH below limit

Accelerating or decelerating rapidly

AMPHETAMINES-

More likely to take risks
Overreactions such as over-braking, over-steering, over-acceleration
Bad judgment concerning distance
Late reaction times

COCAINE-

Distorted vision and perception
Slow reaction time to traffic situations
Hard to make a decision
Angry about own slow ability to react

MARIJUANA-

Slower than usual thinking and reactions
More than usual miles without sleeping
Don't remember last stop, short-term memory loss
Could rear end another vehicle before aware of presence

OPIATES-

Day dreaming
Blurred vision
Distorted sense of time and distance

PHENCYCLIDINE (PCP)-

Aggressive actions such as honking horn, sliding tires, taking aim at other vehicles.
Following too close. Passing on a curve or in a blind spot.

EXHIBIT D

PROCEDURE USED TO TEST FOR CONTROLLED SUBSTANCES

You will be sent to a collection site where a urine sample will be collected in a private location.

Urine specimens are divided into two containers by the collection site person in your presence. These two specimen samples, called "primary" and "split", are sent to a testing laboratory certified by the Department of Health and Human Services.

At the laboratory, a screening test is performed on the "primary" sample. If this test is positive for controlled substances, a confirmation test is performed. This test is called a gas chromatography/mass spectrometry, to ensure that over the counter drugs are not reported as positive.

If the first test is positive, the Medical Review Officer (MRO) will attempt to notify you, to find out if there is a medical reason for the drug use. If you can document why the substance is being taken and if the MRO finds it is a legitimate medical use, the test may be reported as negative to the employer. If you cannot be contacted, the required information must be furnished to the employer within three business days of completion of the MRO's review.

After being notified that the first test was positive, you have 72 hours to request a test of the "split" specimen sample. If you make this request, the split specimen is sent to another DH HS-certified laboratory for the test. If the split specimen does not confirm the presence of a controlled substance, the MRO cancels the test and reports this to the DOT, the employer and to you.

Removal from safety sensitive duty is immediate, and not delayed to await the result of the split specimen test.

If you refuse to submit to any controlled substance test as required by this policy, you will not be hired in the event it is a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. Contracted bus owners/operators will not be awarded a contract in the event it is a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit means the following:

Failure to provide adequate urine for testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or
Engagement in conduct that clearly obstructs the testing process.

EXHIBIT E

PROCEDURE USED TO TEST FOR THE PRESENCE OF ALCOHOL

All alcohol testing is done by a certified breath alcohol technician (BAT) in a private setting where no one but you and the BAT can see or hear the test results. An evidential breath-testing device (EBT) approved by the National Highway Safety Administration must be used to perform the test.

The BAT will ask for identification. You may ask for the BAT's identification as well.

To complete the test you must blow forcefully into the mouthpiece of the testing device as the test requires 210 liters of breath for proper testing of the alcohol concentration.

A screening test is done first. If the reading is less than .02, you will sign a certification and fill in the date on the form and the test is complete.

If the reading is .02 or over, a confirmation test must be done after 15 minutes, but within 20 minutes of the first test. You will be asked not to eat, drink, belch, or put anything in your mouth. These steps prevent the build-up of mouth alcohol, which could lead to an artificially high result.

If the confirmation test results show a reading of .02 but less than .04, you will be removed from safety sensitive functions and sent home until your next duty shift, but not less than 24 hours from the time of the test. Also, you will receive disciplinary action up to and including termination.

If the confirmation test results show a reading of .04 or greater, you will be immediately removed from safety sensitive functions, again receive the referral information per this policy if requested, but are subject to termination. A bus owner/operator will be subject to having his/her contract terminated.

If the screening and confirmation test results are not the same, the confirmation test result will be used.

If you refuse to submit to any alcohol test as requested by this policy, you will not be hired in the event of a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. A contracted bus owner/operator will not be awarded a contract in the event of a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit shall mean the following:

Failure to provide adequate breath for testing without a medical explanation after he or she has received notice of the requirement for breath testing; or
Engagement in conduct that clearly obstructs the testing process.

EXHIBIT F
CONSENT/RELEASE FORM
CONTRACTED BUS OWNERS/DRIVERS

I have read the above statement of policy and agree to abide by the School Board's drug and alcohol rules. I agree to submit to drug and alcohol tests at any time as a condition of the bus contract. I authorize any laboratory or medical provider to release test results to the superintendent/designee, the transportation supervisor, and the Board's MRO.

I expressly authorize the School Board or its MRO to release any test-related information, including positive results, to the Unemployment Compensation Commission or other government agency investigating the termination of the bus contract or termination of the contracted driver.

Contracted Bus Owner/Driver

Date

Superintendent/Designee

Date

EXHIBIT G
DRUG TESTING PROGRAM
ACKNOWLEDGMENT OF ATTENDANCE AT TRAINING SESSION

The Rutherford County Board of Education (hereinafter known as the Board) has adopted the attached Drug Testing policy and Drug Testing Rules and Regulations. Once you finish your training session explaining the facts about the effects, behavioral changes and job performance dangers of controlled substances and alcohol misuse, sign this cover sheet and return it to the session supervisor. Make sure that all of your questions are fully answered including how to contact an assistance program and substance abuse professional referral service for help. All individuals subject to testing are required to submit to alcohol and a controlled substance tests administered in accordance with this policy:

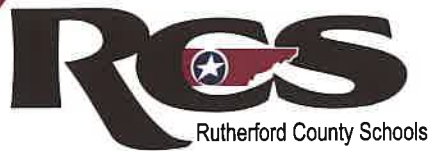
I, _____,
(Print your name)

have received one hour of more training on controlled substance abuse, and received training and information on alcohol misuse. I have read and understand the Board's policy and rules and regulations regarding drug testing and maintaining a drug-free and alcohol misuse-free workplace. I have been given a copy of the drug testing policy and drug testing rules and regulations, have had all of my questions answered, and understand my obligations and responsibilities as a covered individual.

I am aware that the superintendent or his designee is the Board's designated person to answer any questions that I might have concerning the Board's policy, rules and regulations, educational materials and training.

I am aware that the Board is providing an assistance program and substance abuse professional consultation and referral service phone number for drug and alcohol misuse problems. This is a referral number furnished for consultation only and does not obligate the Board to pay for, or provide treatment, for drug or alcohol addictions, or related problems.

Signature



Bill C. Spurlock
Director of Schools

Rutherford County Board of Education

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

Purchase of Language Curriculum from Benchmark Education: The ESL Department is seeking approval to purchase *Hello!*, a newcomer curriculum for English language learners. The total cost of the curriculum is \$54,450.00 and will be paid for with Title III funds.

Recommend Approval—motion to approve the newcomer curriculum from Benchmark Education for the ESL Department.

Director of Schools Signature _____ Date: _____

Chairman of BOE Signature _____ Date: _____



Bill C. Spurlock
Director of Schools

Rutherford County Board of Education

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

Purchase of Imagine Reading Licenses—The ESL Department is seeking approval to purchase 2,500 Imagine Reading Licenses for our English language learners for the 2022-2023 school year. The total cost of the licenses is \$37,500.00 and will be paid for with Title III funds.

Recommend Approval—motion to approve the purchase of the Imagine Reading licenses for the ESL Department.

Director of Schools Signature _____ Date: _____

Chairman of BOE Signature _____ Date: _____

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Human Resource Benefits Specialist

Term of Employment: 12 Months, Full-time, Hourly Classified Position (3 positions available)

Immediate Supervisor: Assistant Superintendent of Human Resources and Student Services

POSITION DESCRIPTION:

Under the direct supervision of the Assistant Superintendent of Human Resources and Student Services, this position will perform a variety of tasks associated with the coordination and administration of employee benefits such as Medical, Dental, Vision, Flexible Spending Accounts, Voluntary Insurance, EAP, COBRA, Short/Long Term Disability and other insurance and programs offered to employees.

ESSENTIAL FUNCTIONS:

- ✓ Interact and coordinate with other members of the Human Resources and Benefits Management department in creating internal processes relative to benefits.
 - ✓ Coordinate with the state department insurance consultant in the open enrollment communication development and process.
 - ✓ Perform dependent verification eligibility determination.
 - ✓ Prepare and maintain official insurance records and employee files while adhering to Medicare and insurance rules and regulation.
 - ✓ Participate in required HIPPA and other insurance related training staying current with changing policies, technologies, services along with state and federal regulations.
 - ✓ Consult with carriers, physicians, attorneys, drug companies, third party administrators, disability companies, consultants and other benefit vendors as necessary on behalf of the employee.
 - ✓ Assist in the benefits plan design, changes, updates and rollout for current employees and retirees.
 - ✓ Respond to inquiries regarding benefits by conducting investigations and resolving issues.
 - ✓ All other duties as assigned to ensure a proper operation of Human Resources Department.
-

QUALIFICATIONS:

- ✓ Human Resources experience preferred.
- ✓ High School diploma is required; supplemented by six (6) years previous experience in Benefit Administration, Insurance, Finance, or related field which provides the requisite knowledge, skills, and abilities for this job. Must have advanced computer skills in Word, Excel and PowerPoint.
- ✓ Possess strong interpersonal skills – ability to work effectively with a wide range of people including applicants, administrators, teachers support staff, and other community members.
- ✓ Able to organize multiple priorities.
- ✓ Able to work effectively under pressure and handle multiple tasks efficiently.
- ✓ Able to take direction, work on a team or independently.
- ✓ Must meet all health, physical and background check requirements.
- ✓ Demonstrate professionalism and confidentiality.
- ✓ Strong written and verbal skills.

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title: Attendance Facilitator

Term of Employment: 200 Days

Reports to: School Principal

POSITION DESCRIPTION:

- Under the direction of the school principal and appropriate instructional coordinators, implement and support Tier I and Tier II truancy support and initiatives.
 - Foster and develop positive self-concepts in children through daily success-oriented learning experiences.
 - Communicate with parents and students to offer support and provide resources for optimum student attendance.
-

ESSENTIAL DUTIES:

- Oversee the creation of policies and procedures regarding student attendance.
- Design and implement Tier I and Tier II supports for student attendance.
- Coordinate with outside agencies that are related to student's attendance.
- Collaborate with administration, teachers, school counselors, school social worker, truancy teacher, and behavior coordinator regarding students who are absent or tardy too frequently and who have not responded to the corrective efforts made by the administration.
- Possess the skills to communicate positively and effectively to students, parents and staff; and appropriately intervene when attendance problems are identified.
- Develop strategies to maintain, cultivate, and reward good student attendance and ensure prevention-oriented supports are in place.
- Intervene with students who have a past history of truancy or face a risk factor that makes attendance more difficult and need a higher level of more individualized support in addition to benefiting from the universal supports.
- Create a school team that regularly reviews attendance trend data for all students and identifies how many and which students fall into the different tiers of needed support.
- Establish a school plan for reducing chronic absence based on an analysis of strengths and challenges around school climate and attendance practice.

- Use qualitative and quantitative data to identify common barriers to attendance
- Cultivates an atmosphere where students feel respected and safe and all students feel as if they connect with at least one adult.
- Reinforce positive, welcoming experiences in the school building
- Create visuals that reflect attendance messaging and modify during the year to sustain impact
- Ensure school has opportunities for parental engagement and involvement including organized parent groups, learning at home, and volunteer opportunities.
- Recognize good and improved attendance through a variety of school-wide initiatives
- Integrate information about chronic absence into parent programs and communications throughout the year.
- Identify patterns in attendance.
- Look for qualitative data to assess the underlying cause for a student's continued absences
- Identify students who need an appropriate tier 3 truancy response.
- Suggests home visits and/or conferences to address barriers to attendance.
- Set attendance goals with students.
- Nurture teacher interest and capacity in helping to reach out to chronically absent students and their families
- Maintain contact with families to ensure they are receiving the needed support.
- Provide recognition when individual goals are met.
- Refer families to appropriate services.
- Work with students and families to develop strategies for improved attendance.

ADDITIONAL ESSENTIAL DUTIES FOR TITLE I SCHOOL-WIDE POSITIONS:

- Work with parents individually and in workshops as needed using flexibility according to Title I regulations
- Collaborate with the leadership team to integrate the required components of a Title I School wide school into the schools TSIP plan

QUALIFICATIONS:

- 5 years successful teaching experience preferred
- Hold a valid certified Tennessee License
- Competence with intensive behavior intervention
- Proficient in data interpretation

EVALUATION:

- Building level administrators and appropriate instructional coordinator(s)
- Attendance Initiative monitored by school administration and Central Office instructional staff

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title: Behavior and Restorative Practices Facilitator

Term of Employment: 200 Days

Reports to: School Principal

POSITION DESCRIPTION:

- Under the direction of the school principal, implement and support restorative practices at the school level in accordance with local, state, and federal guidelines.
 - Foster and develop positive self-concepts in children through daily success-oriented learning experiences.
 - Collaborate with classroom teachers in planning and implementing an individualized program for Tier II and Tier III students.
 - Communicate with parents to offer support and provide resources for optimum student achievement.
-

ESSENTIAL DUTIES:

- Coordinate with administration, instructional coaches, interventionists, school social worker, and teachers to help create a positive culture for students and staff.
- Assist with conducting functional behavior assessments, writing behavior intervention plans, and monitoring universal screening data.
- Facilitate and schedule team meetings and interpret behavior data to assess the needs of students identified as Tier II or Tier III.
- Maintain records of assessments to document results of interventions and rate of improvement (ROI) with.
- Conduct and participate in professional development opportunities for behavior intervention on the school level and the district level
- Actively participate in PLC meetings and behavior intervention meetings
- Provide information and resources to parents that would enable them to help their child succeed.

- Assist intervention teams in identifying students for Tier II or Tier III and coordinate small group settings to support students
- Maintain accurate attendance records, daily plans, and intervention plans.
- Actively support the district motto: “To empower today’s students to grasp tomorrow’s opportunities.”
- Facilitate training and coaching for students and staff on: restorative practices, peer mediation, meaningful restorative conversations and techniques for resolving conflict.
- Constantly exhibit a spirit of cooperation and willingness to be of service to others; students, parents/citizens, school personnel, etc.
- Model a relational approach to interacting with students and staff, work explicitly to build relationships within the community.
- Build a strong school culture of equity, inclusion, leadership and respect, based on principles of restorative justice.
- With an asset-based approach, identify positive student trends and celebrate successes
- Perform other duties as assigned by the school principal and instructional coordinators.

ADDITIONAL ESSENTIAL DUTIES FOR TITLE I SCHOOL-WIDE POSITIONS:

- Work with parents individually and in workshops as needed using flexibility according to Title I regulations
- Collaborate with the leadership team to integrate the required components of a Title I School wide school into the schools TSIP plan

QUALIFICATIONS:

- 5 years successful teaching experience preferred
- Hold a valid certified Tennessee License
- Competence with intensive behavior interventions and restorative practices
- Training and experience with youth empowerment models and conflict resolution approaches.
- Proficient in data interpretation.

EVALUATION:

- Building level administrators and appropriate instructional coordinator(s)
- RTI² Initiative monitored by school administration and Central Office instructional staff



Building Summary

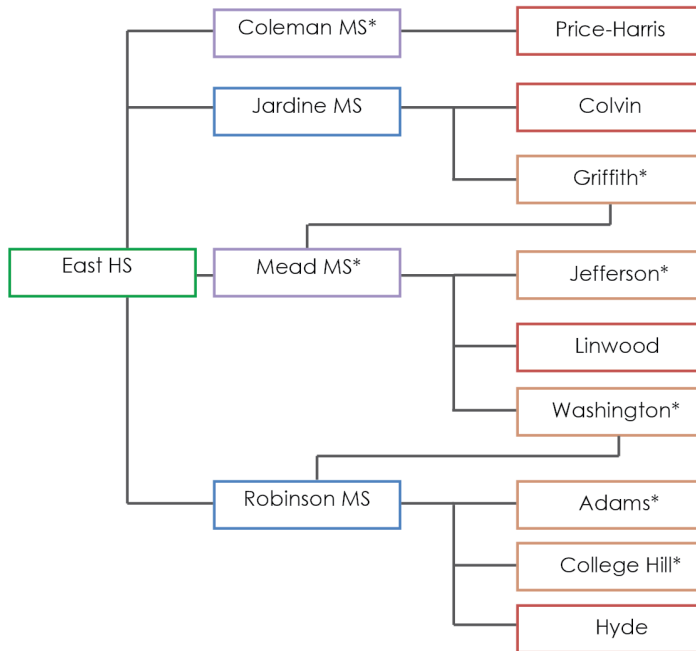
Year Open	1961
Building Square Footage:	443,814
Latest Remodel	2008 Bond
Magnet	No
Title 1 School	No
Grade Configuration	9-12
Official Count Enrollment:	2,360

Building Capacity Information

Sq. ft per student capacity: 162.50 sqft

Functional Capacity: 2,731 Students

Core Rooms	Actual
English Language Arts (ELA)	20
Math	20
Science Classroom w/ Lab	16
Social Studies	19
Total Core Rooms	75
Elective\Non-Core Rooms	
Art Classroom	3
Art Classroom - Digital	2
Business Classroom	5
Computer Lab	3
Computer Studies	2
CTE - Tech Ed	1
Family & Consumer Science (FACS)	2
Family & Consumer Science (Culinary)	2
Foreign Language	6
Industrial Arts	1
Journalism	1
Music - Vocal	1
Music - Instrumental/Strings	1
Physical Education - PE Classroom	1
Physical Education - Main Gymnasium	1
Physical Education - Aux. Gym	1
Physical Education - Weight Room	1
Physical Education - Natatorium	1
Physical Education - Wrestling Room	1
ROTC	1
Speech/Debate	1
Theatre	1
Total Elective\Non-Core Rooms	39
Other Program Space	
AVID	1
ISS classroom	1
ESOL	8
Flex Space	4
Intervention Spaces (Non-SPED)	1
Special Education - Categorical	5
Special Education - Interrelated	10
Total Other Program Space	30
Total Classrooms	144



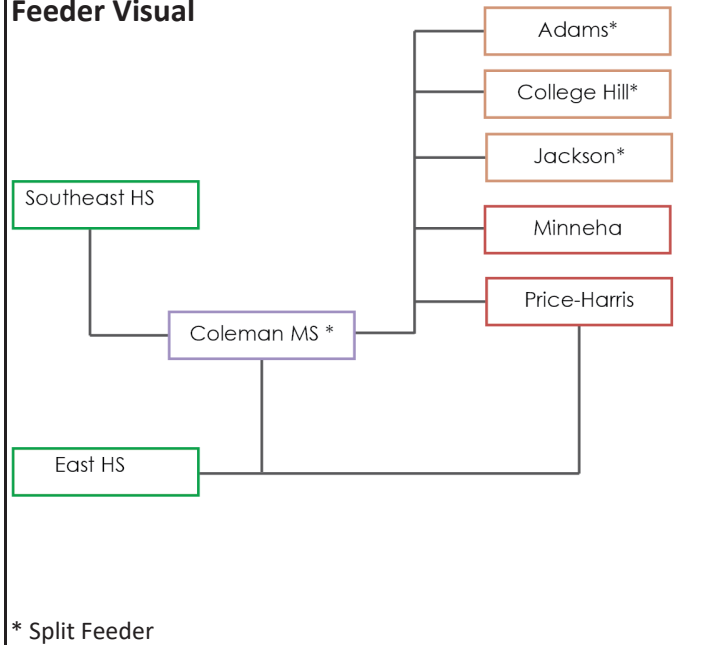
Building Repurpose Consideration(s)	
Description	Capacity Impact
Rooms C210, C204	52
With minor remodeling, could split two rooms into four spaces to capture some instructional space	
ESOL Newcomers space	26
Only possible with some remodeling or relocation of program space	
Rooms C207A & C207B (Flex space)	52
This space could be repurposed to support standard instructional programs if needed	
Total Capacity Impact	130



Building Summary

Year Open	1966
Building Square Footage:	160,419
Latest Remodel	2008 Bond
Magnet	No
Title 1 School	Yes
Grade Configuration	6-8
Section Building	3
Official Count Enrollment:	469

Feeder Visual



Building Capacity Information

Sq. ft per student capacity: 234.36 sqft

Functional Capacity: 685 Students

Core Rooms	Actual
English Language Arts (ELA)	8
Math	7
Science Classroom w/ Labs	5
Social Studies	4
Total Core Rooms	24
Elective\Non-Core Rooms	
Art Classroom/Yearbook	1
Computer Lab	5
Foreign Language	1
Journalism (Yearbook)	0
Leadership	0
Music - Vocal	1
Music - Instrumental	1
Music - Strings	1
Physical Education - Gymnasium	1
Physical Education - Aux. Gym	1
Physical Education - Weight Room	0
Physical Education - Health Classroom	0
Physical Education - Wrestling Room	0
Technology	1
Total Elective\Non-Core Rooms	13
Total Other Program Space	
ISS Room/Recovery Room	3
ESOL	0
Flex Space (available for capacity)	3
Flex Space	0
Gifted/AVID	2
Intervention Space - (Non-Sped)	0
Open Classroom	1
Special Education - Categorical	0
Special Education - Interrelated	8
Total Other Program Space	17
Total Classrooms	54

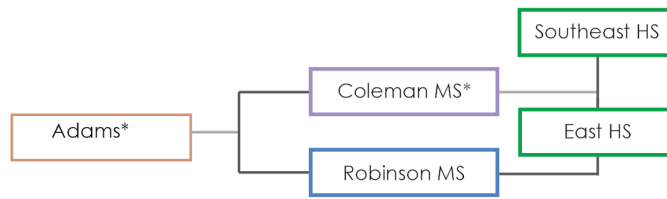
Building Repurpose Consideration(s)	
Description	Capacity Impact
Room C109 (Classroom converted to office)	0
This would require relocating the office space to repurpose full size classroom (included in capacity above)	
Rooms A115, E107, A202 (ISS/Recovery)	26
Minor remodeling, could repurpose one of the rooms to standard instructional space and put programs in two of the existing rooms	
Room C101 (Social Worker space)	0
This would require relocating the office space to repurpose full size classroom (included in capacity above)	
Room A201 (used for storage/cust office)	26
This would require relocating storage/custodial office	
Total Capacity Impact	52



Building Summary

Year Open	1947
Building Square Footage:	56,304
Latest Remodel	2008 Bond
Magnet	No
Title 1 School	Yes
Grade Configuration	PreK-5
Section Building	3
Official Count Enrollment:	524

Feeder Visual



* Split Feeder

Building Capacity Information

Sq. ft per student capacity: 135.35 sqft

Functional Capacity: 416 Students

Core Rooms	Actual	Available
PreK/Early Childhood	1	1
Kindergarten	4	3
1st Grade	4	3
2nd Grade	4	3
3rd Grade	4	3
4th Grade	3	3
5th Grade	4	3
Total Core Rooms	24	19

Elective\Non-Core Rooms

Art Classroom	0
Computer Lab	0
Music	1
Physical Education - Gymnasium	1

Total Elective\Non-Core Rooms 2

Other Program Space

Communication/Speech	1
ESOL	1
ESOL Newcomer Program	0
Flex Space (available for capacity)	0
Flex Space	0
Gifted Classroom	0
Intervention Space (Non-SPED)	1
Special Education - Categorical	1
Special Education - Interrelated	2

Total Other Program Space 6

Total Classrooms 32 27

Building Repurpose Consideration(s)

Description	Capacity Impact
Total Capacity Impact	0

Notes:

Actual classrooms = The current number of classrooms a building is providing per grade level.

Available sections = This number is what RSP believes to be the number of sections (classes) per grade level appropriate for a particular building based on how the rest of the building is being currently utilized.

PROFESSIONAL SERVICES AGREEMENT

Between
RSP & Associates, LLC
and
Rutherford County Schools, Rutherford County, State of Tennessee

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2022 (the "Effective Date"), by and between RSP & Associates, LLC, a Kansas limited liability company ("Consultant"), and Rutherford County Schools, Rutherford County, State of Tennessee ("Client").

Recitals

A. Client desires Consultant to provide certain professional services as described in such written Statement of Work (as defined below) as may be agreed upon by the parties in accordance with the terms of this Agreement (the "Professional Services"), and Consultant desires to provide such Professional Services. Such Professional Services are fully defined and set forth in the attached Statement of Work.

B. The terms and conditions of this Agreement shall apply to and govern all Professional Services and Deliverables provided by Consultant to Client.

Agreement

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1.0 Definitions. The following terms, when used in this Agreement, shall have the following meanings:

1.1 **Agreement.** "Agreement" shall mean this document, all Exhibits referenced herein and attached hereto, and all Statements of Work made pursuant to Section 3 herein.

1.2 **Client Content.** "Client Content" shall mean anything provided by Client or its agents for incorporation into the Deliverable(s), including, but not limited to, any data, images, programming, photographs, illustrations, graphics, audio clips, video clips, or text, including all Intellectual Property rights therein.

1.3 **Confidential Information.** "Confidential Information" shall mean, with respect to a party hereto, (i) all information listed as a "confidential record" pursuant to the terms of Tennessee Code or other information protected by FERPA, 20 USC Section 1232g. Confidential Information may include, but is not limited to, the Client Content and Consultant Content.

1.4 **Consultant Content.** "Consultant Content" shall mean anything provided by Consultant or its agents, including, but not limited to, any data, images, programming, computer code, photographs, illustrations, graphics, audio clips, text, scripts, applets,

procedures, solutions, designs, techniques, methods, methodologies, tools, processes, templates, improvements and other know-how and materials (collectively, “Solution Assets”), that are made, conceived, or developed by or for Consultant prior to or independent of any Professional Services, any enhancements and modifications to and new Solution Assets created or acquired in the performance of Services that have generic application in the urban planning profession or are not unique to Client, and the Intellectual Property rights in any of the foregoing.

1.5 Work Product. “Work Product” means anything made, conceived, or developed by Consultant after the Effective Date in connection with the performance of Professional Services hereunder, including, but not limited to any data, images, programming, computer code, photographs, illustrations, graphics, audio clips, text, scripts, applets, procedures, improvements, and other materials, including the Intellectual Property rights therein. Work Product does not include Consultant Content, Client Content or any third-party content.

1.6 Deliverable. “Deliverable” shall mean any item, software, work product, documentation, service, or material provided by Consultant to Client pursuant to this Agreement or any Statement of Work. Deliverables may be a combination, as appropriate, of Client Content, Consultant Content, Third Party Content, and Work Product.

1.7 Intellectual Property. “Intellectual Property” shall mean all inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how (whether or not protectable under trade secret laws), techniques and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, business methods, technical developments, artwork, software, programming, applets, scripts, and designs.

2.0 Services.

2.1 Professional Services. Client hereby retains Consultant to provide, and Consultant hereby agrees to provide, pursuant to this Agreement, the Professional Services specifically described in such Statement of Work as signed by both parties and attached to and incorporated into this Agreement.

2.2 Performance of Services. Consultant represents and warrants that: (i) it shall complete all tasks identified in a Statement of Work unless this Agreement is terminated as permitted by this Agreement; (ii) all services provided by Consultant to Client (including without limitation any support or explanation) will be performed in a timely, competent, professional, and workmanlike manner, using qualified Personnel in conformity with standards generally accepted in the planning profession; and (iii) Consultant is the lawful owner or licensee of any software programs used by Consultant in the performance of the services called for in this Agreement and has all rights necessary to convey to Client the license granted herein.

3.0 Statement of Work. "Statement of Work" shall include the following: The Statement(s) of Work shall include, as appropriate, description, background, scope, management approach, technical approach, quality approach, roles and responsibilities of each party, Deliverables, equipment and items (if any) to be delivered pertaining to the Deliverables, the equipment on which the Deliverables are to operate, any interfaces to be created, operating systems to be used, acceptance testing methodology, methods of delivery, a schedule of performance dates and milestones (including delivery dates for each Deliverable), and such pricing and payment terms as may be agreed to by the parties. The Statement(s) of Work may include such additional terms and conditions as the parties may wish to include; provided, however, that such terms do not conflict with the terms of this document. Any changes to the terms of this document must be made pursuant to Section 19.0 (Amendment) herein. In the event of a conflict between the terms of this Agreement and a Statement of Work, the terms of this Agreement shall govern, unless this Agreement specifically states that such provision may be varied or modified in the Statement of Work, in which case the Statement of Work shall govern. All Statements of Work shall be effective only when executed by both parties. All fully executed Statements of Work shall be deemed to be attached to and incorporated into this Agreement and governed by the terms of this Agreement.

4.0 Deliverables.

4.1 Development of Deliverables. Development of the Deliverables, if any, shall proceed according to the Statement of Work, provided that Client delivers or provides access to all necessary information, equipment, materials and other items identified in a Statement of Work as being provided by Client in a timely fashion, and if not, then Consultant's obligations which are dependent on such shall be extended to reflect such delay. Consultant shall deliver the Deliverables to Client for approval as provided in Section 4.2 on the dates as specified therein.

4.2 Delivery of Deliverables. Consultant may deliver a draft of the Deliverables, if requested, to Client no later than the Deliverables Review Date set forth in the Statement of Work. Consultant shall meet with Client to review the draft of the Deliverables and shall thereafter deliver a true and complete copy of the Deliverables to Client no later than the Scheduled Delivery Date set forth in the Statement of Work.

5.0 Change Orders. A Statement of Work may be amended by the parties in a writing executed by both parties. During the term of a Statement of Work, Consultant will work with Client to make any changes to the scope of services required in a particular Statement of Work which are requested by Client. If Consultant reasonably believes that any change request, individually or collectively, is not feasible or would materially affect Consultant's ability to timely complete, or complete within budget, an agreed upon component of the services to be performed by Consultant, then the change shall be subject to approval by Consultant, which approval shall not be unreasonably withheld, and relevant changes to any timelines or milestones and compensation specified in the Statement of Work shall be negotiated to equitably adjust for the changes in scope as well.

6.0 Term of Agreement. This Agreement shall be effective from the Effective Date until terminated as provided for in Section 7, Termination, below.

7.0 Termination.

7.1 This Agreement may be terminated by either party immediately if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach (if such breach is curable) within thirty (30) days of receipt of the written notice from the non-breaching party specifying the nature of the default.

7.2 This Agreement may be terminated by either party for any reason by providing the other party with sixty (60) days prior written notice.

8.0 Effect of Termination.

8.1 Payment of Fees. In the event of a termination by either party, but subject to any rights and remedies available to Client in the event of an uncured breach by Consultant or non-conforming work, Client shall pay Consultant according to the applicable Statement of Work for all undisputed amounts due for services rendered and work performed (including work-in-progress) up to the date of termination.

8.2 Return of Confidential Information. Except to the extent retention is required by applicable law, within ten (10) days after the termination or expiration of this Agreement, each party shall return to the other all Confidential Information of the other party related thereto (and any copies thereof) in the party's possession or, with the prior written approval of the other party, destroy all such Confidential Information.

8.3 Effect on Intellectual Property Rights. Except for a breach of Sections 9.0 (Intellectual Property Rights and License) or Section 12.0 (Confidentiality), the rights and licenses granted under Section 9.0 (Intellectual Property Rights and License), if any, shall continue in full force and effect in accordance with their terms notwithstanding any termination of this Agreement.

9.0 Intellectual Property Rights and License.

9.1 Copyright. Client acknowledges that all or part of the Work Product may be copyrighted, trademarked, or patented solely by Consultant. All Work Product shall be marked as follows: "© (year) by RSP & Associates, LLC, All rights reserved."

9.2 License of Consultant Content and Work Product. All Intellectual Property rights in and to the Consultant Content and Work Product are and shall remain the sole and exclusive property of Consultant. Notwithstanding the foregoing, Consultant agrees that during the term of this Agreement, and thereafter upon receipt of payment in full of the fees required under this Agreement, Consultant grants to Client a royalty free, non-exclusive, irrevocable, worldwide, perpetual license to use any Consultant Content and

Work Product incorporated into the Deliverables for the purposes specified in the Statement of Work. Client shall not use any reverse engineering methods, make derivative works or distribute the Consultant Content or Work Product in violation of this Agreement. Any and all copies of the Deliverables shall include Consultant's copyright notice. The Work Product is not a work for hire under the Copyright Act.

9.3 Client Content. Client shall not be required to provide any Client Content unless specifically required in the applicable Statement of Work. In such a case, Client shall deliver the Client Content to Consultant in a standard electronic file format specified in the applicable Statement(s) of Work, at such times as may be specified in the Statement(s) of Work or as may be reasonably necessary. Except as may otherwise be provided in a Statement of Work or necessary to prepare a Deliverable, Consultant shall only use the Client Content in the form provided by Client and solely to provide the Professional Services to Client. Consultant shall not use the Client Content for any other purpose. All Intellectual Property rights in the Client Content are and shall remain the sole and exclusive property of Client or its third-party licensors.

10.0 Fees and Payments.

10.1 Fees. All Professional Services will be performed for the Service Fee set forth in the Statement of Work.

10.2 Payment. Terms of payment for all work performed under this Agreement shall be net 30 days from date of invoice.

11.0 Compliance with Laws. Consultant represents and warrants its performance under this Agreement will comply with all applicable federal and state laws, rules, regulations and standards, as well as all Client policies provided to RSP in advance, in writing. Consultant further agrees that while on Client property, Consultant will abide by all applicable laws and Client policies regarding smoking prohibitions, appropriate conduct provisions (including but not limited to bullying and harassment), and sex offender restrictions. Consultant shall comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) regarding the confidentiality of student “education records” as defined in FERPA.

12.0 Confidentiality. Each party hereby agrees that during the term of this Agreement and at all times thereafter it shall not commercialize or disclose the other party’s Confidential Information to any person or entity, except to its own and the other party’s personnel, having a need to know. Each party agrees that it will not use or permit its personnel to use any Confidential Information for purposes other than in connection with performance of its duties under this Agreement. Each party shall use at least the same degree of care in safeguarding the other party’s Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable diligence and care. Notwithstanding the foregoing, each party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall use commercially reasonable efforts to: (i) first notify the other of such request or

requirement, or use in defense, unless such notice is prohibited by statute, rule or court order; (ii) attempt to obtain the other party's consent to such disclosure; and (iii) in the event consent is not given, agree to allow the disclosing party to file a motion to quash, or take a similar procedural step to frustrate the production or publication of information. Nothing herein shall require either party to fail to honor a subpoena, court or administrative order or requirement on a timely basis. Each party shall cooperate with the other in an effort to limit the nature and scope of any required disclosure of Confidential Information.

13.0 Limitation of Liability.

13.1 Limitation of Liability. Except to the extent such limitations are prohibited by applicable law and except in the case of gross negligence or willful misconduct, neither Client nor Consultant shall be liable under this Agreement for any indirect, incidental, special, punitive or consequential damages. Except in the case of Consultant's gross negligence or willful misconduct, in no event will the total aggregate liability of Consultant for any claims, losses or damages arising out of this agreement exceed an amount equal to 3 times the total amount of fees and other consideration actually received by Consultant under this Agreement. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of any other remedies.

13.2 Limitation of Warranties. Consultant warrants that the services performed hereunder shall be performed in a competent and workmanlike manner with qualified personnel. Consultant further warrants, for a period of 30 days after completion and subject to the accuracy of any data provided by Client, that any calculations made by Consultant shall be true and accurate in all material respects. In the event of a breach of this Section 13.2, Consultant shall, at no additional cost or expense to Client, but as Client's sole remedy, reperform the related services. **EXCEPT AS PROVIDED ABOVE, CONSULTANT MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND CONSULTANT SPECIFICALLY DISCLAIMS ANY WARRANTY OF ACCURACY, NON-INTERFERENCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

14.0 Entire Agreement. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein.

15.0 Assignment. This Agreement shall be binding upon the parties and their respective successors, representatives and permitted assigns. Except as set forth herein, neither party may assign this Agreement, or the obligations contained herein, nor may either party delegate its duties except upon receipt of the other party's written approval. Client may, however, without such prior written consent, assign and delegate this Agreement to an affiliate and in conjunction with the sale of all or substantially all its assets, or a reorganization (including in bankruptcy) or merger with another entity.

16.0 Severability. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

17.0 Waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

18.0 Survival Past Termination or Expiration. The following provisions shall survive termination or expiration of this Agreement: Sections 10.0 (Fees and Payment), 11.0 (Compliance With Laws), 12.0 (Confidentiality), 13.0 (Limitation of Liability), and 18.0(Survival).

19.0 Amendment. This Agreement and the Statement(s) of Work which it governs may be amended only by a subsequent written agreement signed by both parties which specifically identifies itself as a written amendment to this Professional Services Agreement.

20.0 Counterparts. This Agreement may be executed in two (2) or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all parties.

21.0 Indemnification. Consultant shall indemnify, defend, and hold Client and its officers, directors, employees, attorneys, and agents harmless from and against any and all liability or expenses of any kind or nature whatsoever (including reasonable attorney fees and costs) finally awarded arising out of or in connection with any third party claims for (i) negligence on the part of Consultant or its officers, employees, or agents; (ii) material uncured breach of the Agreement and/or Statement of Work by Consultant or its officers, employees, or agents; and (iii) violation of any applicable law or intellectual property right of a third party by Consultant or its officers, employees, or agents; provided, however, that Client shall not be indemnified from any such liability or expenses which results from negligence on the part of Client or its officers, employees or agents, or from claims by patrons.

22.0 Notice. Any notice required or permitted under this Agreement will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the U.S. mail, postage prepaid, and addressed to the party as follows: (a) notice to Consultant must be sent to Robert Schwarz, 7111 West 151st Street, Suite 12, Overland Park Kansas 66223; (b) notice to Client must be sent to Bill Spurlock, Director of Schools, 2240 Southpark Drive Murfreesboro, TN 37128.

23.0 Governing Laws. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Rutherford County, Tennessee, or the federal district court for the Middle District of Tennessee.

[Remainder of page left blank intentionally. Signature pages follow.]

The parties represent, by the signatures below, that this Agreement has been executed by their duly authorized representatives as of the Effective Date.

CONSULTANT

RSP & ASSOCIATES, LLC

By: _____

Title: _____

Date: _____

CLIENT

Rutherford County Schools, Rutherford County, State of Tennessee

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____
Secretary, Board of Education

STATEMENT OF WORK NO. RSP 00357

Pursuant to that certain Professional Services Agreement, dated as of this ____ day of _____, 2022 ("Agreement"), by and between RSP & Associates, LLC. ("Consultant"), and Rutherford County Schools, Rutherford County, State of Tennessee ("Client" or "District").

CONSULTANT hereby submits this Statement of Work in connection with the provision of Professional Services under Section 2.0 of the Professional Services Agreement. The terms and conditions set forth in the Agreement are incorporated by reference and shall supersede any conflicting terms herein. This Statement of Work shall have effect only when signed by CLIENT and CONSULTANT.

The subject matter of this Statement of Work and the terms and conditions specifically applicable thereto are as follows:

1.0 Description of Professional Services. Professional services provided by Consultant to Client may include, but are not limited to, Consultant's designing, preparing, writing or analyzing one or more of the following: Boundary Analysis, Enrollment Analysis, Facilitation/Presentations, Facility Planning Analysis, Facility Staffing Analysis, Maps or other analysis/reports as may be necessary to perform and carry out all of Consultant's obligations set forth in this Statement of Work. Any options shall be mutually agreed upon by both the Consultant and Client and evidenced by an addendum hereto setting forth the descriptions, delivery dates, and prices for services.

2.0 Purpose of Professional Services. The purpose of professional services is to assist and provide the Client the following products, services, or analysis which are further defined in the Statement of Work section 7.0 and 10.0:

- 2.1 Enrollment Analysis
- 2.2 Boundary Analysis
- 2.3 Capacity Analysis
- 2.4 Public Facilitation
- 2.5 Maps
- 2.6 Facilitation/Presentations

3.0 Project Management.

3.1 Work Plan. All products will be a work in progress that will meet the deadlines stated in the Deliverable section (7) of the Statement of Work unless both the Client and Consultant agree upon another schedule.

3.2 Work Plan Management. At the request of the Client, the Consultant will provide a description of the status of a particular project.

3.3 Communications. All communications regarding any of the projects should be made to the consultant, Robert S. Schwarz, or those individuals in 4.2

4.0 Change Control.

4.1 Procedure. Changes to this Statement of Work may be made only in compliance with the terms of Section 19.0 of the Professional Services Agreement.

4.2 Client Changes. Only the following individuals may authorize changes for the Client:

Bill Spurlock, Director of Schools
Rutherford County Schools School Board

4.3 Consultant Changes. Only the following individuals may accept on behalf of Consultant any changes requested by the Client:

Robert Schwarz, Owner

5.0 Technical Specifications. Each report will be provided digitally in a pdf format unless otherwise notified by the Consultant.

6.0 Quality Standards. The products delivered to the Client will be of the highest quality and considered final after being reviewed by the Client and those changes made by the Consultant.

7.0 Deliverables.

7.1 Consultant Deliverables Defined. The following are products, services or analysis that will be created by the Consultant under the Agreement.

a. The Enrollment Analysis assists the District in understanding how the projected enrollment impacts capacity and educational use at each of its facilities. The findings could impact renovating, eliminating, and/or building new facilities. The analysis projects the enrollment at each facility for the next five years with current boundaries. It includes tables, graphs, charts, and maps. Meetings with County and City planners, and developers are utilized to discuss land use, development policies, building permit trends, and future development plans to accurately factor for those variables in the Enrollment Projection Model.

b. The Boundary Analysis provides redistricting options that are based on the SFM enrollment projections generated in the Enrollment Analysis. The report will document the public process, benchmark each option with respect to the boundary criteria the Board approves, and ultimately assist the Client in understanding the possible solutions for the enrollment change to include, better utilization of existing facilities, the timing when new facilities or additions should be built, when new sites should be purchased, and when a bond referendum should be held.

c. The Capacity Analysis assists the Client in understanding the utilization (physical and educational) at each of its facilities. The analysis contains the functional building utilization analysis for each facility for the next five years with current boundaries. It includes tables, graphs, and charts. Meeting with District and Building administrators are utilized to discuss education programming, building concerns, improvement history and planned educational future use. Each facility will be analyzed utilizing floor plans, master schedules, administration input, and data collection from each facility. A building tour for verification of analysis may be conducted depending on Client desire. A final meeting with the District to discuss the results and make recommendations with the utilization for each school.

d. The Public Facilitation has consultant leading the facilitation process for discussion of new attendance boundaries. The process will allow detailed exploration of options to better utilize facilities through development of boundary options. The consultant will create a process that integrates the following elements: Board of Education, Administration, Community, and Consultants. The process will include maps, charts, and discussions to provide a comprehensive recommendation to the Board of Education. Costs for each meeting included trained RSP facilitators, meeting preparation and follow up, data analysis, and map development.

e. Maps assist the District in providing map products in various formats, so the general public can comprehend issues such as boundaries, school sites, growth, or other issues the map is visually depicting.

f. Facilitation/Presentations are provided when requested and within the parameters stated in the Work Product section.

7.2 Client Deliverables Defined. The following are data or services to be provided by the Client.

a. Data download of Official Count Student download from Rutherford County Schools, at least the past three school years in a dbf format – After Official Count Day to include the following data fields, which shall be considered Confidential Information by Consultant and shall not be disclosed by Consultant:

- Student ID Number
- Address
- City
- State
- Zip
- Grade
- School Attending
- Building Name
- Catchment/Planning Area
- Ethnicity
- Start Date and End Date
- Date of Birth

- Special Education Code
- b. The following Rutherford County Auditors and Assessors data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
 - City Boundaries
 - County Boundaries
 - Plat and Subdivision Boundaries
 - School District Boundaries
 - Zip Code Boundaries
 - Census Boundaries
 - Roads
 - Parcels
 - Parcel Attribute fields
 - Public School Point Data
 - Private School Point Data
- c. The following city/village: Murfreesboro, Eagleville, La Vergne data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
 - Roads with Geocode attributes
 - Infrastructure (Water, Sewer, Electricity, and Gas)
 - Zoning Attributes
 - Long Range Planning attributes
- d. The following school building data are requested for Capacity Analysis:
 - Building Floor plans
 - Building master schedules
 - Building program summary
 - Building administration contacts
- e. Other GIS or data files as needed to complete the reports, studies, or analysis
- f. Digital files produced by the Client that will assist in completing the scope of services.

7.3 Deliverables Date. Below are the dates for the Deliverables the Consultant will provide the Client:

- a. Capacity Analysis
 - Summer 2022
- b. Enrollment Analysis:
 - December 2022
 - This requires that all incoming data be verified for accuracy within a time frame that allows for analysis to take place once data is received.
- c. Boundary Analysis & Public Facilitation
 - Spring 2023

- d. Facilitation/Presentations – As needed

8.0 Pricing Terms.

8.1 Payment. The Statement of Work will be performed for the 2019/20 and 2020/21 school years. These services will be billed as follows:

a. 2022/23 School Year

- Upon completion of the Capacity Analysis payment to the consultant will be for Eighty Thousand Dollars and no/100 (\$80,000.00).
- **OPTION:** Capacity Analysis Building Tours. Upon completion of the Capacity Analysis Building Tours payment to the consultant will be for Seventy Thousand Dollars and no/100 (\$70,000.00).
- Upon completion of the Enrollment Analysis payment to the consultant will be for Fifty Thousand and no/100 (\$50,000.00).
- Upon completion of the Boundary Analysis payment to the consultant will be for Fifteen Thousand and no/100 (\$15,000.00).
- Upon completion of the Public Facilitation payment to the consultant will be for Forty Thousand and no/100 (\$40,000.00).

b. The above breakdown does not include the cost of actual printing expenses associated with the final production of the work and the Deliverables. These actual printing expenses will be charged to the Client not to exceed Five Hundred Dollars and no/100 (\$500.00) per report listed in 7.1 unless the Client authorizes the expense.

c. Data collection from City/Village/County could incur additional unknown costs.

d. If requested, large maps can be printed (36x36) at a cost of \$48.00 per map.

8.2 Contingency. The payment plan stated in 8.1 is contingent upon the Client utilizing Consultant services for the specified amount of time or providing the following data:

If the District is unable to provide the requested data as stated in 7.2, the Consultant will charge the Client the cost associated with obtaining the information in 7.2 which is not included in the prices listed in section 8.1.

8.3 Additional Services. Any additional services shall be authorized in writing by Client prior to initiation and compensated at the following rates per hour unless otherwise negotiated by both parties.

- a. Principal - \$135.00
- b. GIS Analyst - \$95.00
- c. Project Manager - \$75.00
- d. Zoom meeting - \$2,000.00
- e. RSP in person meeting - **\$5,000.00 (travel included)** if in excess of the meetings provided in Section 10.3.

9.0 Consultant Content. Consultant Content shall consist of at least the following:

9.1 Enrollment Projection Model

9.2 Population Projection Model

10.0 Work Product.

10.1 Enrollment Analysis

- a. Includes detailed analysis of the District enrollment.
- b. Information about the Model Methodology.
- c. Information about the Types of Growth.
- d. Information about the residential development activity expected in the District.
- e. 5-Year Enrollment Forecast.
- f. Maps which assist in showing enrollment, development, and demographic trends

10.2 Boundary Analysis

- a. Provides redistricting options that are based on the SFM enrollment projections generated in the Enrollment Report.
- b. Benchmark each option with respect to the boundary criteria the Board approves.
- c. Utilize Best Planning Practice (BPP) to create scenarios
- d. Generate maps with appropriate tables depicting future enrollment for new attendance areas

10.2 Capacity Analysis

- a. Includes detailed analysis of building capacity in the District.
- b. Information about the capacity methodology.
- c. Information about the education programming.
- d. Tables with a factual capacity for each facility in the District.
- f. Capacity recommendation for each school.
- g. Requires floor plans, master schedules, administrative program summary for each facility
- h. Options for building tours for analysis verification in pricing
 - Building Tours conducted by up to four RSP team members over three to five days.
 - Travel costs included in option pricing
 - Requires building administration attendance

10.3 Public Facilitation Boundary Process

- a. Utilize the data and maps generated in 10.1 to facilitate a public process

- b. Two meetings with Board of Education (one at the beginning and one at the end of the process)
- c. Maximum three meetings with a boundary committee
- d. Three public forums to educate and receive community comment
- e. Meetings may be virtual or in-person
- f. Includes time for meeting preparation and follow-up after meetings
- g. Validation of community values to be introduced or integrated into the planning process

10.4 Facilitation/Presentations

- a. Board Member Meetings – maximum one.
- b. Staff Meetings – maximum 2 (Use technology when appropriate).
- c. Meetings use determined by Client, the consultant or Client may request additional meetings beyond the maximum number allotted that if the Client agrees will be an additional expense at the cost stated in 8.3.
- d. Use of web or phone conference calls will be utilized to maintain communication with administration.

10.5 Maps

- a. School District Map that provides information about each facility's boundary, geographical reference to the surrounding community, and references the schools each planning area will attend.
- b. Maintenance of Geographic Information System (GIS) of attendance area of each facility, school sites, and planning areas.

11.0 Client Content. Client Content may consist of the following elements:

- 11.1 Digital student data for each student with at minimum the fields of address, grade, gender, and ethnicity.
- 11.2 Digital shape-file of parcels in the District.
- 11.3 Digital street centerlines file for all streets in the District that has the appropriate fields for accurate geocoding.
- 11.4 Digital shape-file of all school sites in the District.
- 11.5 Digital shape-file of the current school boundaries for each attendance area.
- 11.6 City and County Future Planning Maps of the area within the District.
- 11.7 Any other data, images, programming, photographs, illustrations, graphics, audio clips, video clips, or text necessary for the completion of the project.

[Remainder of page left blank intentionally. Signature pages follow.]

The parties have executed this Statement of Work by their duly authorized representatives
as of _____, 20____.

CONSULTANT

RSP & ASSOCIATES, LLC

By: _____

Title: _____

Date: _____

CLIENT

Rutherford County Schools, Rutherford County, State of Tennessee

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____
Secretary, Board of Directors