

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

**JULY 7, 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: June 16, 2022 Board Meeting**
- B. Community Use of Facilities**
- C. Transportation: Request for voluntary termination of contract Bus #129
Request for voluntary termination of contract Bus #221**
- D. FY23 Consolidated Application Approval for IDEA/ESEA**
- E. Agreements for Transporting Students to Tennessee School for the Blind (TSB)**

Murfreesboro City Schools: This agreement is for the provision of transportation services for students from Murfreesboro City School system on Rutherford County buses that currently go to the Tennessee School for the Blind (TSB) and Tennessee School for the Deaf (TSD). This service has been provided in the past on a space available basis. The Murfreesboro City School system will reimburse Rutherford County \$54.41 per student per day for transportation to TSB.

Bedford County Board of Education: This agreement is for the provision of transportation services for students from Bedford County Board of Education on Rutherford County buses that currently go to the Tennessee School for the Blind (TSB). This service has been provided in the past on a space available basis. The Bedford County Board of Education will reimburse Rutherford County \$54.41 per student per day for transportation to TSB.

F. Contractual Agreement with NHC Rehabilitation

G. Contractual Agreement with Feltz Therapy Services, LLC

H. Renewal of Lease Agreement with Smyrna Parks and Recreation

**I. Routine Bids: Bid #3603 – Custodial Supplies and Equipment
 Bid #3608 - Floor Demo and Replacement (John Coleman Annex Cafeteria)
 Bid #22-05 - Bus Video Surveillance Systems**

J. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Chandler Tygard	NTE \$5,600.00	Blackman High	School Funds-Football	Morning Supervision + Summer workout program
Richard Beard	NTE \$1,000.00	Oakland High	School Funds-Girls + Boys Basketball	Filming the games
Dianne Howard	NTE \$550.00	Oakland High	School Funds-Girls + Boys Basketball	Keeping the score clock for Girls + Boys Basketball
Justin Stanford *6	NTE \$1,000.00	Oakland High	School Funds-Boys + Girls Soccer	Working the gate + Bus driver
Heather Egan	\$23.50/hour	Oakland Middle	Alinea Church/Various Facility Users	Site Supervisor
Melissa West	\$23.50/hour	Oakland Middle	Alinea Church/Various Facility Users	Site Supervisor
Ali Arman	NTE \$800.00	Riverdale	School Funds-Soccer	Youth Camp Coach
Fulton Kendrick	NTE \$600.00	Riverdale	School Funds-Baseball	Baseball Camp
Barry Marton *6	NTE \$10,000.00	Riverdale	School Funds-Variou Accounts	Bus Driver
Scott Kinney	NTE \$500.00	Rockvale High	School Funds-Band	Band Camp Sectionals

Reginald Coleman	NTE \$500.00	Smyrna High	School Funds-Band	Sectionals
Brenda Duke	NTE \$500.00	Smyrna High	School Funds-Band	Clarinet Sectionals
Lindsey Mears	NTE \$500.00	Smyrna High	School Funds-Band	F.C. Sectionals
Keith Dudek	\$25/lesson	Blackman Middle	School Funds-Band	Private Lessons
Michael George	\$25/lesson	Blackman Middle	School Funds-Band	Private Lessons and small groups
Tonya Lawson	\$30/lesson	Blackman Middle	School Funds-Band	Private Lessons
Rebecca Murphy	\$25/lesson	Blackman Middle	School Funds-Band	Private Lessons
Wilson Sharpe	\$20/lesson	Blackman Middle	School Funds-Band	Private Lessons
Nathan Brewer	NTE \$600.00	Eagleville	School Funds-Baseball	Baseball Camp
Will Friedenreich	NTE \$600.00	Eagleville	School Funds-Baseball	Baseball Camp
Carter Rockhold	NTE \$600.00	Eagleville	School Funds-Baseball	Baseball Camp
Ryan Winters	NTE \$600.00	Eagleville	School Funds-Baseball	Baseball Camp
Melissa Mears	\$60/hour	Oakland High	School Funds-Choir	Voice Lessons
Thurman Bailey	NTE \$500.00	Riverdale	Riverdale Softball Boosters	Assistant Softball Coach
Jessica Gadue	NTE \$600.00	Riverdale	Riverdale Band Boosters	Band Camp
Jessica Gadue	\$25/lesson	Riverdale	School Funds-Band	Private Lessons
Nicolas Peterson	NTE \$1,500.00	Riverdale	Riverdale Baseball Boosters	Assistant Baseball Coach
Keith Dudek	\$50/service	Rockvale High	School Funds-Band	Percussion Sectionals/Lessons
Christopher Mondak	\$50/service	Rockvale High	School Funds-Band	Jazz Band Sectionals/Lessons
David Skinner	\$50/service	Rockvale High	School Funds-Band	Trumpet Sectionals/Lessons
Katherine Aydelott	\$60/hour	Rockvale High	School Funds-Band	Private Lessons
Emily Church	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Marching Band Instructor – Band Camp/Mini Camp
Evan Clifton	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Private Lessons + Sectionals for Low Brass

Emmett Fernekes	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Rehearsing, Teaching music, Fundamentals, etc.
Nikolai Hmeljak	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Teach visual program and trumpet/brass section
Michael Hamby	NTE \$1,800.00	Smyrna High	School Funds-Band	Band Camp – Color Guard Instruction
David Hobbs	NTE \$500.00	Smyrna High	School Funds-Band	Trumpet Sectionals for Band Camp
Landon Stanley	NTE \$1,500.00	Smyrna High	School Funds-Band	Drumline Tech/Instructor
Ethan Wilson	NTE \$600.00	Smyrna High	School Funds-Band	Percussion Sectionals
Cheryl Brimer *2	Hourly	Stewartsboro	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Marjorie Cameron *2	Hourly	Stewartsboro	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year

**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.

K. 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>
Katherine Aydelott	Siegel High School	Band
Emily Church	Siegel High School	Band
Isaac Dortch	Smyrna High School	Band
Keith Dudek	Blackman Middle School	Band
Keith Dudek	Rockvale High School	Band
Michael Embry	Smyrna High School	Band
Emmett Fernekes	Siegel High School	Band
Jessica Gadue	Riverdale High School	Band
Jessica Gadue	Rockvale Middle School	Band
Michael George	Blackman Middle School	Band
David Hobbs	Smyrna High School	Band
Tonya Lawson	Blackman Middle School	Band
Christopher Mondak	Rockvale High School	Band
Rebecca Murphy	Blackman Middle School	Band
Alex Noriega	Smyrna High School	Band

Wilson Sharpe	Blackman Middle School	Band
David Skinner	Rockvale High School	Band
Landon Stanley	Smyrna High School	Band
Ethan Wilson	Smyrna High School	Band
Rex Davis	Rockvale High School	Band
Rex Davis	Stewarts Creek High School	Band
Lee Johnson	Riverdale High School	Band
Emily Sholar	Smyrna High School	Band
Cora Enzor	Blackman High	Girls Basketball
Steelton Flynn	Blackman High	Cross Country
Jeremy Selvidge	Blackman High	Cross County/Track
Curtis Farmer	Buchanan	Archery
Kasey Gregory	Buchanan	Archery
Natalie Wolfe	Buchanan	Archery
Heather Junkins	Central Magnet	MS Girls Soccer
Mary Catherine Smith	Central Magnet	Volleyball
Igor Zhislin	Central Magnet	Chess
George Achard	LaVergne High	Girls Soccer
Eboni Phillips	LaVergne High	Cheer
Tristan Quadrini	LaVergne High	Girls Soccer
Alexandria Symonette	LaVergne High	Cheer
Sierra Williams	LaVergne High	Volleyball
Kaylee Alford	Oakland Middle	Hip Hop
Reynaldo Hill	Oakland Middle	Football
Travarus Holloway	Oakland Middle	Football
Omar Lyons	Oakland Middle	Boys Basketball
Veronica Brown	Riverdale	Dance
Derek Fuqua	Riverdale High	Football/Track
Derek King	Rockvale Middle	Football
Christopher Williams	Rocky Fork	Football
Cedric Doss	Siegel High	Football/Girls Basketball
Hayli Meeks	Siegel High	Girls Soccer
Anna Renshaw	Siegel High	Volleyball
Scott Smith	Siegel High	Football
Zachary Hudson	Smyrna High	Football
Jennifer Fernandez	Stewarts Creek High	Softball
Bryce Haven	Stewarts Creek High	Football/Wrestling
Scott Helton	Stewarts Creek High	Wrestling
Molly Leonard	Stewarts Creek High	Dance
Austin Moore	Stewarts Creek High	Girls Basketball
Sloan Moore	Stewarts Creek High	Volleyball
Brent Walker	Stewarts Creek High	Cross Country/Track
Darius Brown	Whitworth/Buchanan	Volleyball/Boys-Girls Basketball
William Holliday	Whitworth/Buchanan	Girls Basketball
Harrison, Macari	Central Magnet	Girls Basketball

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

6. INTRODUCTION

Dr. Kelly Chastain - Assistant Superintendent for Curriculum and Instruction

7. VISITORS

8. EVALUATION INSTRUMENT FOR NEW DIRECTOR OF SCHOOLS (TAB 2)

9. TRANSPORTATION

1st Priority List

- | | |
|-----------------------------|------------------------------|
| 1. Sandra Davis | 10. JoAnn Hartsell |
| 2. Brian Neal | 11. Charles Leonard |
| 3. Casey Lee Leonard | 12. Loleta Scott |
| 4. Candi Chase | 13. Sherri Parks |
| 5. Jon Marc Brandon | 14. Elsa Anbissie |
| 6. Carl McKnight | 15. Kimberly Jernigan |
| 7. Janice Jernigan | 16. Nicole Younes |
| 8. Brittany West | 17. Dale Thomas |
| 9. Whitney Powell | |

2nd Priority List

- | | |
|-----------------------------|-------------------------------------|
| 1. Michael Crosslin | 14. Kristy Crosslin |
| 2. Roy W. Dye | 15. Clint Jernigan |
| 3. Alison Brown | 16. Thomas Jernigan |
| 4. Bobby Goode | 17. Melinda Black |
| 5. Holly Lane | 18. Dan Ayers |
| 6. Sallie Brown | 19. Gary Carter |
| 7. Margaret Williams | 20. Clarissa Smith |
| 8. Brandon Lane | 21. Greg Grant |
| 9. Steve Ricketts | 22. Ronnie Hobbs |
| 10. Lisa Adams | 23. Pam Goode |
| 11. Brittany Ford | 24. D & R Transportation |
| 12. Lori Thomas | 25. Tyler Black |
| 13. Kelly Hobbs | |

Pursuant to Policy 3.405 Bus contract award procedures, the new contractor list for the 2022-2023 school year. These two lists (first priority – regular bus drivers who have driven for two full school years, and second priority – those who currently own one or more contracts) are for approval in order to facilitate the awarding of new bus contracts on a timely basis for the beginning of the new school year and thereafter as contracts are turned into the Transportation Department through the year.

Recommended Approval---motion to approve the two priority lists for bus contracts, effective for school year 2022-2023 as presented.

10. 2022-2023 CALENDAR MODIFICATION

Proposal to move back to a 2-hour abbreviated day instead of a full instructional day for the last day before Winter Break. This change would be for December 16th for the 22-23 SY. For payroll purposes, this day would count as a full day for all full time classified and certified staff.

Recommended Approval---motion to the modification of the 22-23 calendar to include the December 16th school day as a 2-hour abbreviated day instead of a full day. For payroll purposes, this day would count as a full day for all full time classified and certified staff as it counts as a full instructional day in our calendar for TDOE as presented.

11. SPECIAL EDUCATION (TAB 3)

A. License Agreement with Lexia

This agreement is to purchase Reading Intervention student licenses and training to address students with disabilities with deficits in reading. The district plans to purchase 750 student licenses with training and support. The cost should not exceed \$65,400.00 to be paid with IDEA Part B Special Education Funds.

Recommended Approval---motion to the purchase of Lexia student licenses and training not to exceed \$65,400.00 to be paid with IDEA Part B Special Education Funds as presented.

B. Contractual Agreement with Special Kids, Inc.

The contract with Special Kids, Inc. is for Special Education related and nursing services. These services will provide speech/language, occupational therapy, physical therapy, and nursing services to Rutherford County School students in Special Kids facilities. Hourly rates for therapy are \$82.50 per hour. Daily rates for nursing services are \$185.00 per day. The total cost not to exceed \$25,000.00 during the 2022-2023 school year and will be paid from GP Special Education funds.

Recommended Approval---motion to the Contractual Agreement with Special Kids, Inc. not to exceed \$25,000.00 during the 2022-2023 school year, will be paid from GP Special Education funds as presented.

C. Special Education Coach Job Description Change

The Special Education Department is requesting an update to the current job title and description. The position currently titled, Special Education Liaison, is recommended to be titled, Special Education Coach, in keeping with the coaching model of other central office supports provided to building level teams.

Recommended Approval---motion to change the current title of Special Education Liaison to Special Education Coach as presented.

12. STELLAR THERAPY SERVICES CONTRACT RENEWAL (TAB 4)

The Stellar contract for the Nursing Medicaid Reimbursement Program in Rutherford County Schools is up for annual renewal. The TennCare billing guidelines for school-based nursing services have been revised and will become effective July 1, 2022. Included in these changes is a requirement that, in order to bill for services, a Nurse Practitioner, Physician’s Assistant or MD must provide “clinical oversight” of the school nurses providing these services for students. Stellar can provide these oversight services, but they have also offered a 5% decrease in their administrative fee (from 20% to 15%) if Rutherford County Schools is able to do so instead. Sarah Winters is in discussions with Dr. Amanda Gammel, the current Medical Director for RCS, to ensure that she is able to do so.

Medically necessary, covered services in the IEP or IHP that are ordered by the PCP or treating provider may be reimbursed. Services that are reimbursable include the following:

- Assessment and treatment of acute and chronic illnesses**
- Blood glucose monitoring and testing**
- Tracheostomy care and suctioning**
- Colostomy care**
- Catherization**
- Administration of oral medication – per tube**
- O2 saturation monitoring (pulmonary and/or cardiac disease)**
- G-Tube feeding**
- Wound care**
- Nebulizer treatment**
- Medication administration for medically fragile students as identified in IEP or IHP**

Since 2/2019, Nursing Services reimbursements have totaled \$27,876, with \$19,566 being the net proceeds for RCS. No services were billed in 2021-2022 due to COVID-19.

Recommended Approval---motion to the renewal of Stellar Therapy Services Contract as presented.

13. HUMAN RESOURCES (TAB 5)

A. Acro Service Corporation

The Human Resource Department would like to utilize the Recruitment Staffing Service awarded to ACRO Service Corporation from the Omnia Contract #16111. Acro will bill a participating public agency a permanent hire services fee equivalent to 16% of the starting annual salary (including guaranteed compensation of any kind, but excluding variable compensation, e.g., performance-based bonuses) at which the applicant recruited by Acro or its associate vendors is hired by the participating public agency. For purposes hereof, annual salary shall be defined as: hourly pay rate x 2080, or weekly pay rate x 52, or monthly pay rate x 12. We will only be charged for their services if or when we hire any applicants that they send to us.

Recommended Approval---motion to the recruitment services of Acro Service Corporation through General Purpose funds for the 2022-2023 school year as presented.

B. Accounting Supervisor Updated Job Description

The Human Resource Department is requesting an updated job description for the Accounting Supervisor position to include revised language including a bachelor's degree in Accounting or Finance with 5 progressive years of governmental accounting experience; of an Associate Degree with at least 20 years of governmental accounting experience with CGFM or CCFO designation.

Recommended Approval--- motion to approve the updated Accounting Supervisor job description with the revised language of bachelor's degree in Accounting or Finance with 5 progressive years of governmental accounting experience; or Associate Degree with at least 20 years of governmental accounting experience with CGFM or CCFO designation preferred as presented.

14. ESL EA SALARY SCHEDULE (For Discussion)

ESL EA's current salary schedule is classified as a Level 2 under the description of General Educational Assistant. It has been requested to review the ESL Educational Assistants skill level considering the unique abilities and differences in duties they perform.

15. REVIEW OF CLASSIFIED PAY SCALE

Recommended Approval--- motion to undertake a review of the Classified Pay Scale and for the Classified Pay Scale to be brought back to the Board for possible action at a future meeting based on any findings and recommendations as presented.

16. INSTRUCTION (TAB 6)

A. EPP Specialist to Rutherford TeachNOW Coordinator

Due to the growth of our Educator Preparatory Program and the requirements from TDOE as an official licensed program, request to transfer one EPP Specialist position to Rutherford TeachNOW coordinator. Currently, the duties of this position split between CTE and Rutherford TeachNOW. This move will align the program as a partner with Rutherford County Schools but also as a separate licensing entity.

Total fiscal impact of estimated cost of \$8,000.00

Recommended Approval---motion to approve the new position of Rutherford TeachNow Coordinator by internal transfer of EPP Specialist position at an estimated cost of \$8,000.00 as presented.

B. Adult High School Lead Teacher

The Adult High School Lead Teacher currently oversees operations of the Rutherford County Adult High School. This program is not connected with the former Rutherford County Adult Education Program. Curriculum and Instruction is requesting to move this lead teacher (12 month) position to that of a specialist to oversee the Adult High School program and to serve as the program specialist for the Rutherford County Online program. This position was formerly a specialist position prior to the 18-19 school year.

Recommended Approval---motion to approve the transfer of Adult High School Lead Teacher to that of a specialist to also oversee the Rutherford County Online program. Total fiscal impact of approximately \$12,000.00 as presented.

C. Rutherford County Proposed Admin Index

As part of the Salary Committee established during the 21-22 SY, all admin indexes were increased with the exception of "Special School". Proposal to increase Special Schools administrative index to 1.25 from 1.20. This is the same rate of pay that the Rutherford County Virtual School was funded the past two years.

Recommended Approval---motion to approve administrative index of Special Schools from 1.20 to 1.25 for a total estimated cost of \$20,000.00 total as presented.

D. Nepotism Policy: Per Policy 1.108

“With the exception of substitute employees, members of an immediate family should not be assigned to the staff in the same school plant (facility) unless some unusual circumstance exists which makes it in the best interest of the educational program as approved by the director of schools, principals, assistant principals or other supervisors are prohibited from having an immediate family member working under their direct supervision. The director of schools may recommend exceptions to this policy; however, all exceptions require prior approval of the Board of Education.”

Recommended Approval---motion to approve exceptions to this policy as recommended by the Director of Schools as presented.

E. Signing Bonus Incentive for Hard to Staff Subject Area

Due to several factors, including salaries of neighboring districts to our North end schools, it is requested to approve a hard to staff incentive of \$4,000 for certified staff at LaVergne Middle and LaVergne High School for the 22-23 SY, as well as additional schools as approved by the Board. This proposed hiring incentive will match the signing bonus stipulations already in place for the 22-23 SY. This proposal will include all certified staff members, current and new, for the 22-23 SY. Incentives earned with this initiative will be in addition to any other staffing incentives already approved.

Recommended Approval---motion to approve a \$4,000 hard to staff hiring incentive for all certified staff members at LaVergne Middle and LaVergne high for the 22-23 SY, as well as additional schools as approved by the Board. Funds for the staffing incentive would be first utilized with funding from open teaching positions at LMS/LHS as presented.

F. CERTICA (CASE) Assessment

Curriculum and Instruction is requesting to use the Certica (CASE) benchmark assessment for the 22-23 SY. RCS will administer the benchmark assessments in two windows (Fall and early Spring). Additionally, Mastery Connect and Grade Cam are part of the assessment package for use by all RCS educators for data tracking and formative assessment creation. This will be the 3rd year of utilizing the assessment. The total cost is \$751,050.00 and is part of the general-purpose budget for the 22-23 SY. The increase in cost from 21-22 is due to increased enrollment and the addition of 1st grade to the assessment platform.

Recommended Approval---motion to approve the purchase of Certica (CASE) assessment platform for the 22-23 SY as presented.

G. School Counseling

The Instruction Department is requesting to purchase a district-wide curriculum for bullying prevention and child abuse prevention to comply with TCA 49-6-4503 2(a) and Erin's Law, Public Chapter 623. The K-5 curriculum, Second Step, is provided by Committee for Children and is listed by the TDOE as one of the suggested curricula choices. The material is age appropriate and will be delivered by School Counselors, as appropriate.

Recommended Approval ---- motion to approve the one-time purchase of Second Step for bullying prevention and child abuse prevention for the 22-23 school year at a cost of \$56,901.60 as presented.

H. ELA Assessment Alignment Project

Thirty selected K-5 Teachers/Coaches, 5 per grade level, will work to align and create assessments to be used with EL Modules. The teachers will participate in PD provided by RCS Elementary ELA Specialists to ensure work keeps to the integrity of the curriculum and standards. Teachers will analyze standards, question stems, and question types to assist them in creating TNReady-like assessments for all Modules that provide teachers with aligned data to guide instruction to improve student achievement. Teachers will be paid a stipend of \$50.00 per hour for a total of 18 hours, 9 per semester for a total not exceeding \$35,000.00.

Recommended Approval ---- motion to approve ELA Assessment Alignment Project which will include a teacher stipend of \$50.00 per hour for a total of 18 hours, 9 hr. per semester not exceeding \$35,000.00 as presented.

I. Hard to Staff Incentive for Retirees

Due to the lack of applicants for certified positions, request to approve a hard to staff incentive for Retirees of \$5,000 for the 22-23 SY. To qualify, retirees would need to teach at either LaVergne High School or LaVergne Middle School (pending Board approval of prior item) or teach in an already established hard to staff certification area. Funds for hard to staff incentive for retirees would be first utilized with funding from open teaching positions.

Recommended Approval ---- motion to approve hard to staff incentive for retirees for the 22-23 SY as presented.

J. Extended Contract for High School Teachers

Due to lack of certified applicants in several areas, and Tennessee Department of Education stipulations required for teaching certain courses, this proposal establishes an extended contract for a current teacher to serve as the official teacher of record as described in the contract. The educator would still be guaranteed a planning period at the conclusion (extended contract) of the day due to the requirements of TCA.

Recommended Approval ---- motion to approve an extended contract option for unfilled teaching positions for the 22-23 SY. Funds for extended contract would be first utilized with funding from open teaching positions as presented.

K. CTE Curriculum Team Leads

The Curriculum & Instruction CTE Department would like to allocate approximately \$15,000.00 of Perkins 2022-2023 funds to support the CTE Curriculum Team Leads for our High School CTE Career Clusters. The purpose of the CTE Curriculum Team Lead would be to help develop the instructional capacity of teachers, industry partners, and students within our county. The Leads would be responsible for conducting in-person/virtual meetings for Career Cluster PLC’s and Advisory Council Meetings. The allocations are: Each participant receives a \$500.00 stipend for conducting Professional Development sessions and the Advisory Council Meetings through the PLC framework by CTE Career Clusters.

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

. CTE Curriculum Team Leads		
Career Cluster	CTE Team Lead	School
Advanced Manufacturing	Lenny Ciletti	Oakland High School
Agricultural, Food, & Natural Resources	Emily Marshall	Eagleville High School
Architecture & Construction	Carrie Ott	Smyrna High School
Arts, Audio/Visual Technology, & Communications	Steve Picklesimer	Smyrna High School
Arts, Audio/Visual Technology, & Communications	Chris Bissinger	Stewarts Creek High School
Business Management & Administration/Finance	Stacie Anderson	Siegel High School
Business Management & Administration/Finance	Sherri Rogers	Oakland High School
Business Management & Administration/Finance	Jennifer Vining	Rockvale High School
Business Management & Administration/Computer Apps	Joey Reed	Eagleville High School
Education & Training	Brandy Finley	Smyrna High School
Health Science	Courtney Pruitt	Smyrna High School
Hospitality & Tourism	Frank Pinnix	Blackman High School
Human Services	Kelly Russell	Oakland High School
Human Services	TBD	TBD

Information Technology	Frank Cathey	LaVergne High School
Law, Public Safety, Corrections, & Security	Cora Proctor	Siegel High School
Law, Public Safety, Corrections, & Security	Daniel Parkhurst	Blackman High School
Marketing, Distribution & Logistics	Emily Gulledge	Siegel High School
Transportation	Bryan Staats	Riverdale High School
STEM	Mac Jones	Blackman High School

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

17. LEGAL (TAB 7)

Policy Adoption – Second Readings

The below policies are recommended on the second and final reading.

- a. **Policy 1.104: Memberships**
Strikes language to remove membership from the Southern Region School Boards Association and National School Boards Association and replaces with language that district will be an affiliate member of any national associations of which TSBA is a member.
- b. **Policy 1.105: School Board Legislative Involvement**
Strikes language to remove membership from NSBA.
- c. **Policy 1.204: Board Member Development Opportunities**
Strikes language to remove NSBA and replaces with language that district will be member of other national school boards associations through TSBA.
- d. **Policy 1.407: School District Records**
Updates name and contact information for current staff attorney
- e. **Policy 2.200: Annual Operating Budget**
Adds language to comply with T.C.A. 49-3-316 (a)(2)
- f. **Policy 2.802: Payroll Procedures**
Adds language for exceptions to no advance payments of salary to reflect current district practice.
- g. **Policy 2.805: Purchasing**
Adds clarification to purchasing and bids.

- h. Policy 3.4031: Car Accidents on School Property (new)**
Adds policy to clarify process when car accidents occur on school property.
- i. Policy 5.802: Qualifications and Duties of the Director of Schools**
Adds language to state that doctorate degree is preferred.
- j. Policy 6.202: Homeschool**
Adds clarity for participation of home school students' participation in fine arts programs.
- k. Policy 6.405: Medicines**
Adds language to allow parent/guardian or the parent's adult designee to deliver a student's medication to the principal.

Recommended Approval--- motion approve the above policies on the second and final reading as presented.

18. FINANCIAL MATTERS (TAB 8)

State of Tennessee Retire Ready Program

In September of 2008, the Rutherford County BOE approved VALIC/AIG as the only defined contribution retirement plan vendor that Rutherford County Schools would allow employees to have payroll deductions for. In June 2022, a comparison study of the VALIC plans vs the State of Tennessee Retire Ready Program 401K program revealed that the State defined contribution plans had dramatically lower average administrative fees for plan participants than the VALIC plans offered.

It is now requested that the Rutherford County Board of Education recognize the State of Tennessee Retire Ready Program 401K and 457B plans as the active defined contribution plan vendor for RCS employees to receive ongoing contributions and, if applicable, exchange and transfers under the plan. VALIC/AIG plans will remain as an RCS vendor authorized only to receive exchange or transfers under the plan. This change will take effect August 1, 2022.

Recommended Approval---motion to approve to recognize the State of Tennessee, Retire Ready Program 401K and 457B plans as the only active defined contribution plan vendor for RCS employees to receive ongoing contributions and, if applicable, exchange and transfers under the plan. VALIC/AIG plans will remain as an RCS vendor authorized only to receive exchange or transfers under the plan. Change to take effect August 1, 2022 as presented.

19. LAND ACQUISITION FOR BUILDING PROGRAM

The Board has previously recognized a need for land for new schools in the Blackman, Stewart's Creek, Smyrna and LaVergne areas. This agenda item is being presented for the Board to receive any updates from staff as to any prospective land that might be purchased, any recommendations for land acquisition, and/or additional steps that can be undertaken to locate land that can be acquired in these rapidly growing areas.

Upon discussion during the Board Work Session on Tuesday July 5, 2022, it is the Boards request to begin negotiation on the Blackman Property and also to contact the City on a possible purchase of a portion of the Highway 96 Property.

Recommended Approval---motion to approve Engineering and Construction and Board Attorney, Jeff Reed to begin negotiation with the Blackman area owner at \$80,000.00 per acre plus house appraisal value. This authorization includes typical land exploration, survey and testing to determine viability and contact with Murfreesboro Water and Sewer to verify sewer accessibility. This motion also authorizes the same to contact the City on the Highway 96 Property to determine interest as presented.

20. INSURANCE UPDATE

21. DIRECTORS UPDATE

22. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

23. FEDERAL RELATIONS NETWORK (FRN) UPDATE

24. GENERAL DISCUSSION

25. ADJOURNMENT

RUTHERFORD COUNTY BOARD OF EDUCATION
2240 Southpark Drive
Murfreesboro, TN 37128

Minutes of June 16, 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

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 Doug Bodary.

3. MOMENT OF SILENCE

A Moment of Silence was observed.

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 25, 2022 Policy Committee Meeting**
 - May 24, 2022 Joint Health & Education, Budget, School Board Meeting**
 - May 26, 2022 Board Meeting**
 - May 27, 2022 Special Called Board Meeting**
 - June 1, 2022 Policy Committee Meeting**

- B. Community Use of Facilities**

- C. Title I Contract: Extended Contracts at Kittrell Elementary School**

- D. Transportation: Request for voluntary termination of contract Bus #254**

- E. Routine Bids: RFP #22-03 – Banking Services for School Nutrition**
 - RFP #22-04 – Speech/Language Therapy Services**
 - Bid #3600 – Air Filters**
 - Bid #3601 – Elevator Maintenance and Phone Monitoring**
 - Bid #3602 – Dumpsters**
 - Bid #3603 – Custodial Supplies and Equipment**
 - Bid #3604 – Toilet Partitions**
 - Bid #3605 – Track Resurfacing and Restriping**
 - Bid #3606 – Renovation Projects: Constructing Walls (RCBOE and RHS)**
 - Bid #3607 – Mini Split Units (OHS)**

For your information:

Per TCA 49-6-2007 RCS would like to utilize DWC-IT (Duane Whitworth & Co., Inc.) for obsolete Dell Latitude 3180 laptop computers. The company has offered us \$90,000.00. RCS will use the funds generated to purchase new computers.

Request to Purchase:

LaVergne High School would like to purchase a used Toro 3500 D Sidewinder, 60” Deck with 1-year warranty and 1,437 hours from Stillman Equipment at the cost of \$6,500.00. This is the overall lowest bid from the quotes that were received.

To be funded through LaVergne High School.

Request to Purchase:

The following companies are recommended for yearly renewals for the 2022-2023 school year for Curriculum and Instruction:

Nearpod - \$198,281.72

Padlet - \$8,800.00

Imagine Learning (Edgenuity) - \$145,500.00

Imagine Learning (Edgenuity for Rutherford County Juvenile Detention Ctr.) - \$21,000.00

MobyMax - \$33,988.00

PlayPosit - \$37,000.00

BrainPOP K-8 - \$50,418.00

Follett Destiny Library Management System - \$83,640.55

Zoom Video Conferencing - \$51,249.00

All to be funded through General Purpose Funding

F. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Debra Burton	NTE \$4,000.00	Blackman High School	BHS Band Boosters	Drill Writer
Thomas Chestnut	NTE \$500.00	Blackman High School	BHS Band Boosters	Band Camp Staff
David England	NTE \$8,000.00	Blackman High School	BHS Band Boosters	Band Camp Staff + Percussion Instruction
John Mears	NTE \$6,000.00	Blackman High School	BHS Band Boosters	Music Arranging
Allison Kenne	NTE \$1,800.00	Blackman Middle School	School Funds- Basketball Cheerleading	Assistant Basketball Cheer Coach
John Pierce	NTE \$5,000.00	Blackman Middle School	School Funds- Football, Baseball, Softball, Soccer, +Gen Athletics	Mowing, weed eating, fertilizing, trash pickup, and other field maintenance

Jennifer Polston	NTE \$1,800.00	Blackman Middle School	School Funds-Football Cheerleading	Assistant Football Cheerleading Coach
Sedonia Thompson	NTE \$1,800.00	Blackman Middle School	School Funds-Girls Basketball	Assistant Girls Basketball Coach
Ray Bennett *6	NTE \$5,000.00	Central Magnet	Various School Accounts	Bus Driver
Jason Patterson *6	NTE \$5,000.00	Central Magnet	Various School Accounts	Bus Driver
Jeremy Stansbury *6	NTE \$5,000.00	Central Magnet	Various School Accounts	Bus Driver
Jay Windham *6	NTE \$5,000.00	Central Magnet	Various School Accounts	Bus Driver
Doug Worsley *6	NTE \$5,000.00	Central Magnet	Various School Accounts	Bus Driver
Phillip Kigaita *3	NTE \$400.00	Eagleville	School Funds-Band	Band Camp
Andrew Chunn	NTE \$7,500.00	Oakland High	School Funds + Oakland HS Band Boosters	Percussion Instruction
Pamela Mould	NTE \$1,000.00	Oakland Middle	School Funds-Theater	Backstage Director
Francis Spintzyk	NTE \$2,000.00	Oakland Middle	School Funds-Theater	Theater Director
Francis Spintzyk	\$23.50/hour	Oakland Middle	Outside Groups	Facilities Use 2022-2023
Matthew Crossley	NTE \$1,200.00	Riverdale	School Funds-Band	Band Camp Instruction, Marching + Music Arrangement
Amanda Jones	NTE \$8,500.00	Riverdale	School Funds-Band	Band Camp Instruction, Marching Season Instruction, Choreography + Flag Design
Emily Swafford	NTE \$700.00	Riverdale	School Funds-Band	Band Camp Marching + Music Instruction
Seth White	NTE \$1,300.00	Riverdale	School Funds-Boys Soccer	Summer Lifting – 2021
Christopher Lowry	NTE \$5,000.00	Rockvale High	School Funds-Band	Marching Band Drill + Percussion Music
Joshua Carroll	NTE \$500.00	Siegel High	School Funds-Cross Country	Summer Camp
Shawn Middleton	NTE \$3,500.00	Siegel High	School Funds-Softball	Field Maintenance, weed eating, grass mowing, and lining field
Cora Proctor	NTE \$500.00	Siegel High	School Funds-Cross Country	Summer Camp
Corey Stockwell	NTE \$700.00	Siegel High	School Funds-Track + Field	Concessions Management

Dean Kevin Wright *1	NTE \$410.00	Siegel High	School Funds-Softball	Softball Announcer
Mark Williams	NTE \$750.00	Smyrna High	School Funds-Softball	Summer Field Maintenance
Cher Carlisle	NTE \$900.00	Smyrna High	Use of Facilities-Carpe Artista	Building Supervisor for Arts Academy Camp
Erica Coronado *5	NTE \$300.00	Smyrna High	Use of Facilities-Carpe Artista	Building Supervisor for Arts Academy Camp
Justin Morton	NTE \$2,000.00	Smyrna Middle	General Purpose School Funds	Field Maintenance
Debra Burton	NTE \$5,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Band Camp – (Marching) + Winter (Concert)
Michael Chester	NTE \$5,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Band Camp – (Marching) + Winter (Concert)
William Coleman Jr	NTE \$1,000.00	Stewarts Creek High	School Funds-Football	Field Maintenance
Seth Gregory	NTE \$2,000.00	Stewarts Creek High	School Funds-Choir	Choral Clinician
Brittany Jerrell	NTE \$5,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Band Camp – (Marching) + Winter (Concert)
Andrew Lynn	NTE \$5,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Band Camp – (Marching) + Winter (Concert)
Nicolette Lyons	NTE \$5,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Band Camp – (Marching) + Winter (Concert)
Allison Mader	NTE \$8,000.00	Stewarts Creek High	School Funds-Band + SCH Music Boosters	Color Guard Instruction
Nicholas Mullins	NTE \$2,000.00	Stewarts Creek High	School Funds-Choir	Choral Clinician
Lorna Pyka	NTE \$2,000.00	Stewarts Creek High	School Funds-Choir	Choral Clinician
Vic Birkey	NTE \$500.00	Stewarts Creek Middle	School Funds-Softball	Assistant Softball Coach
Any Brawley	NTE \$500.00	Stewarts Creek Middle	School Funds-Softball	Assistant Softball Coach
Makenzie Prince	NTE \$500.00	Stewarts Creek Middle	School Funds-Softball	Assistant Softball Coach
Tyler Bouttavong	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Robert Chandler	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Staff

Julie Davila	NTE \$500.00	Blackman High	BHS Band Boosters	Percussion Instruction
Keith Dudek	NTE \$500.00	Blackman High	BHS Band Boosters	Percussion Instruction
William Elliott	NTE \$4,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Private Lessons
Michael George	NTE \$8,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Private Lessons
Tim Hale *3	NTE \$250.00	Blackman High	BHS Band Boosters	Percussion Instruction
Gregory Lawson	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Tonya Lawson	NTE \$4,000.00	Blackman High	BHS Band Boosters	Private Lessons
Rebecca Murphy	NTE \$2,000.00	Blackman High	BHS Band Boosters	Band Camp Staff + Private Lessons
Jovan Quallo	NTE \$6,000.00	Blackman High	BHS Band Boosters	Private Lessons
Kelsey Rogers	NTE \$5,000.00	Blackman High	BHS Band Boosters	Color Guard Instruction
Holly Smith	NTE \$500.00	Blackman High	BHS Band Boosters	Band Camp Staff
Wilson Sharpe	NTE \$2,000.00	Blackman High	BHS Band Boosters	Private Lessons
James Simmons	NTE \$500.00	Blackman High	BHS Band Boosters	Jazz Instruction
Igor Zhislin *4	NTE \$1,250.00	Central Magnet	School Funds-Chess	Chess Instructor (Total approved will now be \$10,250)
Alayna Hurst	NTE \$1,200.00	Eagleville	School Funds-Band	Assistant Color Guard Coach
Rosa Palacios	NTE \$1,800.00	Eagleville	School Funds-Band	Visual design, choreographing, and training students
Gretchen Thompson	NTE \$1,800.00	Eagleville	School Funds-Volleyball	Assistant Volleyball Coach for the 2021/2022 season
Jackson Ayers	NTE \$3,000.00	Oakland High	School Funds-Band + OHS Band Boosters	Percussion Staff
Jack Bounds	NTE \$3,000.00	Oakland High	School Funds-Band + OHS Band Boosters	Percussion Staff
Jacob Breed	NTE \$3,000.00	Oakland High	School Funds-Band + OHS Band Boosters	Color Guard Staff
Charlotte Daugherty	NTE \$5,000.00	Oakland High	School Funds-Band + OHS Band Boosters	Percussion Staff

Michael George	\$25/lesson	Oakland High	OHS Band Boosters	Private Lessons
Tim Hale	\$25/lesson	Oakland High	OHS Band Boosters	Private Percussion Lessons
Melissa Mears	\$60/lesson	Oakland High	School Funds-Choir	Voice Lessons
Daniel Percell	NTE \$5,000.00	Oakland High	School Funds-Band + OHS Band Boosters	Color Guard Instructor
Tonya Lawson	\$30/lesson	Oakland High	School Funds-Band	Private Lessons
Jared Quillosa	NTE \$2,500.00	Oakland High	School Funds-Band	Staff – Front Ensemble Instructor
Michael George	\$25/lesson	Oakland Middle	School Funds-Band	Private Lessons
Tim Hale	\$25/lesson	Oakland Middle	School Funds-Band	Private Lessons
Tonya Lawson	\$30/lesson	Oakland Middle	School Funds-Band	Private Lessons
Wilson Sharpe	\$20/lesson	Oakland Middle	School Funds-Band	Private Lessons
Karl Wingruber	\$90/month	Oakland Middle	School Funds-Band	Private Lessons
Benjamin Bjork	NTE \$600.00	Riverdale	RHS Band Boosters	Band Camp Instruction
Benjamin Bjork	\$25/lesson	Riverdale	School Funds-Band	Woodwind Lessons
Michael George	NTE \$600.00	Riverdale	RHS Band Boosters	Band Camp Instruction
Michael George	\$25/lesson	Riverdale	School Funds-Band	Brass lessons
Tim Hale	\$25/lesson	Riverdale	School Funds - Band	Percussion Lessons
Nathaniel O’Neal	NTE \$2,000.00	Riverdale	RHS Band Boosters	Band Camp + Marching Season Staff
Karl Wingruber	NTE \$1,200.00	Riverdale	RHS Band Boosters	Jazz Band Rehearsals + Arrangements
Karl Wingruber	\$20/lesson	Riverdale	School Funds-Band	Woodwind Lessons
Jessica Dunnivant	NTE \$5,000.00	Rock Springs Middle	School Funds-Band	Private/Group Flute Instruction
Keith Dudek	NTE \$5,000.00	Rock Springs Middle	School Funds-Band	Musical Instrument clinics/Private Lessons
Michael George	\$25/lesson	Rock Springs Middle	School Funds-Band	Private Lessons + Small Groups
Tonya Lawson	\$30/lesson	Rock Springs Middle	School Funds-Band	Private Lessons

Tim Hale	Up to \$50/service	Rockvale High	School Funds-Band	Private Lessons/Band Camp
Sheridan Hitchcock	Up to \$50/service	Rockvale High	School Funds-Band	Jazz/Saxophone lessons + sectionals
Emily Laboda	Up to \$50/service	Rockvale High	School Funds-Band	Saxophone Lessons/Band Camp
Rebecca Lowry	Up to \$50/service	Rockvale High	School Funds-Band	Brass Lessons
Rebecca Murphy	Up to \$50/service	Rockvale High	School Funds-Band	Flute Lessons/Band Camp
Jennifer Zimmerer	Up to \$50/service	Rockvale High	School Funds-Band	Clarinet Lessons/Band Camp
Tim Hale	\$25/lesson	Rockvale Middle	School Funds-Band	Private Percussion Lessons
Rebecca Murphy	\$20/lesson	Rockvale Middle	School Funds-Band	Private Flute Lessons
Jennifer Zimmerer	\$20/lesson	Rockvale Middle	School Funds-Band	Clarinet Lessons
Katherine Aydelott	\$25/lesson	Rocky Fork Middle	School Funds-Band	Private Bassoon Lessons
Jessica Dunnivant	\$25/lesson	Rocky Fork Middle	School Funds-Band	Private/Group Flute Lessons
Jennifer Zimmerer	\$25/lesson	Rocky Fork Middle	School Funds-Band	Private Lessons
Mary Braschler	NTE \$5,000.00	Siegel High	School Funds-Choir	Piano Accompaniment
Darryl Deason	NTE \$2,500.00	Siegel High	School Funds-Choir	Stage Direction (Musical)
Brittany Griffen	NTE \$7,500.00	Siegel High	School Funds-Choir	Choreography = Fall + Spring Shows
Abigail Lane	NTE \$5,000.00	Siegel High	Siegel HS Band Boosters	Clarinet Band Camp Tech
Kasey McCormick-Melberg	\$4,000/monthly	Siegel High	School Funds-Choir-Voice Lessons	Private Voice Instruction

Donna Shearron	\$3,000/monthly	Siegel High	School Funds- Choir-Voice Lessons	Private Voice Instruction
Jennifer Zimmerer	\$30/hour	Siegel High	Siegel HS Band Boosters	Private Lessons
Elizabeth Bullen	\$8,000.00	Stewarts Creek High	School Funds- Band + SCH Music Boosters	Color Guard Instruction
Thomas Curtis	NTE \$2,500.00	Stewarts Creek High	School Funds- Football	Field Maintenance
Keith Dudek	NTE \$8,000.00	Stewarts Creek High	School Funds- Band + SCH Music Boosters	Percussion Instruction
Benjamin Easley	NTE \$8,000.00	Stewarts Creek High	School Funds- Band + SCH Music Boosters	Marching Band Music Arrangements (Score and Parts)
Stephanie Jones	\$30/full class, \$20/half class	Stewarts Creek High	School Funds- Choir	Voice Coach
Kristine Smith	\$30/full class,\$20/half class	Stewarts Creek High	School Funds- Choir	Voice Coach
Keith Dudek	\$25/lesson	Stewarts Creek Middle	SCM Music Boosters	Percussion Lessons
Jessica Dunnivant	\$25/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual Flute Lessons
Stephen Morgan	\$25/lesson	Stewarts Creek Middle	SCM Music Boosters	Private Trumpet Lessons
Jovan Quallo	\$25/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual Saxophone Lessons
Garen Webb	\$25/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual Low Brass Lessons
Jennifer Zimmerer	\$25/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual Clarinet Lessons
Wilson Sharpe	\$20/lesson	Thurman Francis	School Funds- Band	Lessons
Kin Bly *2	Hourly	Barfield	Use of Facilities- Church of God Assembly	Building Supervisor/Custodian for church services

Delana Easley *2	Hourly	Stewarts Creek High	School Funds-Choir	Choral Clinician
Carlos Webb *2	Hourly	Smyrna High	Use of Facilities-Carpe Artista	Custodian for Arts Academy Camp

**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>
Jackson Ayers	Oakland High School	Band
Benjamin Bjork	Riverdale High School	Band
Jack Bounds	Oakland High School	Band
Charlotte Daugherty	Oakland High School	Band
Darryl Deason	Siegel High School	Choir
Keith Dudek	Rock Springs Middle School	Band
Keith Dudek	Stewarts Creek Middle School	Band
Jessica Dunnivant	Rock Springs Middle School	Band
Jessica Dunnivant	Stewarts Creek Middle School	Band
Michael George	Oakland High School	Band
Michael George	Oakland Middle School	Band
Michael George	Riverdale High School	Band
Michael George	Rock Springs Middle School	Band
Brittany Griffin	Siegel High School	Choir
Tim Hale	Oakland High School	Band
Tim Hale	Oakland Middle School	Band
Tim Hale	Riverdale High School	Band
Tim Hale	Rockvale High School	Band
Tim Hale	Rockvale Middle School	Band
Sheridan Hitchcock	Rockvale High School	Band
Alayna Hurst	Eagleville School	Band
Abigail Lane	Siegel High School	Band
Tonya Lawson	Oakland High School	Band
Tonya Lawson	Oakland Middle School	Band
Tonya Lawson	Rock Springs Middle School	Band
Emily Loboda	Rockvale High School	Band

Rebecca Lowry	Rockvale High School	Band
Kasey McCormick-Melberg	Siegel High School	Choir
Melissa Meares	Oakland High School	Choir
Stephen Mark Morgan	Stewarts Creek Middle School	Band
Rebecca Murphy	Rockvale High School	Band
Rebecca Murphy	Rockvale Middle School	Band
Nathaniel O'Neal	Riverdale High School	Band
Rosa Palacios	Eagleville School	Band
Daniel Percell	Oakland High School	Band
Jovan Quallo	Stewarts Creek Middle School	Band
Jared Quilloso	Oakland High School	Band
Wilson Sharpe	Oakland Middle School	Band
Wilson Sharpe	Thurman Francis Arts Academy	Band
Donna Shearron	Siegel High School	Choir
Nicholas Sipe	Rockvale High School	Band
Garen Webb	Stewarts Creek Middle School	Band
Karl Wingruber	Oakland Middle School	Band
Karl Wingruber	Riverdale High School	Band
Jennifer Zimmerer	Rockvale High School	Band
Jennifer Zimmerer	Rockvale Middle School	Band
Jennifer Zimmerer	Siegel High School	Band
Jennifer Zimmerer	Stewarts Creek Middle School	Band
Jacob Breed	Oakland High School	Band
Elizabeth Bullen	Stewarts Creek High School	Band
Keith Dudek	Stewarts Creek High School	Band
Troy Steffy	Blackman Middle	Wrestling
Austin Suttles	Blackman Middle	Tennis
Chris Magill	Central Magnet	Cross Country/Track
Jill Speight	Central Magnet	Tennis
Cedric Thompson	Christiana	Football/Boys Basketball/Track
Chip Pinion	Eagleville	MS Girls Basketball
Kenny Smith	Eagleville	Football
Gretchen Thompson	Eagleville	Volleyball
Jordon Williamson	Eagleville	Football/Baseball
Marquez Bailey	LaVergne High	Football
Shacobia Barbee	Riverdale High	Girls Basketball
Trevor Beverly	Riverdale High	Wrestling
Jaylan Hughes	Riverdale High	Wrestling
Adrian Keeley	Riverdale High	Wrestling
Torent Miller	Riverdale High	Boys Basketball
Nick Peterson	Riverdale High	Football/Baseball
Jazmyn Shanklin	Riverdale High	Dance
Amanda Whittington	Riverdale High	Girls Basketball
William Holliday	Rockvale High	Football/Track
Lance Pawlowski	Rockvale High	Football
Jaffarious Wade	Rockvale High	Girls Basketball

Ruben Fletcher	Rockvale Middle	Football/Track
Terri Frazier	Rockvale Middle	Girls Basketball
Gerald Griffin	Rockvale Middle	Football/Track
Barry Jones	Rockvale Middle	Softball
Kevin McNulty	Rockvale Middle	Tennis
Tyrone Sanders	Rocky Fork Middle	Football
Montaveion Dockery	Siegel Middle	Football/Basketball/Track
Jaylen Johnson	Smyrna High	Boys Basketball
Robert Kucker	Smyrna High	Girls/Boys Soccer
Kyle Mooney	Smyrna High	Baseball
Jason Tigg	Smyrna High	Football
Zachary Tolliver	Smyrna High	Football/Track
Mike Allen	Smyrna Middle	Football
Mike Allen	Smyrna Middle	Football
Jamonn Brady	Smyrna Middle	Boys/Girls Soccer
Sydney Moore	Stewarts Creek High	Volleyball
Dylan Woosley	Stewarts Creek High	Girls Soccer
Darius Brown	Whitworth Buchanan	Volleyball
Sara Carmichael	Whitworth Buchanan	Archery
John Lewis	Whitworth Buchanan	Football
Reginald White	Whitworth Buchanan	Football
Bruce Thweatt	Riverdale High	Volleyball/Tennis

***Note:** These non-faculty volunteer coaches were previously approved for the 2022-2023 school year and should have been approved for the 2021-22 school year.

The following list of non-faculty volunteer coaches are for the 2021-22 school year:

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

Dakota LaBlanc	Siegel High School	Boys Basketball
Allison Lillis	Oakland High School	Cheer
Jaden Lasley	Siegel Middle	Baseball
Haneef Sharif	Rockvale Middle	Track
Madison Vanderhorst	Rockvale Middle	Softball
Abigayle Ochs	Siegel Middle	Softball
Kyle Mooney	Smyrna High	Baseball
Lenny Lozano	Thurman Francis	Archery
Marcus Summers	Eagleville	MS Softball
Jaqueline Santander	Oakland High	Archery
Billy Smith	Oakland Middle	Archery
Paul Watson	Central Magnet	HS Boys Soccer
Seth Henson	Oakland Middle	Baseball
Eli Wellman	Siegel High	Boys Soccer
Jason Veal	Rockvale Middle	Archery
Michael Bivins	Siegel High	Boys Soccer
Nicholas Newby	Siegel High	Boys Soccer
Brian Eady	Eagleville Middle	Baseball
Shelbie Mireles	Rockvale High	Softball
Jerry Gardner	Eagleville	MS Softball
Tim Denney	Central Magnet	Softball
Chris Erwin	Rocky Fork Middle	Baseball
Demondre Ogletton	Oakland Middle	Cheer
Andrew Reed	Thurman Francis	Baseball
Benjamin Jones	Central Magnet	MS Boys Soccer
Joseph Clagg	Central Magnet	MS Boys Soccer
Katy Cherry	Blackman High	Softball
Jessica Knepper	Rockvale High	Softball
Nicholas Peterson	Riverdale	Baseball
Tony Molina	Blackman High	Football
Thurman Bailey	Riverdale	Softball
Malik Reynolds	Stewarts Creek High	Football
Kevin Gregory	Blackman High	Football

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

Vote: All yes

Motion passes.

6. VISITORS

7. EVALUATION INSTRUMENT FOR NEW DIRECTOR OF SCHOOLS

Board Chair, Tiffany Johnson spoke on the preparation of an evaluation instrument for the new Director of Schools. Mrs. Bratton suggested to table this item until the next meeting in July to allow the Board more time to review it. All members of the Board were agreeable to this request.

8. HUMAN RESOURCES

Service Agreement Between Rutherford County Schools and Proximity Learning Inc.

2022-23 Pilot Program at LaVergne High School and LaVergne Middle School utilizing 100% live instruction through Proximity Learning for hard to fill teaching positions. Proximity Learning (owned by our ESS substitute vendor) provides a virtual teaching option with live instruction daily. LaVergne High will receive the following teachers: 3 Math, 3 English, 2 ESL and 1 Spanish. LaVergne Middle will receive the following teachers: 2 Math and 1 ESL. The contract of \$766,798.92 covers this service for a one-year term. The phone support fee in the contract has been waived. This item is in the budget for the 2022-2023 school year.

Dr. Sullivan suggested to table this item until the July 7th Board meeting for more time to obtain recruiting strategies and gather information.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to table this item for further information and bring back before the Board at the July 7th meeting as presented.

Vote: All yes.

Motion passes.

9. APPROVAL OF THE CARL D. PERKINS CAREER AND TECHNICAL EDUCATION ACT

The Carl D. Perkins Basic Grant – The Carl D. Perkins Career and Technical Education Act of 2018 known as the Perkins V is presented for approval for the funding period of July 1, 2022 – June 30, 2023. The grant is for \$637,971.97. The Carl D. Perkins Basic Grant provides funding for program improvement, travel, and staff development for our Career & Technical Education teachers.

Motion made by Mr. Holden, seconded by Ms. Sharp, to approve the Carl D. Perkins Basic Grant for \$637,971.97 to provide funding for program improvement, equipment, travel, and staff development for our Career & Technical Education teachers as presented.

10. ESL

1. Professional Development Training Stipends

The ESL Department will be offering two days of training on strategies and best practices for 12 high school teachers on July 27-28. The teachers will receive a stipend of \$50/hr. for a total of 10 hours. The stipends will be paid for with Title III funds.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the Title III funded stipend payments for training days as presented.

Vote: All yes.

Motion passes.

2. Purchase of Learning A-Z Licenses

The ESL Department is seeking approval to purchase RAZ Plus and RAZ Plus Connected Classroom licenses from Learning A-Z for our English language learners. These programs are designed to facilitate both language and literacy at all levels of proficiency. The total cost is \$33,858.00 and will be paid for with Title III funds.

Motion made by Mr. Young, seconded by Mr. Estes, to approve the purchase of licenses from Learning A-Z for the ESL Department as presented.

Vote: All yes.

Motion passes.

11. FINE ARTS

1. Smart Music - Music Learning and Assessment System

The Instruction Department is requesting to purchase SmartMusic platform access from MakeMusic for all instrumental music teachers and students enrolled in middle and high school instrumental music courses for the 22-23 school year. This purchase will be a renewal of our existing subscription and will continue to ensure access to the program for all instrumental music students.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve the purchase of SmartMusic for instrumental music programs for the 22-23 school year at a cost of \$38,173.55 as presented.

Vote: All yes.

Motion passes.

2. QuaverMusic – Elementary Music Curriculum

The Instruction Department is requesting to purchase the QuaverMusic program from QuaverEd for all RCS elementary schools for the 22-23 school year. This is the districts currently adopted elementary music curriculum. Continued access for all schools will ensure quality curriculum alignment throughout the district.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the purchase of Quaver Music for elementary music programs for the 22-23 school year at a cost of \$42,120.00 as presented.

Vote: All yes.

Motion passes.

3. Art of Education – Visual Art Resources

The Instruction Department is requesting to purchase subscriptions for the Curriculum Suite from The Art of Education University for all Visual Art teachers for the 22-23 school year. Each subscription provides the teacher with access to customizable instructional resources aligned to the TN Visual Arts standards and content-specific professional development. This purchase will be a renewal of our existing subscription.

Motion made by Ms. Sharp, seconded by Mr. Holden, to approve the purchase of Art of Education Curriculum Suite for all Visual Art teachers for the 22-23 school year at a cost of \$54,677.00 as presented.

Vote: All yes.

Motion passes.

4. Drama Teacher Academy – Theater Resources

The Instruction Department is requesting to purchase Drama Teacher Academy access for all full-time middle and high school Theater teachers for the 22-23 school year. This access includes standards-aligned instructional resources and professional development for Theater instructors. This purchase will be a renewal of our existing subscription.

Motion made by Mrs. Maxwell, seconded by Mr. Holden, to approve the purchase of Drama Teacher Academy from Theaterfolk Ltd. for teachers of curricular Theater programs for the 22-23 school year at a cost of \$8,436.00 as presented.

Vote: All yes.

Motion passes.

5. Crea Movement Dance Resources

The Instruction Department is requesting to purchase Crea Movement subscriptions from Dance for Schools Publishing for the 4 Dance teachers who will teach Dance as an academic subject during the 22-23 school year. This resource will provide standards-aligned lesson-planning support for a variety of Dance styles as well as professional development resources.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the purchase of Crea Movement subscription for teachers of curricular Dance programs for the 22-23 school year at a cost of \$10,800 as presented.

Vote: All yes.

Motion passes.

6. Sight Reading Factory - Music Reading Program

The Instruction Department is requesting to purchase Sight Reading Factory platform access for all vocal music teachers and students enrolled in middle and high school vocal music courses for the 22-23 school year. This purchase will allow for access to the standards-aligned music reading practice and assessment program for all middle and high school vocal music students and teachers.

Motion made by Mrs. Maxwell, seconded by Ms. Sharp, to approve the purchase of Sight-Reading Factory for vocal music programs for the 22-23 school year at a cost of \$3,100.00 as presented.

Vote: All yes.

Motion passes.

12. FEDERAL PROGRAMS

The Curriculum and Instruction Department would like to allocate approximately \$400,000.00 to continue with the Curriculum Lead framework that began during the 2019-2020 school year. Curriculum leads are an essential component of the RCS curriculum framework and model of continuous improvement. Each school receives an equal number of representatives based on grade band served. Curriculum leads are funded through Federal Programs using Title II allocations.

Motion made by Mrs. Bratton, seconded by Mr. Young, to approve Title II funds for Curriculum Leads for the 2022-2033 school year as presented.

Vote: All yes

Motion passes.

13. TITLE I

a. Conflict Resolution and Collaboration PD for LaVergne Lake Elementary:

Presenter Molly Grisham from Influence LLC will lead Conflict Resolution and Team Building at LaVergne Lake Elementary over eight sessions during the 2022-2023 school year. The training will provide teachers with an understanding of building relationships with colleagues of different personality types and how to better collaborate with one another. Sessions will be completed in large and small groups.

The total cost will not exceed \$14,000. Title I Funds allocated to LaVergne Lake Elementary will pay 100% of the cost of this training.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve the contract between Influence LLC and LaVergne Lake Elementary for professional development on addressing Conflict resolution and team building, pending approval of FY 2023 budget as presented.

Vote: All yes.

Motion passes.

b. Imagine Language and Literacy for LaVergne Lake Elementary:

Imagine Language and Literacy is an online adaptive learning solution that accelerates reading and language proficiency for students in grades PreK-6 designed to supplement core literacy instruction. LaVergne Lake Elementary will purchase 200 licenses to serve English Language Learners in the four domains of literacy-reading, writing, and speaking.

The cost will not exceed \$25,000. Title I Funds allocated to LaVergne Lake Elementary will pay 100% of the cost of this software.

Motion made by Mrs. Maxwell, seconded by Ms. Sharp, to approve the purchase of Imagine Language and Literacy for LaVergne Lake Elementary for use with English Language Learners, pending approval of FY 2023 budget as presented.

Vote: All yes.

Motion passes.

c. iReady Reading for LaVergne Lake Elementary:

iReady Reading is an online platform that provides diagnostic information and individualized lessons in the domains of phonological awareness, phonics, vocabulary, and comprehension. iReady reading will be used to supplement the RCS ELA curriculum. LaVergne Lake Elementary will purchase 900 licenses to serve students in grades PreK-5.

The cost will not exceed \$15,120.00. Title I Funds allocated to LaVergne Lake Elementary will pay 100% of the cost of this software.

Motion made by Mrs. Bratton, seconded by Ms. Sharp, to approve the purchase of iReady Reading for LaVergne Lake Elementary, pending approval of FY 2023 budget as presented.

Vote: All yes.

Motion passes.

d. Professional Learning Communities at Work Solution Tree, Inc.:

Joe Cuddemi and associate of Solution Tree will provide a workshop for teachers at David Youree Elementary. Teachers who participate in the training will:

- **Understand the benefits of PLCs and how to implement them into a school or district**
- **Develop and maintain a healthy collaborative culture**
- **Answer and utilize the four critical questions every PLC must address**

With the help of a certified associate, the staff will learn practical strategies for implementing and sustaining the PLC at Work Process at David Youree Elementary. The Professional Development will give new and veteran teachers an understanding of a successful PLC.

The first day of training will take place on August 4, 2022. The follow up coaching date with Joe Cuddemi will be determined for the second semester. This coaching day will allow Mr. Cuddemi to observe our PLC meetings and give feedback to administration to help to build stronger PLC.

Contract Details:

Initial Workshop: August 4, 2022

8 am-3pm

Follow Up Coach with Joe Cuddemi: TBD

7:45 am-2:45pm

**Total cost: \$13,000 which will be paid with David Youree's Title I. Cost includes consultant fee, travel expenses and a book for each participant.
(Pending 2023 Budget Approval)**

Title I: \$13,000

Motion made by Mrs. Bratton, seconded by Ms. Sharp, to approve the contract between Rutherford County Schools and Solution Tree to pay for Professional Learning Communities at Work for David Youree Teachers as presented.

Vote: All yes.

Motion passes.

e. Responsibility Centered Discipline Training:

Accu Train Corp. will provide two days of teacher professional development on the topic of Responsibility Centered Discipline to LaVergne Middle School. By attending this professional development, teachers will learn how to identify and address issues that affect the academic and behavioral progress of students. Teachers will learn and implement strategies for reaching and helping students with discipline issues. Teachers will receive additional coaching and support with the second-year implementation of the Responsibility Centered Discipline in their classroom practices.

Contract Details:

On-Site Trainings:

August 3, 2022

On-site Initial Training for 85 Educators

February 16, 2023

On-site Day in classrooms for observation, coaching, support, and feedback

Additional Support:

1 One-Hour Phone Call Follow Up with Principal

Total Contract Fees:=\$15,950.00

(fee is all inclusive)

Motion made by Mrs. Maxwell, seconded by Mr. Holden, to approve Title I Funds to pay for on-site professional development and additional support for successful implementation for Responsibility Centered Discipline conducted by ACC Train Corp. Participation in this training will enable teachers to create a responsible climate and responsible students by implementing systems focused on the RCD Model. Title I Administrative Funds will pay 100% of this contract pending the approval of FY23 application as presented.

Vote: All yes.

Motion passes.

f. Care Solace:

RCS is requesting to contract with Care Solace for the 2022-2023 school year. Care Solace is a company that lifts the heavy burden of mental health care coordination for school systems. This service is offered as a scalable and virtual solution for the Rutherford County Schools community. Care Solace will guide the transition to mental health services by coordinating care across all RCS students, students' family members, employees, and employee family members. This contract will not exceed \$200,000.00 for the 2022-2023 school year and will be paid through ESSER 3.0 funds.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve a contract with Care Solace for the 2022-2023 school year that will not exceed \$200,000.00 paid through ESSER 3.0 funds as presented.

Vote: All yes

Motion passes.

14. CURRICULUM AND INSTRUCTION

a. Rutherford County Schools Online Teaching Contract:

The Curriculum and Instruction Department is requesting permission to implement a Rutherford County Schools Online Teaching Contract beginning in the fall of 2022. The contract would outline an agreement between Rutherford County Schools and teachers to teach online courses outside the regular school day for additional pay beyond the teacher's normal salary. Teachers would receive a base pay for each course and an additional payment per student in the course each term. A copy of the contract is attached.

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the use of the Rutherford County Schools Online Teaching Contract to use as an agreement between Rutherford County Schools and teachers. General Purpose funds from the Curriculum and Instruction Department will pay 100% of this contract as presented.

Vote: All yes.

Motion passes.

b. DyKnow Cloud for Securly:

The Curriculum and Instruction Department request to use Securly as a sole approved vendor for their DyKnow Cloud service in the amount of \$79,000.00. Dyknow Cloud for Securly, Inc. gives teachers monitoring and control tools with both live and historical analytics on the digital behavior of students on classroom devices. ESSER 3.0 funds will be used to purchase this service for the 2022-2023.

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the sole source approved letter for Dyknow Cloud service in the amount of \$79,000.00 with ESSER 3.0 funds as presented.

Vote: All yes.

Motion passes.

c. Agreement with Handwriting Without Tears:

***Handwriting Without Tears* curriculum is currently used in VPK, 2nd grade and 3rd grade. RCS would like to add Kindergarten and 1st grade to provide consistent handwriting instruction across the grades. It will include teacher digital resources and consumable student workbooks. The first year of implementation will also include professional development. Adding Kindergarten and 1st grade handwriting instruction will offer continuity across the grades.**

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve the addition of

Kindergarten and 1st grade *Handwriting Without Tears* curriculum at the cost of \$72,419.25 as presented.

Vote: All yes.

Motion passes.

d. Agreement with Better Lessons and Open-Up Resources:

RCS wishes to continue professional development with Better Lessons and Open-Up Resources for 2022-2023 to support the continuation of best practices in ELA instruction and encompasses the science of reading. ELA teachers new to the district, ELA Model School's teacher's, coaches, and administrators, and district ELA Specialists will receive the in-depth PD. Model Schools include Plainview Elementary, Brown's Chapel Elementary, and John Coleman Elementary. These schools provide an opportunity for teachers and administrators across the district to observe high-quality ELA instruction.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve the agreement with Better Lessons and Open-Up Resources for LEA professional development for the 2022-2023 school year at the cost of \$85,000.00 as presented.

Vote: All yes.

Motion passes.

e. Professional Development with Brian Lawler:

Consultant, Dr. Brian Lawler, will provide 5 days of professional development for high school math teachers of Rutherford County Schools. Teachers (approximately 30 participating as PLC groups) will be paid \$50/hr. to attend. Teachers will engage in a transformative week of PD in which they learn how to build a thinking classroom that promotes the mathematical abilities of all students. Dr. Lawler will model a thinking classroom, the multiple abilities strategy, and task-based instruction, which will enhance the teaching practices of all teachers in attendance. He will also provide his PowerPoints, which include the structures, videos, tasks, and documents used throughout the week so that teachers can refer back to them when needed. July 11-14 will be for year 1 teachers, while July 14-15 will be for year 2 teachers that attended this training last year.

Contract Details:

Training for Year 1 Teachers: July 11-14, 2022, 8-3pm

Training for Year 2 Teachers: July 14-15, 2022, 8-3pm

Brian Lawler Contract Fee: \$7,000

Teacher Pay: \$30,000

Supplies: \$500

Total: \$37,500

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve the General-Purpose Funds to pay for 5 days of professional development conducted by consultant, Dr. Brian Lawler, and pay teachers \$50/hr. to attend. Participation in this training will enable teachers to enhance student engagement and improve student confidence in high school math. General Purpose Budget will pay 100% of this contract as presented.

Vote: All yes.

Motion passes.

f. Student Laptop Protection Plan:

The Instruction Department is requesting to provide an optional student laptop protection plan. Enrollment in this protection plan will alleviate the potential cost of repair and/or replacement costs that could result from accidental damage to an assigned student device. The cost of the plan will be \$20.00 per year. An outline of the protection plan is attached.

Motion made by Mr. Young, seconded by Ms. Sharp, to approve the institution of the Rutherford County Schools Laptop Protection Plan as presented.

Vote: All yes.

Motion passes.

g. Delta Math:

Delta Math is a supplemental online math program that helps support procedural skill and fluency in high school math. This program offers math problems based on algorithms so that each student has different problems. Teachers can assign work to students that align with the curriculum guide to help them practice the material learned in class.

Contract Details:

Delta Math Plus for the 2022-2023 school year

Total Contract: \$14,270

Motion made by Mrs. Maxwell, seconded by Mr. Holden, to approve General Purpose Funds to pay for the program Delta Math, which is an online math program for high school students. The program supplements district resources with added instructional support and practice that helps build procedural skill and fluency. General Purpose Budget will pay 100% of this contract as presented.

Vote: All yes.

Motion passes.

h. National Council of Supervisors of Mathematics (NCSM):

The National Council of Supervisors of Mathematics (NCSM) is a mathematics leadership organization for educational leaders that provides professional learning opportunities necessary to support and sustain improved student achievement in mathematics. The NCSM Conference will be held September 26-28, 2022 in Anaheim, California. The NCSM conference is a great opportunity for RCS math specialists to hear from the leading experts in mathematics education to learn how to better support teachers, imagine a future of powerful mathematics education, inspire colleagues through bold leadership, influence educators through coaching, and impact systems for equity.

Contract Details:

National Council of Supervisors of Mathematics Conference

Total Amount: 2,000

Motion made by Mr. Young, seconded by Mr. Holden, to approve General Purpose Funds to pay for the high school math specialist to attend the National Council of Supervisors of Mathematics conference held September 26-28, 2022 in Anaheim, California as presented.

Vote: All yes.

Motion passes.

i. Technology Lead Stipend:

The Instruction Department is requesting to provide a \$2000 stipend for the 2022-2023 school year to a certified teacher at each school. This supplement will help support extra duties that are needed due to the increase in instructional technology and hardware support level. The total cost of the technology lead stipend for the 2022-2023 school year is \$100,000.00 to be funded through the General-Purpose funds. The responsibilities of the tech are attached.

Motion made by Mr. Holden, seconded by Mrs. Maxwell, to approve the technology lead stipend for the 2022-2023 school year for \$100,000.00 through General Purpose funds as presented.

Vote: All yes.

Motion passes.

j. Schoology:

The Instruction Department is requesting to renew Schoology, a district wide learning management system for all students and teachers K-12., as well as the digital classroom space for the RCS Virtual School. Schoology provides teachers a platform to provide digital lessons where students can have access to curriculum resources from anywhere at any time. The group feature in Schoology provides a repository for District and PLC resources to be curated and shared. Parents can be invited to join the Schoology Community to view their child's work and to participate in Virtual Schoology Parent Groups. The total cost of the Schoology renewal for the 2022-2023 school year is \$248,310.00 to be funded through the General-Purpose funds.

Motion made by Mrs. Maxwell, seconded by Mr. Young, to approve the purchase of Schoology for \$248,310.00 through General Purpose funds for the 2022-2023 school year as presented.

Vote: All yes

Motion passes.

15. LEGAL

1. Disciplinary Hearing Appeal

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

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

Motion made by Mrs. Bratton, seconded by Mr. Holden, to approve option B and overturn the decision of the DHA.

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

No – Mr. Estes

Motion passes.

2. Policy Adoption – First and Final Reading

The below policies are recommended on the first and final reading due to the urgency in filling positions in the district.

Policy 5.1151: Telework During Emergencies

Adds language that allows the Director of Schools and Assistant Superintendents to approve request for telework.

Motion made by Ms. Sharp, seconded by Mrs. Maxwell, to approve option B, adoption of the first and final reading of the above policy as presented.
presented.

Vote: All yes.

Motion passes.

3. Policy Adoption – First Reading of Two Readings

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

- a. **Policy 1.104: Memberships**
Strikes language to remove membership from the Southern Region School Boards Association and National School Boards Association and replaces with language that district will be an affiliate member of any national associations of which TSBA is a member.
- b. **Policy 1.105: School Board Legislative Involvement**
Strikes language to remove membership from NSBA.
- c. **Policy 1.204: Board Member Development Opportunities**
Strikes language to remove NSBA and replaces with language that district will be member of other national school boards associations through TSBA.
- d. **Policy 1.407: School District Records**
Updates name and contact information for current staff attorney
- e. **Policy 2.200: Annual Operating Budget**
Adds language to comply with T.C.A. 49-3-316 (a)(2)
- f. **Policy 2.802: Payroll Procedures**
Adds language for exceptions to no advance payments of salary to reflect current district practice.
- g. **Policy 2.805: Purchasing**
Adds clarification to purchasing and bids.
- h. **Policy 3.4031: Car Accidents on School Property (new)**
Adds policy to clarify process when car accidents occur on school property.
- i. **Policy 5.802: Qualifications and Duties of the Director of Schools**
Adds language to state that doctorate degree is preferred.
- j. **Policy 6.202: Homeschool**
Adds clarity for participation of home school students' participation in fine arts programs.

k. Policy 6.405: Medicines

Adds language to allow parent/guardian or the parent's adult designee to deliver a student's medication to the principal.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to adopt the above policies on the first of two readings as presented.

Vote: All yes.

Motion passes.

16. FINANCIAL MATTERS

1. Budget Amendment for FY 21-22 Education Capital Projects Fund

This amendment in Fund 177 provides funding for an already approved emergency replacement of a chiller of \$350,000 as well as \$200,000 for additional new classroom and administrative office setups for growth in several RCS Schools.

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the cleanup capital project amendment as presented in detail as presented.

Vote: All yes.

Motion passes.

2. Budget Amendments for FY 21-22 GPS Fund

This final year end clean-up amendment budgets funds for items such as leave payouts, increases for degree and certification pay scale changes, additional costs for contracted services such as Rutherford Academy, as well as growth routes and fuel surcharges for contract buses due to the dramatic increase in fuel prices this fiscal year. Funding for these expenses to come from a portion of local revenue collected over budgeted amounts.

Motion made by Mr. Holden, seconded by Mr. Young, to amend Fund 141 for the final cleanup of expenditure line items for FY 21-22 for the net increase of \$1,908,228 in budgeted expenditures. This amount is equivalent to less than one half of one percent of the amended expenditure budget.

Vote: All yes.

Motion passes.

3. Budget Amendments for FY 21-22 Centralized Cafeteria Fund

This Centralized Cafeteria Fund FY 21-22 amendment is a final clean up amendment to allocate for the second \$1,000 additional duties bonus for the food service fund employees that was approved for all full time BOE employees recently as well as adjusting non-payroll line items due to higher costs for equipment replacement and supplies.

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the FY 21-22 Fund 143 budget amendment of \$271,000 increase in both current year revenues and expenditures for the final clean up amendment of the Centralized Cafeteria Fund as presented.

Vote: All yes except Ms. Sharp who abstained from the vote.

Motion passes.

4. Resolution of the Rutherford County Board of Education to Increase the Threshold for Competitive Sealed Bids

Motion made by Mrs. Bratton, seconded by Mr. Holden, to adopt the Resolution of the Rutherford County Board of Education to increase the threshold for competitive sealed Bids as read and presented.

Vote: All yes.

Motion passes.

5. Motion to Set a 10 Hour Workday for 4th of July Independence Day Holiday pay purposes for all Twelve-Month RCS Employees currently on a Four Day workweek during the summer months.

During the summertime and after the school year is finished, numerous twelve-month RCS employees shift to a 10 hour a day, four-day workweek. Currently, the employees are having to use two hours of vacation time along with 8 hours of holiday pay to have the entire day off for the recognition of Independence Day.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve 10 hours of holiday pay for Independence Day for all Twelve-Month RCS employees currently on a Four Day Workweek during the Summer months as presented.

Vote: All yes

Motion passes.

6. **Presentation on State of Tennessee 401K and 457B plans by Tennessee Department of the Treasury/Retire Ready staff with comparison to current 403b and 457b VALIC plan offerings.**
7. **Contract Agreement Between Rutherford County Board of Education and the Tennessee Orthopedic Alliance (TOA), Ascension Saint Thomas Rutherford (AST) and Results Physiotherapy (Results PT)**

Tennessee Orthopedic Alliance (TOA) Ascension Saint Thomas Rutherford (AST) and Results Physiotherapy (Results PT) seeks to partner with the Rutherford County Board of Education (RCBOE) to provide physician coverage at all home high school football games and jamborees, and all home playoff games.

TOA/AST/Results PT shall pay the RCBOE \$650,000 per year of the contract. In exchange, the TOA/AST/Results PT will receive preferential opportunities for advertisement, including placement in marketing materials, display of signage at games and athletic locker rooms, and three in-game announcements.

TOA has also agreed to providing standing physician orders for RCS athletic trainers. The healthcare partners will provide a free annual wellness exam event offering sports physicals to Rutherford County athletes. This contract has a term of three years beginning with fiscal year 2022-2023 with the option to allow an automatic renewal for an additional one-year period. With these funds, RCS plans to add additional athletic trainers to provide enhanced coverage to our high and middle schools and to purchase athletic training and safety equipment.

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve the three-year contract with Tennessee Orthopedic Alliance (TOA), Ascension Saint Thomas Rutherford (AST), and Results Physiotherapy (Results PT) as presented.

Vote: All yes

Motion passes.

17. FACILITIES

1. 5-Year Building Program

On Tuesday May 24, 2022, at the Health and Education Committee, the Engineering staff was requested to provide revised budgets for the Smyrna, Riverdale and Oakland High projects based on the latest schematics. Schematics were presented to the Board at our last meeting. These schematics included the request from the School staff as well as the Boards comments. A revised 5-year building Program schedule is presented tonight for review, comment and a motion to carry forward the revised budgets to the next Health and Education Meeting.

Motion made by Mrs. Maxwell, seconded by Mr. Holden, to approve the updated 5-year building Program budgets to be carried to Health and Education as presented.

Vote: All yes

Motion passes.

2. Lavergne Middle School Community Garden

Dr. Holman has submitted a request to build a raised bed community garden approximately 18' x 30'. This garden will be a community outreach and educational opportunity for students. The cost for this project is estimated to be \$3,000.00 and to be funded by a Grant from the United Way. Engineering and Construction has reviewed this request and approves.

Motion made by Ms. Sharp, seconded by Mr. Young, to approve from LaVergne Middle School at no cost to the board as presented.

Vote: All yes

Motion passes.

3. Application for Campus Construction Holloway Backyard Greenhouse

Mr. Lee asked the Board to consider a motion on this item to approve the application for campus construction for a backyard greenhouse for Holloway in coordination with engineering and construction and maintenance for the final location and begin work on this project for the upcoming school year.

Motion made by Mrs. Maxwell, seconded by Ms. Sharp to approve the application for campus construction for the Backyard Greenhouse at Holloway in coordination with Engineering and Construction and Maintenance for the final location and begin work on this project for the upcoming school year as presented.

Vote: All yes.

Motion passes.

4. Construction Project Updates:

Rockvale Middle School Addition Construction Update for June 2022

Building Construction

- Masonry work for all areas is complete.
- Electrical rough-in is ongoing.
- Duct work installation has started in A and B wings.
- Block fill has started.
- All roof trusses are set.
- Areas A and B have roof insulation and ice and water shield installed. Areas C and D are awaiting roof deck.
- New LVT flooring in the existing building is 85% complete.

Smyrna Middle Annex Renovation Construction Update for June 2022

Building Construction – Phase 1

- **Permanent power is turned on.**
- **Mechanical, electrical, and plumbing work is complete.**
- **Finishes will be complete by 6/10/22.**
- **Final clean and waxing to begin in Phase 1 on 6/13/22.**

Building Construction – Phase 2

- **Electrical rough-in is on-going.**
- **Demo and abatement to be completed by 6/13/22.**
- **Mechanical, electrical, and plumbing work to continue starting 6/13/22.**
- **Phase 2 is scheduled to be completed in July.**
- **Rockvale Elementary School Addition and Renovation**
- **Rockvale Elementary School Addition and Renovation**
- **Masonry contractor has completed the block and brick portion of the addition and is currently cleaning the brick. The Roofing contractor has completed 50% of the roof and depending on the weather should be completed by the end of the week. The plumbing contractor is competing the rough in of upstairs restrooms. The HVAC contractor is installing duct work on the second floor and is currently installing copper piping for the refrigeration lines. Electricians are currently roughing in the electrical lines and pulling wires to completed circuits downstairs. The window contractor is awaiting the arrival of break metal to begin he window frame construction installation.**

- **Bleacher Replacements**
 - All Complete
- **Playground Renovations**
 - Stewartsboro, Buchanan and Walter Hill are complete
- **Buchanan Sewer Pump and Tight Line Installation**
 - Punchlist Completed June 3rd and final release of retainage has been received.
- **Blackman High School Auditorium Seating Replacement**
 - In Progress
- **Buchanan Elementary School Parking Lot Expansion**
 - Complete
- **Central Magnet Front Lot**
 - In Progress
- **Oakland High**
 - Prepping should start in a couple weeks

Portable and Roofing:

- **Riverdale Portables- 4 portables that we are relocating have been moved to new location, should start decking Thursday. The new double classroom should be set this week also.**
- **Stewarts Creek Elementary Portable- New single classroom portable is being set this week. Starting car rider awning also.**
- **Lavergne Middle Storm damage Roof- Roof replacement from storm damage starting this week, weather permitting.**
- **Smyrna PD Center Roof Replacement – Roof replacement is at 50%. Been working around their schedule. Going to try to work the next 3 Saturdays to finish.**

18. INSURANCE UPDATE

Dr. Anthony stated the new Human Resources positions will begin on June 21st. The remaining positions will begin on July 6th. Training will begin on July 11th for the software to move forward for the fall.

19. DIRECTORS UPDATE

Dr. Sullivan spoke on concerns with open positions in education as well as classified staff. He addressed several strategies to help alleviate some of these needs and issues. One being to boost the visibility of openings. There will be a relaunch of EPP, now known as Rutherford Teach Now to help attract new educators. An Open House is planned for June 30th at Rock Springs Middle School beginning at 5:30 P.M. and another on July 11th at the Central Office beginning at 5:30 P.M. They also plan to work with anyone who holds a bachelor's degree and may be able to obtain waivers or permits to fill classroom positions. Lastly there is a plan to look at an extended contract for teachers who have had to cover classes. That information will be discussed and brought before the Board at the July 7th meeting.

Dr. Sullivan also thanked Mr. Bodary for his service to Rutherford County Schools. Mr. Bodary is currently the Assistant Superintendent of Budget and Finance and will be leaving Rutherford County Schools on June 30th. Mr. Brian Runion who is currently our Finance Director will be assuming the role as Assistant Supt. of Budget and Finance. Also, Dr. Kelly Chastain will be assuming the new role as Assistant Supt. of Curriculum and Instruction. Dr. Sullivan welcomed both to their new positions.

20. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Maxwell touched on the school voucher case with the Tennessee Supreme Court.

21. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Mrs. Maxwell gave information on the Attorney Generals Federal Nutritional Assistance program and federal funding.

22. GENERAL DISCUSSION

Ms. Sharp discussed issues of licensed teachers and limitations in teaching different grade levels. Dr. Sullivan gave some clarification on certifications, waivers and permits.

23. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 6:15 P.M.

Tiffany Johnson, Board Chairwoman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

July 7, 2022

Fees

Oakland High	Jack Jones Youth Football Camp No contact football camp 6/18/2022; 6:00 p.m. to 8:30 p.m. Stadium, \$287.50 <i>*subject to COVID-19 restrictions and updates.</i>
Smyrna High	Carpe Artista Performing arts camps 6/20/2022 – 7/2/2022, 8:00 a.m. to 6:00 p.m. Classroom and auditorium, \$234.60 <i>Retroactive Review, *subject to COVID-19 restrictions and updates.</i>
Stewarts Creek High	Ethos Youth Ensembles Youth orchestra rehearsals 9/12/2022-4/24/2023; 5:50 p.m. to 9:00 p.m. Choir room, band room, and auditorium, \$1,095 <i>*subject to COVID-19 restrictions and updates.</i>

No Fees

La Vergne High	Streamline Aquatic Club Time trials and exhibition 6/14/2022, 2:00 p.m. to 6:00 p.m. Pool, No Fee <i>Retroactive Review, *subject to COVID-19 restrictions and updates.</i>
----------------	--

Note: Facility use for 7/7/2022 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.**

FY23 Consolidated Application Approval for IDEA/ESEA
School Year 2022-23

LEA # 750

LEA Name (Legal Name of Agency): Rutherford County Schools

LEA # 750	LEA Name (Legal Name of Agency): Rutherford County Schools
LEA Legal Making Address	
Street Address 2240 Southpark Drive	
City Murfreesboro	State TN Zip 37128

Consolidated Project begins July 1, 2022 and ends June 30, 2023.

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.

The Board of Education has reviewed and approved this project year application for filing.

This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

July 7, 2022

Board Meeting Date

Director of Schools (Signature)

Board of Education Official (Signature)

Director of Schools (Print Name)

Board of Education Official (Print Name)

Date Signed

Date Signed

Indirect Cost

Total Contributing to Indirect Cost

Indirect Cost Rate

Maximum Allowed for Indirect Cost

Filter by Location:

[Show Unbudgeted Categories](#)

Account Number	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
Line Item Number			
105 - Supervisor / Director	29,640.00		29,640.00
189 - Other Salaries & Wages	113,700.00		113,700.00
201 - Social Security	8,887.08		8,887.08
204 - State Retirement	13,015.27		13,015.27
206 - Life Insurance	105.00		105.00
207 - Medical Insurance	33,000.00		33,000.00
212 - Employer Medicare	2,078.43		2,078.43
299 - Other Fringe Benefits	401.35		401.35
336 - Maintenance & Repair Services - Equipment	350.00		350.00
355 - Travel	6,000.00		6,000.00
499 - Other Supplies and Materials	6,000.00		6,000.00
504 - Indirect Cost		3,178.54	3,178.54
524 - In-Service / Staff Development	15,495.45		15,495.45
790 - Other Equipment	3,500.00		3,500.00
Total	232,172.58	3,178.54	235,351.12
		Adjusted Allocation	235,351.12
		Remaining	0.00

Indirect Cost

Total Contributing to Indirect Cost

Indirect Cost Rate

Maximum Allowed for Indirect Cost

Filter by Location: 

[Show Unbudgeted Categories](#)

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72710 - Transportation	99100 - Transfers Out	Total
Line Item Number						
116 - Teachers	2,035,365.00					2,035,365.00
163 - Educational Assistants	309,900.00		0.00			309,900.00
189 - Other Salaries & Wages	0.00	31,800.00	1,137,200.00	0.00		1,169,000.00
196 - In-Service Training			19,500.00	0.00		19,500.00
201 - Social Security	145,406.43	1,971.60	71,715.40	0.00		219,093.43
204 - State Retirement	241,130.09	3,275.40	119,242.40	0.00		363,647.89
206 - Life Insurance	1,575.00	140.00	595.00	0.00		2,310.00
207 - Medical Insurance	518,000.00	12,200.00	195,500.00	0.00		725,700.00
212 - Employer Medicare	34,006.34	461.10	16,772.15	0.00		51,239.59
299 - Other Fringe Benefits	6,515.32	89.04	3,184.16	0.00		9,788.52
315 - Contracts with Vehicle Owners				3,750.00		3,750.00
336 - Maintenance & Repair Services - Equipment	4,500.00	0.00	0.00			4,500.00
355 - Travel		2,500.00	1,500.00	0.00		4,000.00
369 - Contracts for Substitute Teachers - Certified	15,987.49		0.00			15,987.49
370 - Contracts for Substitute Teachers - Non-certified	47,962.50		0.00			47,962.50
399 - Other Contracted Services	4,000.00	500.00	0.00	0.00		4,500.00
429 - Instructional Supplies & Materials	58,713.72					58,713.72

Budget Overview

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72710 - Transportation	99100 - Transfers Out	Total
Line Item Number						
499 - Other Supplies and Materials	202,734.40	83,889.98	14,700.00	0.00		301,324.38
504 - Indirect Cost					77,222.69	77,222.69
524 - In-Service / Staff Development		6,000.00	202,806.38	0.00		208,806.38
599 - Other Charges	0.00	501.01	0.00	0.00		501.01
722 - Regular Instruction Equipment	145,678.38					145,678.38
790 - Other Equipment		500.00	1,750.00			2,250.00
Total	3,771,474.67	143,828.13	1,784,465.49	3,750.00	77,222.69	5,780,740.98
					Adjusted Allocation	5,780,740.98
					Remaining	0.00

Indirect Cost

Total Contributing to Indirect Cost

Indirect Cost Rate

Maximum Allowed for Indirect Cost

Filter by Location: ▼

Show Unbudgeted Categories

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
Line Item Number					
309 - Contracts with Government Agencies		20,569.50			20,569.50
399 - Other Contracted Services	0.00	46,000.00	0.00		46,000.00
429 - Instructional Supplies & Materials	11,000.00				11,000.00
499 - Other Supplies and Materials	4,780.50	0.00	0.00		4,780.50
504 - Indirect Cost				650.00	650.00
524 - In-Service / Staff Development		0.00	1,000.00		1,000.00
722 - Regular Instruction Equipment	1,000.00				1,000.00
Total	16,780.50	66,569.50	1,000.00	650.00	85,000.00
				Adjusted Allocation	85,000.00
				Remaining	0.00

Indirect Cost

Total Contributing to Indirect Cost

Indirect Cost Rate

Maximum Allowed for Indirect Cost

Filter by Location:

[Show Unbudgeted Categories](#)

Account Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
Line Item Number				
189 - Other Salaries & Wages	0.00	190,000.00		190,000.00
196 - In-Service Training		315,000.00		315,000.00
201 - Social Security	0.00	31,000.00		31,000.00
204 - State Retirement	0.00	51,500.00		51,500.00
206 - Life Insurance	0.00	140.00		140.00
207 - Medical Insurance	0.00	23,000.00		23,000.00
212 - Employer Medicare	0.00	7,250.00		7,250.00
299 - Other Fringe Benefits	0.00	1,000.00		1,000.00
369 - Contracts for Substitute Teachers - Certified	20,000.00	0.00		20,000.00
370 - Contracts for Substitute Teachers - Non-certified	60,000.00	0.00		60,000.00
499 - Other Supplies and Materials	0.00	3,000.00		3,000.00
504 - Indirect Cost			12,985.08	12,985.08
524 - In-Service / Staff Development		232,323.23		232,323.23
790 - Other Equipment		15,000.00		15,000.00
Total	80,000.00	869,213.23	12,985.08	962,198.31
			Adjusted Allocation	962,198.31
			Remaining	0.00

Indirect Cost

Total Contributing to Indirect Cost	\$582,284.58
Indirect Cost Rate	1.39%
Maximum Allowed for Indirect Cost	\$8,093.75

Filter by Location: All - \$604,805.89

Show Unbudgeted Categories

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
Line Item Number					
189 - Other Salaries & Wages	0.00	46,725.84	296,993.17		343,719.01
201 - Social Security	0.00	2,896.95	15,271.58		18,168.53
204 - State Retirement	0.00	4,800.00	27,000.00		31,800.00
206 - Life Insurance	0.00	52.00	100.00		152.00
207 - Medical Insurance	0.00	13,000.00	30,000.00		43,000.00
212 - Employer Medicare	0.00	700.00	3,872.92		4,572.92
299 - Other Fringe Benefits	0.00	90.00	350.00		440.00
369 - Contracts for Substitute Teachers - Certified	2,000.00		0.00		2,000.00
370 - Contracts for Substitute Teachers - Non-certified	2,000.00		0.00		2,000.00
399 - Other Contracted Services	15,371.00	0.00	0.00		15,371.00
429 - Instructional Supplies & Materials	23,064.82				23,064.82
499 - Other Supplies and Materials	70,333.74	0.00	0.00		70,333.74
504 - Indirect Cost				8,093.75	8,093.75
524 - In-Service / Staff Development		0.00	27,662.56		27,662.56
722 - Regular Instruction Equipment	14,427.56				14,427.56
Total	127,197.12	68,264.79	401,250.23	8,093.75	604,805.89
				Adjusted Allocation	604,805.89
				Remaining	0.00

Indirect Cost

Total Contributing to Indirect Cost **\$394,600.63**

Indirect Cost Rate **1.39%**

Maximum Allowed for Indirect Cost **\$5,484.83**

Filter by Location: **All - \$400,077.55**

Show Unbudgeted Categories

Account Number	71100 - Regular Instruction Program	72120 - Health Services	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
Line Item Number*						
189 - Other Salaries & Wages	0.00	0.00	0.00	190,360.00		190,360.00
196 - In-Service Training				30,000.00		30,000.00
201 - Social Security	0.00	0.00	0.00	13,662.32		13,662.32
204 - State Retirement	0.00	0.00	0.00	22,697.08		22,697.08
206 - Life Insurance	0.00	0.00	0.00	70.00		70.00
207 - Medical Insurance	0.00	0.00	0.00	12,000.00		12,000.00
212 - Employer Medicare	0.00	0.00	0.00	15,195.22		15,195.22
299 - Other Fringe Benefits	0.00	0.00	0.00	533.01		533.01
322 - Evaluation & Testing		0.00	10,500.00			10,500.00
355 - Travel		0.00	0.00	6,000.00		6,000.00
399 - Other Contracted Services	0.00	0.00	18,405.80	0.00		18,405.80
429 - Instructional Supplies & Materials	32,082.12					32,082.12
499 - Other Supplies and Materials	0.00	20,000.00	0.00	0.00		20,000.00
504 - Indirect Cost					5,476.92	5,476.92
524 - In-Service / Staff Development		0.00	0.00	23,095.08		23,095.08
Total	32,082.12	20,000.00	28,905.80	313,612.71	5,476.92	400,077.55
					Adjusted Allocation	400,077.55
					Remaining	0.00

Indirect Cost

Total Contributing to Indirect Cost

Indirect Cost Rate

Maximum Allowed for Indirect Cost

Filter by Location:

Show Unbudgeted Categories

Account Number	71200 - Special Education Program	72130 - Other Student Support	72220 - Support Services/Special Education Program	72710 - Transportation	99100 - Transfers Out	Total
Line Item Number						
116 - Teachers	829,824.09					829,824.09
124 - Psychological Personnel		0.00	790,000.00			790,000.00
130 - Social Workers		530,000.00				530,000.00
131 - Medical Personnel			200,000.00			200,000.00
163 - Educational Assistants	1,575,000.00					1,575,000.00
171 - Speech Pathologist	140,000.00		0.00			140,000.00
189 - Other Salaries & Wages	90,000.00	0.00	520,000.00	210,000.00		820,000.00
201 - Social Security	175,000.00	32,000.00	93,000.00	13,000.00		313,000.00
204 - State Retirement	290,000.00	55,000.00	155,000.00	23,000.00		523,000.00
206 - Life Insurance	3,325.00	350.00	735.00	300.00		4,710.00
207 - Medical Insurance	500,000.00	108,000.00	252,000.00	60,000.00		920,000.00
212 - Employer Medicare	40,000.00	7,700.00	20,500.00	3,000.00		71,200.00
299 - Other Fringe Benefits	6,000.00	1,400.00	4,000.00	500.00		11,900.00
307 - Communication		0.00	18,000.00	0.00		18,000.00
312 - Contracts with Private Agencies	80,000.00		148,000.00	0.00		228,000.00
338 - Maintenance & Repair Services - Vehicles				7,500.00		7,500.00
369 - Contracts for Substitute Teachers - Certified	5,000.00					5,000.00
370 - Contracts for Substitute Teachers - Non-certified	20,000.00					20,000.00
425 - Gasoline				4,000.00		4,000.00
429 - Instructional Supplies & Materials	100,000.00					100,000.00

Account Number	71200 - Special Education Program	72130 - Other Student Support	72220 - Support Services/Special Education Program	72710 - Transportation	99100 - Transfers Out	Total
Line Item Number						
499 - Other Supplies and Materials	120,000.00	0.00	30,000.00	0.00		150,000.00
504 - Indirect Cost					101,902.76	101,902.76
524 - In-Service / Staff Development		0.00	75,000.00	0.00		75,000.00
590 - Transfers Out					1,349,100.15	1,349,100.15
725 - Special Education Equipment	25,000.00					25,000.00
790 - Other Equipment		0.00	20,000.00			20,000.00
Total	3,999,149.09	734,450.00	2,326,235.00	321,300.00	1,451,002.91	8,832,137.00
					Adjusted Allocation	8,832,137.00
					Remaining	0.00

Indirect Cost

Total Contributing to Indirect Cost

Indirect Cost Rate

Maximum Allowed for Indirect Cost

Filter by Location:

[Show Unbudgeted Categories](#)

Account Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	99100 - Transfers Out	Total
Line Item Number				
163 - Educational Assistants	50,000.00			50,000.00
201 - Social Security	3,000.00	0.00		3,000.00
204 - State Retirement	5,000.00	0.00		5,000.00
206 - Life Insurance	70.00	0.00		70.00
207 - Medical Insurance	25,000.00	0.00		25,000.00
212 - Employer Medicare	800.00	0.00		800.00
299 - Other Fringe Benefits	150.00	0.00		150.00
312 - Contracts with Private Agencies	5,000.00	0.00		5,000.00
369 - Contracts for Substitute Teachers - Certified	1,000.00			1,000.00
370 - Contracts for Substitute Teachers - Non-certified	6,000.00			6,000.00
429 - Instructional Supplies & Materials	25,000.00			25,000.00
499 - Other Supplies and Materials	20,000.90	0.00		20,000.90
504 - Indirect Cost			2,193.06	2,193.06
524 - In-Service / Staff Development		18,650.04		18,650.04
Total	141,020.90	18,650.04	2,193.06	161,864.00
			Adjusted Allocation	161,864.00
			Remaining	0.00

**AGREEMENT BETWEEN
THE RUTHERFORD COUNTY BOARD OF EDUCATION
AND
THE MURFREESBORO CITY SCHOOLS
FOR
SPECIAL EDUCATION TRANSPORTATION SERVICES**

This Agreement made this 1st day of August, 2022, by and between Rutherford County Board of Education, hereinafter called "Rutherford," and the Murfreesboro City Schools, hereinafter called "City."

WHEREAS, T.C.A. § § 49-10-107, 49-10-305 and 49-10-701 provide that school districts may enter agreements with suitable public or private agencies having appropriate programs, capacity and competence where necessary to provide appropriate special education services to students.

WHEREAS, City in order to provide a proper comprehensive and well implemented special education program, finds it desirable to acquire the transportation services of another agency.

WHEREAS, Rutherford is an agency presently having appropriate programs, capacity and competence to provide special education transportation services for children who are the responsibility of City.

WHEREAS, the parties wish and intend by this Agreement to set forth the terms and conditions of transporting City's students to and from the Tennessee School for the Blind.

IT IS THEREFORE AGREED AS FOLLOWS:

- a) Rutherford agrees to provide transportation services for those City students whose I.E. P.'s require their attendance at the Tennessee School for the Blind (TSB) or Tennessee School for the Deaf Nashville (TSD) on those days when TSB and TSD is in session.
- b) City will provide to Rutherford the names of students who will be transported to TSB and/or TSD.
- c) City agrees to reimburse Rutherford for providing these transportation services at a rate of fifty-seven dollars and seventy-eight cents (\$57.78) per student for each day transportation is provided to and from TSB and/or TSD. If a student requires only pick-up or drop off, City agrees to reimburse Rutherford to these half-day transportation services at a rate of twenty-eight dollars and eighty-nine cents (\$28.89) per student for each half-day of transportation. All payments shall be made within thirty (30) days of invoice from Rutherford.
- d) Rutherford's providing of transportation service to City students is contingent upon: 1) Rutherford operating a bus(es) to TSB/TSD, and/or 2) space being available for City students. Should Board discontinue transporting students to TSB, then this agreement shall automatically terminate. If at any time during the term of this Agreement all available space is required for students enrolled in the Rutherford County School System, this Agreement shall terminate automatically.
- e) Rutherford shall designate the locations(s) and times(s) for picking up and dropping off students.
- f) City shall indemnify, defend and hold harmless Rutherford, its officers, employees and agents from and against all claims and demands, including costs, litigation expenses, counsel fees and liabilities incurred, arising out of any injury

to, or the death of any person, or damage to property of any kind, to the extent caused by the intentional or negligent acts, errors or omissions of Rutherford, its employees and/or agents, while engaged in the performance of this Agreement or any activity associated therewith.

- g) Either party has the right to terminate this Agreement at any time for any reason upon thirty (30) days written notice.
- h) The laws of the State of Tennessee shall apply. The venue for any litigation arising from or pursuant to this Agreement shall be the Rutherford County Circuit or Chancery Courts. In the event of a dispute hereunder resulting in litigation, the prevailing party shall be reimbursed by the other party for all costs and expenses, including reasonable attorney's fees incurred.
- i) Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this program. However; City shall be solely responsible for insuring compliance with any and all special education laws and regulations applicable to the students served under the terms of this Agreement.
- j) This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Rutherford and City.
- k) All Notices required under the terms of this Agreement shall be mailed or hand delivered to:

Murfreesboro City:

Murfreesboro City Schools
Attention: Angela Fairchild
2552 South Church Street
Murfreesboro, TN 37127

Rutherford:

Rutherford County Board of Education
Attention: Kate Kasuboski
2240 Southpark Blvd.
Murfreesboro, TN 37128

The parties Shall identify Emergency Contact persons and exchange emergency contact persons and exchange emergency phone numbers for communications which may occur outside of normal school hours.

- l) If any provision of this Agreement or the application thereof shall be invalid or unenforceable to any extent, the remainder for this Agreement and the application of such provisions shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.
- m) This Agreement constitutes the entire agreement between the parties, all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement.
- n) No amendment or modification to this Agreement shall be effective unless the same is in writing signed by both parties.
- o) This Agreement shall become effective as of August 1, 2022, and shall continue thereafter until July 31, 2023 unless otherwise terminated by either party upon thirty (30) days written notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MURFREESBORO CITY SCHOOLS

**RUTHERFORD COUNTY BOARD
OF EDUCATION**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

**Kelley Blevins Baker, Assistant City Attorney
Murfreesboro City School Board**

AGREEMENT BETWEEN
THE RUTHERFORD COUNTY BOARD OF EDUCATION
AND
THE BEDFORD COUNTY BOARD OF EDUCATION
FOR
SPECIAL EDUCATION TRANSPORTATION SERVICES

This Agreement made this 1st day of August, 2022, by and between Rutherford County Board of Education, hereinafter called "Rutherford," and the Bedford County Board of Education, hereinafter called "Bedford."

WHEREAS, T.C.A. § § 49-10-107, 49-10-305 and 49-10-701 provide that school districts may enter agreements with suitable public or private agencies having appropriate programs, capacity and competence where necessary to provide appropriate special education services to students.

WHEREAS, Bedford in order to provide a proper comprehensive and well implemented special education program, finds it desirable to acquire the transportation services of another agency.

WHEREAS, Rutherford is an agency presently having appropriate programs, capacity and competence to provide special education transportation services for children who are the responsibility of Bedford.

WHEREAS, the parties wish and intend by this Agreement to set forth the terms and conditions of transporting Bedford's students to and from the Tennessee School for the Blind (TSB) and/or Tennessee School for the Deaf Nashville (TSD).

IT IS THEREFORE AGREED AS FOLLOWS:

- a) Rutherford agrees to provide transportation services for those Bedford students whose I.E. P.'s require their attendance at the Tennessee School for the Blind (TSB) or Tennessee School for the Deaf Nashville (TSD) on those days when TSB and/or TSD is in session.
- b) Bedford will provide to Rutherford the names of students who will be transported to TSB and/or TSD.
- c) Bedford agrees to reimburse Rutherford for providing these transportation services at a rate of fifty-seven dollars and seventy eight cents (\$57.78) per student for each day transportation is provided to and from TSB/TSD. All payments shall be made within thirty (30) days of invoice from Rutherford.
- d) Rutherford's providing of transportation service to Bedford students is contingent upon: 1) Rutherford operating a bus(es) to TSB/TSD, and/or 2) space being available for Bedford students. Should Board discontinue transporting students to TSB/TSD, then this agreement shall automatically terminate. If at any time during the term of this Agreement all available space is required for students enrolled in the Rutherford County School System, this Agreement shall terminate automatically.
- e) Rutherford shall designate the locations(s) and times(s) for picking up and dropping off students.
- f) Bedford shall indemnify, defend and hold harmless Rutherford, its officers, employees and agents from and against all claims and demands, including costs, litigation expenses, counsel fees and liabilities incurred, arising out of any injury to, or the death of any person, or damage to property of any kind, to the extent caused by the intentional or negligent acts, errors or omissions of Rutherford, its

employees and/or agents, while engaged in the performance of this Agreement or any activity associated therewith.

- g) Either party has the right to terminate this Agreement at any time for any reason upon thirty (30) days written notice.
- h) The laws of the State of Tennessee shall apply. The venue for any litigation arising from or pursuant to this Agreement shall be the Rutherford County Circuit or Chancery Courts. In the event of a dispute hereunder resulting in litigation, the prevailing party shall be reimbursed by the other party for all costs and expenses, including reasonable attorney's fees incurred.
- i) Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this program. However; Bedford shall be solely responsible for insuring compliance with any and all special education laws and regulations applicable to the students served under the terms of this Agreement.
- j) This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Rutherford and Bedford.
- k) All Notices required under the terms of this Agreement shall be mailed or hand delivered to:

Bedford:

Bedford County Schools
Attention: Special Education Supervisor
500 Madison Street
Shelbyville, TN 37160

Rutherford: Rutherford County Board of Education
Attention: Kate Kasuboski
2240 Southpark Blvd.
Murfreesboro, TN 37128

The parties Shall identify Emergency Contact persons and exchange emergency contact persons and exchange emergency phone numbers for communications which may occur outside of normal school hours.

- l) If any provision of this Agreement or the application thereof shall be invalid or unenforceable to any extent, the remainder for this Agreement and the application of such provisions shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.
- m) This Agreement constitutes the entire agreement between the parties, all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement.
- n) No amendment or modification to this Agreement shall be effective unless the same is in writing signed by both parties.
- o) This Agreement shall become effective as of August 1, 2022, and shall continue thereafter until July 31, 2023 unless otherwise terminated by either party upon thirty (30) days written notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BEDFORD COUNTY BOARD
OF EDUCATION
By: _____

Title: _____

Date: _____

RUTHERFORD COUNTY BOARD
OF EDUCATION
By: _____

Title: _____

Date: _____



Bill C. Spurluck
Director of Schools

Rutherford County Board of Education

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

June 3, 2020

NHC Rehabilitation
1927 Memorial Blvd.
Murfreesboro, TN 37129
Attn: Melodie McCarver

RE: RFP# 19-03 Occupational Therapy and Physical Therapy

Dear Melodie:

On May 9, 2019 NHC Rehabilitation was awarded the RFP 19-03 for Occupational Therapy and Physical Therapy. The Rutherford County Board of Education wishes, in accordance with the terms of the original bid, to extend the bid through May 9, 2021.

If this is acceptable, please indicate your acceptance and acknowledgement by signing below and returning the original of this document to this office by mail, email, or fax (615-904-3766) no later than May 9, 2020 in order that this extension may become effective.

If you have any questions, please contact, Lynn Pater, Purchasing Agent, at 615-904-3762.

Sincerely,

Lynn Pater
Purchasing Agent

Accepted by:

NHC Rehabilitation

Company Name

Melodie McCarver

Authorized Signature

1927 Memorial Blvd.

Street Address

6-5-2020

Date

Murfreesboro, TN 37129

City, State, Zip Code

"Empowering Today's Students to Grasp Tomorrow's Opportunities"

**CONTRACT BETWEEN
RUTHERFORD COUNTY BOARD OF EDUCATION
AND
NHC Rehabilitation
(2019-2020)**

This agreement made this first day of August 2019 by and between the Rutherford County Board of Education (hereinafter known as **BOARD**) with its principal office at 2240 Southpark Drive, Murfreesboro, Tennessee 37128 and NHC Rehabilitation (hereinafter known as **NHC**) with its principal office at 1927 Memorial Blvd., Murfreesboro, TN 37129.

WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, **NHC** is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of the **BOARD**.

This contract consists of the following documents:

- *Request(s) for Proposal No. RFP 19-03*
- *Contractor's response to Response(s) for Proposal No. RFP 19-03,*

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- *any properly executed amendment or change order to this contract (most recent with first priority),*
- *this contract,*
- *Request(s) for Proposal No. RFP 19-03,*
- *Contractor's response to Response(s) for Proposal No. RFP 19-03*

1. The Contractor will provide the following services as specifically recommended by the IEP Team in the Individual Educational Plan (IEP) of each Eligible student and upon notification by the Coordinator of Special Education or her authorized designee:

Physical Therapy or Occupational Therapy which may include the following:

- Direct Physical Therapy or Occupational Therapy services
 - Evaluation services
 - Consultation services
 - Other Scheduled meeting times authorized by the Coordinator of Special Education.
2. The Contractor verifies that all service providers assigned to the Rutherford County School System are licensed in Tennessee to provide the above-described services and shall make available a valid Tennessee License and other appropriate documents evidencing these credentials.
 3. The Contractor assures that throughout the term of this agreement, appropriate public and professional liability insurance is carried on the provider with coverage no less than the standard levels and terms of coverage for Physical Therapists, Occupational Therapists, Physical Therapist Assistants, Certified Occupational Therapy Assistants providing comparable services in Middle Tennessee. Documentation evidencing this coverage shall be provided to and maintained on file with the Board.
 4. The duties and responsibilities of the service providers assigned to Rutherford County Schools by the Contractor are those defined in the statutes provided in the State of Tennessee for the discipline represented. All service providers assigned to Rutherford County Schools by the Contractor shall perform services in accordance with the currently approved methods and standards of practice of the profession represented and according to the Code of Ethics of said professional associations.
 5. The Contractor shall render services only to Eligible students enrolled in Rutherford County schools and only after completion of an evaluation which clearly demonstrates the services are necessary in order for the student to benefit from his or her special education program and only upon the recommendation of a Multidisciplinary Team (IEP-Team).

6. When appropriate, service providers assigned by the Contractor shall be responsible for developing and completing written physical therapy or occupational therapy goals for each student served using the Rutherford County IEP goal page designated for that purpose.
7. All service providers assigned by the Contractor shall maintain a service log in each student's school file which outlines at a minimum: date of contact or attempt to contact; type of service; amount of time spent on each service; pertinent comments.
8. Service providers assigned by the Contractor shall be available to participate in IEP-Team meetings and other meetings and provide staff development and in-service training upon the recommendation of the IEP-Team or authorization of the Coordinator of Special Education.
9. No service provider assigned to Rutherford County Schools by the Contractor shall be considered an employee of the Board for any purposes whatsoever. The Board shall have no liability except as specifically provided in this contract.
10. To the extent allowed by law, the Contractor herein agrees to save harmless and indemnify the BOARD on account of any and all claims by third parties for damages due to personal injuries or property damage, arising from provision of services outlined in this contract.
11. The Contractor shall not assign this contract or enter into subcontracts for any of the services described herein without obtaining the prior written approval of the Board.
12. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, or national origin, and shall do the following:
 - a. Take affirmative actions to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or national origin.
 - b. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or national origin.
 - c. Assure that no person on the ground of handicap, race, color, religion, sex or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract. The Contractor shall upon request, show proof of such non-discrimination.
13. All Physical Therapy or Occupational Therapy evaluations will be completed and a written report of the results submitted by the Contractor to the Coordinator of Special Education no later than 30 days from receipt of notice to evaluate.
14. The Contractor will under no circumstances bill the student, his family, or health insurance program for any services rendered as a part of this contract.
15. All data gathered on individual students as a part of this contract shall be available to authorized Rutherford County personnel and shall be maintained in a manner which complies with State and Federal guidelines.
16. The Board shall make available to the Contractor all necessary records and information relevant to the student for the sole purpose of evaluation, program development, and service delivery. The Contractor shall maintain records and reports in accordance with Board Policy and State and Federal regulations.
17. The Contractor will submit an invoice on the first working day of each month for the month just completed. The invoice shall specifically detail the services provided, amount of time spent, and when applicable, the student involved. Payment will be made only upon receipt of invoice.
18. The Board shall pay the Contractor for services rendered pursuant to this agreement at the following rates:
 - a. Lead Physical Therapist - \$69.00 per hour for time on premises *
 - b. Physical Therapist - \$65.00 per hour for time on premises
 - c. Physical Therapy Assistant - \$55.00 per hour for time on premises
 - d. Occupational Therapist - \$67.00 per hour for time on premises
 - e. Certified Occupational Therapy Assistant - \$57.00 per hour for time on premises
 - f. Mileage--\$.47per mile for travel between schools

* Time on premises is described as direct Physical or Occupational therapy services, evaluations and consultation services, and other authorized scheduled meetings.

These hourly rates cover all student evaluations, therapy, documentation time, consultation, and other scheduled meeting times authorized by the Coordinator of Special Education. All rates shall be paid at the hourly rates listed above or a pro-rated portion thereof. Contractor shall maintain records to show computation of all charges.

Should the BOARD choose to renew the Agreement for an additional four years, the rate will be adjusted as follows:



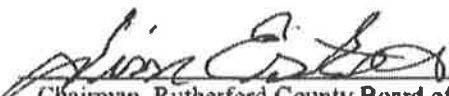
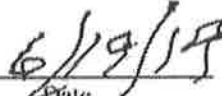
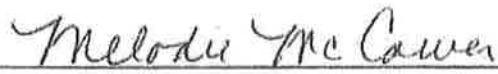
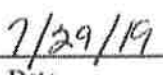
Year Two:	3% increase
Year Three:	2% increase

Year Four: 3% increase
Year Five 2% increase

19. The term of this agreement shall be from August 1, 2019 to July 31, 2020, and may be renewed at the option of the BOARD.
20. This Agreement shall be altered or modified only by written agreement executed by all parties. All amendments shall be attached to this agreement and made a part thereof.
21. This contract may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.
22. If the Contractor fails to fulfill in timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the terms of the contract, the Board shall have the right to immediately terminate this Contract and withhold payments in excess of fair compensation for work completed.
23. If any provision of this agreement or the application thereof to any person or circumstance shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by the law.
24. This Agreement shall be governed by the laws of the State of Tennessee. The venue for any litigation arising from or pursuant to this Agreement shall be the Rutherford County Circuit or Chancery Courts.

IN WITNESS WHEREOF, the parties have by their duly authorized representative set their signatures.

Approved by the Rutherford County Board of Education:

		Date
BY:		
	Bill Spurlock	Date
BY:		
	Chairman, Rutherford County Board of Education	Date
BY:		
	Authorized Representative, NHC Rehabilitation	Date

The contract with Feltz Therapy Services LLC is for Special Education related services. These services will provide speech and language therapy to Rutherford County School students in the home and school settings. Hourly rates for speech/language therapists are \$53.00 and \$43.00 for speech/language therapy assistants. The total cost not to exceed \$75,000.00 during the 2022-2023 school year and will be paid from **I.D.E.A. Part B Special Education** funds.

Motion to – Approve the renewal of the Contractual Agreement with Feltz Therapy Services LLC not to exceed \$75,000.00 during the 2021-2022 school year to be paid from **I.D.E.A. Part B Special Education** funds.

RFP #22-04 - Speech and Language Therapy Services

Vendor	Hourly Service Fee
Allied Instructional Services	\$ 78.00
AMN Allied Services, LLC	\$70.00 - \$75.00
Applied Pediatrics	\$ 73.00
Attain Therapy	\$ 105.00
CompHealth	\$75.00 - \$82.00
Cross Country Education	\$ 68.00
EDU Healthcare	\$ 70.00
Feltz Therapy Services	\$ 57.50
Invo Healthcare Associates	\$ 62.00
ProCare Therapy	\$65.00 - \$69.00
Stellar Therapy Services, LLC	\$ 63.00
The Stepping Stones Group	\$ 60.00
Sunbelt Staffing	\$65.00 - \$72.00

Mailed to 18 vendors
5 vendors did not respond

Recommend: Motion to award to Feltz Therapy Services for overall lowest and best bid.

To be funded through Special Education Dept.

RFP #22-04 Proposal

For

**Special Education Related Services
Speech and Language Therapy Services**

For

The Board of Education of Rutherford County



**Feltz Therapy Services, LLC
1173 Rock Springs Road Suite 105
Smyrna, TN 37167
(615) 220-5796, (615) 220-8829
Candace Feltz, MA, CCC-SLP
Director**

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Resumes - Candace Feltz, Jessica Ra, Kelly Chitty	5 Pages
Management Structure	1 Page
School System SLP Job Description	5 Pages
School Based Service Delivery in Speech Language Pathology	10 Pages
Required Form #1 - Insurance Coverage Checklist	1 Pages
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1) Company Background

2.4 - 1. Qualifications, History and Experience of the Company

Feltz Therapy Services (FTS) is a Limited Liability Company. FTS is a local therapist – owned private pediatric practice based in Smyrna, Tennessee. FTS has been in business since December 2001. FTS provides ABA, occupational, physical and speech services. Our director, Candace Feltz, MA, CCC-SLP, Speech-Language Pathologist, received her master’s degree in Speech-Language Pathology in 1997 from the University of Tennessee Knoxville. She has been passionate about providing quality service for all children birth to 21 across various settings in the Middle Tennessee area.

FTS has been a provider with TEIS for over twenty years. In addition, FTS contracts with fourteen school systems in the Middle Tennessee area for the 2021-2022 school year. FTS has also contracted previously with an additional six school systems over the past nineteen years. FTS currently contracts with Rutherford County Schools for speech and language services and has since 2017. FTS has worked closely with Paula Laaser, the Lead SLP for RCS.

Feltz Therapy Services, LLC, (FTS) is currently providing, or has provided, contract occupational, physical and speech and language therapy services over the past nineteen years with the following school systems:

- Bedford County
- Cannon County
- Cheatham County
- Coffee County – thru NHC
- DeKalb County
- Franklin County
- Giles County– thru NHC
- Hickman County– thru NHC
- King’s Daughter
- Macon County
- Manchester – thru NHC
- Marshall – thru NHC
- Murfreesboro City
- Moore County
- Jackson County
- Putnam County
- Rutherford County
- Tennessee Virtual Academy
- Trousdale County
- Tullahoma City
- Wilson County

Current School System Contracts:

Bedford County Schools

500 Madison Street
Shelbyville, TN 37160
(931) 684-3284
Julie Haynes, Director of Special Education
haynesj@bedfordk12tn.net

Contracted to provide COTA services. FTS previously contracted with Bedford in 2006/2007 for speech and language services and 2016/2017 for occupational therapy.

Cannon County Schools

301 West Main Street
Woodbury, TN 37130
(615) 201-4808
Julie Vincent, Supervisor of Exceptional Learners
Julie.vincent@ccstn.net

Contracted to provide occupational therapy. FTS previously contracted with Cannon County for speech and language services intermittently from 2002 to 2012.

DeKalb County Schools

110 South Public Square
Smithville, TN 37166
(615) 215-2105
Shirley Ours, SPED Secretary
shirleyours@dekalbschools.org

Contracted to provide physical therapy services including PTA supervision. FTS previously contracted intermittently with DeKalb County for physical, occupational and speech and language services from 2007 to 2018.

The King's Daughter School

412 West 9th Street
Columbia, TN 38401
(931) 388-3810
Brian Oakley
brian.oakley@tkds.org

Contracted to provide occupational, physical and speech therapy services from 2020 to present.

Macon County Schools

501 College Street
Lafayette, TN 37083
(615) 666-2685 ext. 108
Cathy Stafford, Special Education Supervisor
cstafford@maconcountyschools.org

Contracted to provide speech and language services. FTS has contracted with Macon County Schools from 2008 to 2013 and then again from 2017 to present.

Moore County Schools

308 Mechanic St N
Lynchburg, TN 37352
(931) 759-7303
Jaqueline Cates, Supervisor of Special Programs
jacqueline.cates@moorecountyschools.net

Contracted to provide occupational therapy services. FTS has contracted with Moore County since 2017.

Murfreesboro City Schools

2552 South Church Street Suite 100
Murfreesboro, TN 37128
(615) 893-2313
Melissa Snyder
melissa.snyder@cityschools.net

Contracted to provide speech and language and occupational services to homebound students. FTS has contracted intermittently with Murfreesboro City Schools since 2010.

NHC

1927 Memorial Boulevard
Murfreesboro, TN 37129
(615) 896-7244
Melodie McCarver
mmcarver2@comcast.net

Contracted to provide speech and language and occupational services to Coffee, Giles, Hickman, Manchester, Marshall, and Rutherford Counties. FTS has contracted with NHC since 2016.

Rutherford County Schools

2240 Southpark Blvd
Murfreesboro, TN 37128
(615) 893.5815 ext. 22042
Paula Laaser
laaserp@rcschools.net

Contracted to provide speech and language services to homebound students and private school students. FTS has contracted with RCS since 2017.

Trousdale County Schools

103 Lock Six Road
Hartville, TN 37074
615-374-2193
Melissa Loerch, Supervisor of Special Education
melissaloerch@tcsschools.org

Contracted to provide speech and language services including supervision of SLPA. FTS has contracted with Trousdale County since 2018.

Past Contracts:

Cheatham County Schools

104 Elizabeth Street
Ashland, TN 37015
(615) 892-2070
Andrea Pewitt, Special Education Director
andrea.pewitt@ccstn.org

Contracted to provide occupational, physical and speech and language services intermittently from 2007 to 2013. Contract services are currently not needed.

Franklin County Schools

1025 Dinah Shore Boulevard
Winchester TN 37398
(931) 962-1267
Ron Terrill, Director of Special Education
ron.terrill@fcstn.net

Contracted to provide speech and language services from 2007 to 2009. Contracted services are not needed at this time.

Jackson County Schools

711 School Drive
Gainesboro, TN 38562
(931) 268-0119
Jill McAllister, Special Education Supervisor
jmcallister@jacksoncoschools.com

Contracted to provide speech and language services from 2009 to 2018. Contracted services are not needed at this time.

Putnam County Schools

1400 East Spring Street

Cookeville, TN 38506

(931) 520-2290

Sheri Roberson, Special Education Supervisor

robersons2@pcsstn.com

Contracted to provide speech and language and COTA services intermittently from 2009 to 2017. Contracted services are not needed at this time

Tennessee Virtual Academy

Darcy Sexton, Southern Region Special Program Manager

(501) 837-0875

dsexton@K12.com

Contracted to provide occupational, physical and speech and language services to students enrolled in Tennessee Virtual Academy for 2012 to 2014. Contracted services are not needed at this time

Tullahoma City Schools

301 West Decherd Street

Tullahoma, TN 37388

Tammy Hatfield, Special Education Supervisor

tammy.hatfield@tullahomacityschools.net

Contracted to provide speech and language services intermittently from 2009 to 2012. Contracted services are not needed at this time.

Wilson County Schools

351 Stumpy Lane

Lebanon, TN 37090

(615) 453-7287

Dr. Donna Wright, Special Education Director

wright@wcschools.com

Contracted to provide speech and language services intermittently from 2004 to 2021. Contracted services are not needed at this time

2.4 - 2. Qualifications and Experience of Management and All Other Personnel

- Candace Feltz, MA-CCC-SLP, Director has over 25 years of experience as a Speech-Language Pathologist. Resume is attached.
 - Establish, manage, and direct a private therapy practice providing ABA, speech, occupational, physical therapy in the home, clinic-based, and school-based services for children in their most natural environment since 2001.
 - Provide therapy for a wide array of children that have disorders and delays with speech, language, and feeding difficulties.

- Mentor new graduate Speech-Language Pathologists.
- Present and educate other professionals regarding developmental delays/disorders, developmental milestones for feeding.
- Member of the Tennessee Early Intervention Executive LICC Board.
- Dr. Mendy Richards, PhD, CCC-SLP, who is School System Therapists Supervisor, was an Associate Professor with Middle Tennessee State University (MTSU) for 18 years and worked in a school setting for over seven years prior to teaching at MTSU.
- Current contract school therapists have experience ranging from 1 year to 25 years with a mean of 8 years of experience. We currently have twenty-one contract school therapists.
- Jessica Ra – current contract SLP with Rutherford County Schools- see resume
- Kelly Chitty –current contract SLP with Marshall County Schools-see resume
- Vicki Haddock, Executive Manager, has worked for FTS for almost 20 years and oversees all administrative operations for FTS.
- Beth Cummings, Operational Manager, has worked for FTS for over five years and oversees all Human Resources, accounts payable and school billing.
- FTS requires all therapists who provide therapy to be licensed by the State of Tennessee Health-Related Boards; while not required, speech therapists are encouraged to apply for the Professional School Services Personnel license through the Tennessee Dept. of Education. An experienced member of the FTS therapy team mentors all new therapists. FTS selects therapists based on many criteria including experience, education requirements, and professional qualifications.
- FTS maintains the following quality management principles:
 - Client Focus – Communicating client needs and expectations throughout our organization.
 - Leadership – Providing therapists with the required resources, training, and freedom to act with responsibility and accountability.
 - Involvement of People – therapists and staff at all levels are the essence of our company and their full involvement enables their abilities to be used for FTS' benefit. FTS therapists actively seek opportunities to enhance their competence, knowledge, and experience.
 - Continual Improvement – Providing therapists with training in the methods and tools for continual improvement in all areas of their work and professional development. Establish goals to guide, measures to track, and continual improvement.

2.4 - 3. FTS Company Policies and Procedures

a. Policies and Procedures

All therapists undergo an extensive orientation to company policies and procedures, including but not limited to:

- Standards of Ethics – FTS requires that all therapists perform services in accordance with the currently approved methods and standards of practice of each profession represented and in accordance with the Code of Ethics of said professional associations.
- Confidentiality Agreement – FTS requires all therapists to sign a Confidentiality Agreement in accordance with HIPAA/FERPA which obligates the therapist to take appropriate steps to safeguard student personal information.

- **Non-Discrimination Policy** – FTS does not discriminate against any employee, applicant for employment or independent contractor because of race, color, religion, or national origin. If this proposal is accepted, FTS will state in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to handicap, race, color, religion, sex, or national origin. FTS does not exclude any person on the grounds of handicap, race, color, religion, sex, or national origin from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the proposed contract.
- **Documentation of Services** – FTS requires all therapists to maintain documentation of services provided. Documentation includes individual progress notes as directed by the school system. Documentation includes percentage of attainment for each goal addressed.

b. Staffing

Feltz Therapy Services, LLC, (FTS) will staff assignments with qualified and vetted therapists. FTS will provide school specific orientation to each assigned therapist. The orientation will be facilitated by an FTS seasoned school supervisor. FTS will have the therapist meet with the Special Education Director or person appointed by Director for any specific directions, recommendations, or other parameters. FTS School Therapist Supervisor will consult with the therapist regarding their position.

We support our school therapists continuing education needs by requiring them to attend an all-day school therapist summer training to review updated changes to school systems policies for the upcoming year. They are also required to attend the annual FTS all employee bootcamp. Throughout the school year, we host quarterly school therapists meetings to address challenges that arise. We provided training during COVID for teletherapy to ensure best practices for students and resources for teletherapy purposes. We have an extensive resource bank for therapists. FTS collaborates as needed with Susan Usery, Speech-Language and Related Services Coordinator at the State level to address specific challenges in the school systems.

c. Management Structure – Refer to Section 2 of this RFP and the attached Management Structure Chart.

d. Personnel Policies – FTS provides an Employee Handbook that must be reviewed and acknowledged by employees during onboarding. The handbook is updated on an annual basis. *FTS Handbook is available upon request.*

e. Employee Supervision - The experience of the therapist will determine the supervision required. Supervision may come in the form of email, phone consultation, direct supervision (face-to-face) and onsite direct supervision. Supervision and mentorship are available as needed to all school therapists. SLPA/SLT supervision is available on request. Supervision is set as an arrangement for therapists to discuss their work regularly with someone who is experienced in the school system. For seasoned therapists FTS moves from formative to consultative supervision as the process maintains quality standards of therapy and a method of consultancy to widen the horizons of the experienced therapist.

2.4 - 4. Feltz Therapy Services Method of Selection for Therapists

All potential candidates are interviewed by Dr. Richards with a standard template that has been created to carefully organize the requirements for the position into intentional interview questions. All references are thoroughly vetted. Written offers are sent outlining the parameters of the school position. See attached School Speech-Language Pathologist Job Description.

All therapists are required to complete the following:

- Meet all qualifications required by the State of Tennessee to provide speech-language therapy.
- Possess current State of Tennessee health license or registration.
- Hold current ASHA membership for SLP's.
- Undergo and pass a criminal background check required by Tenn. Code Ann. 49-5-413.
- Provide three work references.
- Holds current CPR certification.
- Therapist must have current tuberculin test and physician's statement indicating the therapist is able to perform the duties of the position.
- Have experience in the school setting or supervision as deemed necessary by the supervisor.
- Maintain Continuing Education Units (CEU's) in accordance with State of Tennessee health licensure guidelines and/or national board standards.
- Complete Non-Discrimination Compliance training.
- Complete Fraud and Abuse Training.

2.4 - 5. Scope of Services

2.3 - a. Program Initiative

- Development and implementation of Speech and Language Therapy services for eligible special education students with disabilities as specifically recommended by each student's Individual Education Program (IEP).
 - Speech and Language services include
 - Direct Speech and Language services
 - Evaluation services
 - Consultation services

FTS will provide services based on *ASHA's School-Based Delivery in Speech Language Pathology* guidelines that consider setting, frequency format and the provider. These ASHA guidelines are attached to this RFP. FTS will provide speech and language services to Rutherford County School students as recommended by the Individual Education Plan (IEP) Team. These services will be provided by licensed Speech-Language Pathologists or Speech-Language Pathology Assistants.

FTS will comply with Rutherford County School Board Policy and all state and federal policies, procedures, and laws. All therapists will perform services in accordance with the currently approved methods and standards of practice of each profession represented and according to the Code of Ethics of said professional associations. The services will be provided at the schools between the hours of school operation and with the schedule agreed upon by the therapist and the Special Education

Director. If additional hours are warranted outside of school operating hours, prior approval will be obtained from the Special Education Director. These services will be provided in the students' least restrictive environment (LRE) to the maximum extent possible. Evaluations and all additional IEP paperwork will be completed in accordance with IDEA and the State Department of Education, Special Education guidelines.

FTS Therapists will implement the following service model to adhere to IDEA and ASHA guidelines:

- Co-Treating/Push-In Therapy Models.
- FTS Therapist-Led Lessons, Co-Teaching with Rutherford County School teachers and Therapist Station Centers, One on One Therapist Assistance with Student, Pull-Aside Therapy in classroom with peers.
- Collaborate and coordinate with the IDEA Part B 619 Rutherford County personnel to identify children with special needs.
- Develop positive support and interventions which could include strategies like those used in the Pyramid Model Routine Based Support Guide.
- Consult and collaborate with Special Education personnel and student families to target behavioral concerns.
- Therapy evaluations may include:
 - Assessment of speech and language impairment as determined by the IEP team with standardized testing materials when applicable. Rutherford County Schools will provide testing materials needed.
 - Preparation of treatment plan to address impairments.
 - A written report that includes test results, diagnosis, treatment plan, goals, and objectives will be completed and submitted within the timeframe established by IEP guidelines. Goals and frequency for each student will be written as determined by the IEP team.
- Direct speech-language therapy to include:
 - Consultation, individual and group therapy to address impairments as determined by the IEP team.
 - Identify goals and objectives for treatment.
 - Maintain written progress notes that are submitted in a timely manner. Progress notes will track progress toward the student's goals stated in his/her IEP and will monitor compliance with the IEP.
 - Confer with IEP Team regarding progress and updated goals objectives.
- Screenings for speech and language concerns will be completed as referred to by other pertinent Rutherford County School personnel.
- All FTS contract therapists will attend and participate in IEP Team meetings, when possible, as recommended by the IEP Team or as authorized and deemed necessary.
- Evidence-based practice is implemented when available and training has been completed.

FTS will transition into providing related services and work collaboratively with Rutherford County Schools personnel to create a seamless transition for students. Upon beginning the school year FTS will:

- Meet with Special Education Director to assess, plan, monitor and implement goals for the upcoming school year.
- FTS billing team will meet with Rutherford County School's billing team to establish expectations for monthly billing.

- Review caseloads with students' current goals.
- Determine IEP meetings that need to be scheduled for compliance.
- Email Rutherford County Schools personnel and teachers for introductions and collaboration. Handouts for all discipline milestones will be included in the email.
- Establish a system to make referrals for screenings.
- Obtain special area schedules.
- Familiarize themselves with maps of the schools.

FTS will submit a school questionnaire to Rutherford County Schools to obtain the parameters of each position to ensure collaboration. FTS has an extensive database of qualified candidates for recruitment purposes. FTS advertises open positions and sends out email blasts to candidates and universities. FTS is registered with various colleges to promote open positions within their current student body and alumni. FTS interviews all said applicants with a standard questionnaire to ensure consistency in obtaining qualified candidates. All therapists assigned to the Rutherford County Schools will be orientated to its procedures. FTS will have the therapists meet with the Special Education Director and specific school principals or any additional pertinent personnel for any specific directions, recommendations, or other parameters. FTS School System Supervisors will consult with the therapists regarding their position. FTS meets with all school year therapist at the end of the year to discuss successes, challenges, and recommendations. At the close of each school year, FTS sends out surveys to Special Education Directors to obtain information to improve quality assurance for the upcoming school year.

2.3 - b. Program Evaluations

Program evaluations will be based on the progress of the student taking into account the controls for setting, frequency, and format as outlined in ASHA guidelines and the student's IEP goals.

2) Written Complaints

No written complaints have been made against Feltz Therapy Services, LLC or any of its employees or contractors within the past five years.

3) Proposed Fee Schedule

Speech Language Pathologist - \$57.50 per hour

Speech Language Pathologist Assistants - \$47.50 per hour

Mileage is reimbursed at the current state rate per mile approved by the Rutherford County Board of Education for travel between schools.

Time on premises as described as direct therapy services, evaluations, consultation services, authorized schedule meetings and other authorized documentation and session preparation time.

4) Description of Invoicing Procedures

Monthly invoices will be created and sent to the Special Education Director by the 5th business day of the following month. The invoices will include dates of services, the therapist's name, number of hours the

therapist was providing services, miles driven and total for the month. A charge ticket per FTS therapist will be provided for each week with the student's names, services provided, time providing services and miles. Any additional information required by Rutherford County Schools will be provided.

Feltz Therapy Services, LLC, (FTS) requires therapists to maintain a daily timesheet that includes the following:

- student name
- the type of service (planning, drive-time between schools if applicable, direct services, IEP attendance, etc.)
- time of service
- amount of service time
- where services are provided

FTS requires that all invoices be reviewed twice prior to submission to ensure accuracy. All invoices submitted must be approved by the Executive Manager.

5) Proof of Insurance Coverage

Forms/documents that follow this page:

Required Form 1

Certificate of Liability Insurance – FSB Insurance

Professional Liability Insurance – Liberty Insurance Underwriters

Umbrella Policy – currently in Underwriting – see email

Commercial Auto Policy Requirement – exception – see email

6) Current Copy of Professional License for the State of Tennessee

Candace Feltz, MA, CCC-SLP, Director

Kelly Chitty, MA, CCC-SLP

Jessica Ra, MA, CCC-SLP

Professional licenses for any assigned therapist will be provided at time of assignment.

7) Bank References and Customer References

Bank Reference

Regions Bank reference letter

Letters of recommendation from parents

Customer References

Here are some examples of feedback that we have received this year:

"I have heard nothing but positive things from teachers, private schools and fellow SLPs regarding the professionalism, therapy and communication skills regarding xxxx. We, RC SLPs, feel so very blessed to have her working with our RC students. "

--Rutherford County Schools

Ms. xxxx demonstrates a wealth of knowledge and expertise. She is an asset to our school system.

--Moore County Schools

"We enjoy having xxxx on our team!"

--Macon County Schools

"xxxx is so awesome! When she knows she is going to be absent or when she knows one of my students is going to be absent, she finds a way to make-up the service to ensure they receive all that they deserve. She is very kind and courteous to all staff and students. She uses everyday items to ensure carryover in the classroom and in the home of the students. She meets the students where they are, not where society feels they should be performing. xxxx is not judgmental or critical of students and treats all students as individuals. She is protective of her students. (She does not allow other students or faculty to degrade or demean anyone.) She portrays professionalism and enthusiasm in all areas. She is always looking for ways to improve herself and help the students and staff. I could go on and on:). She is an amazing SLP! We are blessed to have her on our campus! Thank you for sharing her with our students and with us!"

--Coffee County Schools

8) Company Affidavit

See Required Form 2

9) Statement of Firm Offer

Feltz Therapy Services, LLC, agrees that this proposal constitutes a firm offer which may be accepted at any time within forty-five (45) days from and after the date of the proposal opening.

10) Person with Authority to Bind Company

Candace Feltz, MA, CCC-SLP, Director
Feltz Therapy Services, LLC
1173 Rock Springs Road Suite 105
Smyrna, TN 37167
(615) 220-5796

Candace Feltz, MA, CCC-SLP is the person with authority to bind Feltz Therapy Services, LLC, and to answer any questions or provide clarification concerning the company's proposal.



Contract Proposal

This proposed fee schedule constitutes a firm offer which may be accepted at any time within forty-five (45) days from and after the date of proposal opening.

Speech Language Pathologist - \$57.50 per hour
Speech Language Pathologist Assistants - \$47.50 per hour

Mileage is reimbursed at the current state rate per mile approved by the Rutherford County Board of Education for travel between schools.

Time on premises as described as direct therapy services, evaluations, consultation services, authorized schedule meetings and other authorized documentation and session preparation time.



SMYRNA ELEMENTARY SCHOOL LEASE AGREEMENT

FOR AND CONSIDERATION of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **PARTIES:** This Agreement is by and between the Rutherford County Board of Education (Board) and the Town of Smyrna (Town).
- 2) **PREMISES:** The Board has and does hereby lease unto Town the premises more particularly described in Exhibit A attached hereto. This property being a part of what is presently known as the Smyrna Elementary School site located at 1001 Sam Davis Road, Smyrna, Rutherford County, Tennessee.
- 3) **TERM:** The term of this Lease Agreement shall be for one (1) year beginning September 1, 2022 and ending August 31, 2023. Town shall have the option to renew this Lease for two (2) additional one (1) year terms by giving notice to the Board in writing on or before July 1, 2023 and/or July 1, 2024.
- 4) **RENT:** Town agrees to pay Board rent in the amount ONE Dollar (\$1.00) for the term of the lease or any subsequent term.
- 5) **USE:** The parties hereby agree that the leased premises will be utilized by Town for recreational purposes only. Town shall submit to the Boards Assistant Superintendent for Engineering and Construction for approval all intended modifications and/or improvements to the premises.
- 6) **NUISANCE, WASTE, ETC.:** Town hereby agrees that the premises will be used and occupied in a careful, safe and proper manner. The property shall not be used in any manner or for the purpose creating maintaining or carrying out any nuisance, unlawful trade or custom; likewise Town shall not permit waste to occur to the premises.
- 7) **SUBLETTING:** Town shall not assign this Lease Agreement to any other person or party. Additionally, Town shall not sublease the premises to any other person or party.
- 8) **DELIVERY OF PREMISES UPON TERMINATION OF LEASE:** Town hereby agrees that upon the expiration of this Lease or any extension thereof, it will return the premises to the Board in good order and condition, and to repair or correct all damages to the premises.
- 9) **DEFAULT:** Upon Town's failure to abide by any term and condition of this Lease Agreement, it shall be deemed to be in default. Upon default by Town, Board shall promptly give notice to correct any such default within thirty (30) days of the notice.

Upon Town's failure to correct any such default within thirty (30) days, Board shall have the right to re-enter the premises and make any and all repairs, corrections or improvements to the property that may be necessary. Town shall be responsible to Board for any and all damages to the property resulting from its use of the premises.

- 10) **COMPLIANCE WITH ALL LAWS AND REGULATIONS:** Town hereby agrees to strictly comply with any and all Federal, State and Local laws, statutes, regulations and policies related to its use of the leased premises. Town shall not use, emit, dispose of, treat, store, discharge, transport or place any toxic, dangerous or any environmentally hazardous substance, chemical, waste, material or product. Town shall indemnify and hold harmless Board against and from any and all claims liabilities, expenses and losses incurred by Board as a result of any environmental clean-up costs, fines or other losses lien against the property or the Board caused by Town's use/possession of the property.
- 11) **RIGHT OF ENTRY:** Board may enter upon the premises at any time to view and inspect same. The Town of Smyrna and its invitees and guests shall be permitted to use the existing Smyrna Elementary School roadways for access to the premises.
- 12) **DAMAGES, ACCIDENTS, ETC.:** Town agrees to indemnify and hold Board harmless against all claims, costs, damages, accidents injuries to persons or property related to its use of the premises or the intentional or negligent acts of it officials, employees, agents, guests, or other users. During the terms of this lease Town shall maintain insurance coverage either through an entity authorized to do business in the State of Tennessee or through a self-insured plan in the amount of at least \$1,000,000.00
- 13) **UTILITIES:** Town shall be responsible for the installation, supply and any other cost related to the provision of any utilities to the leased premises.
- 14) **OTHER PROVISIONS:** A building/barn currently is located on the premises. If agreeable to Board and Town, the Town requests right to continue to utilize barn and surrounding area for equipment and material storage.

This the _____ day of _____, 2022.

Rutherford County Board of Education

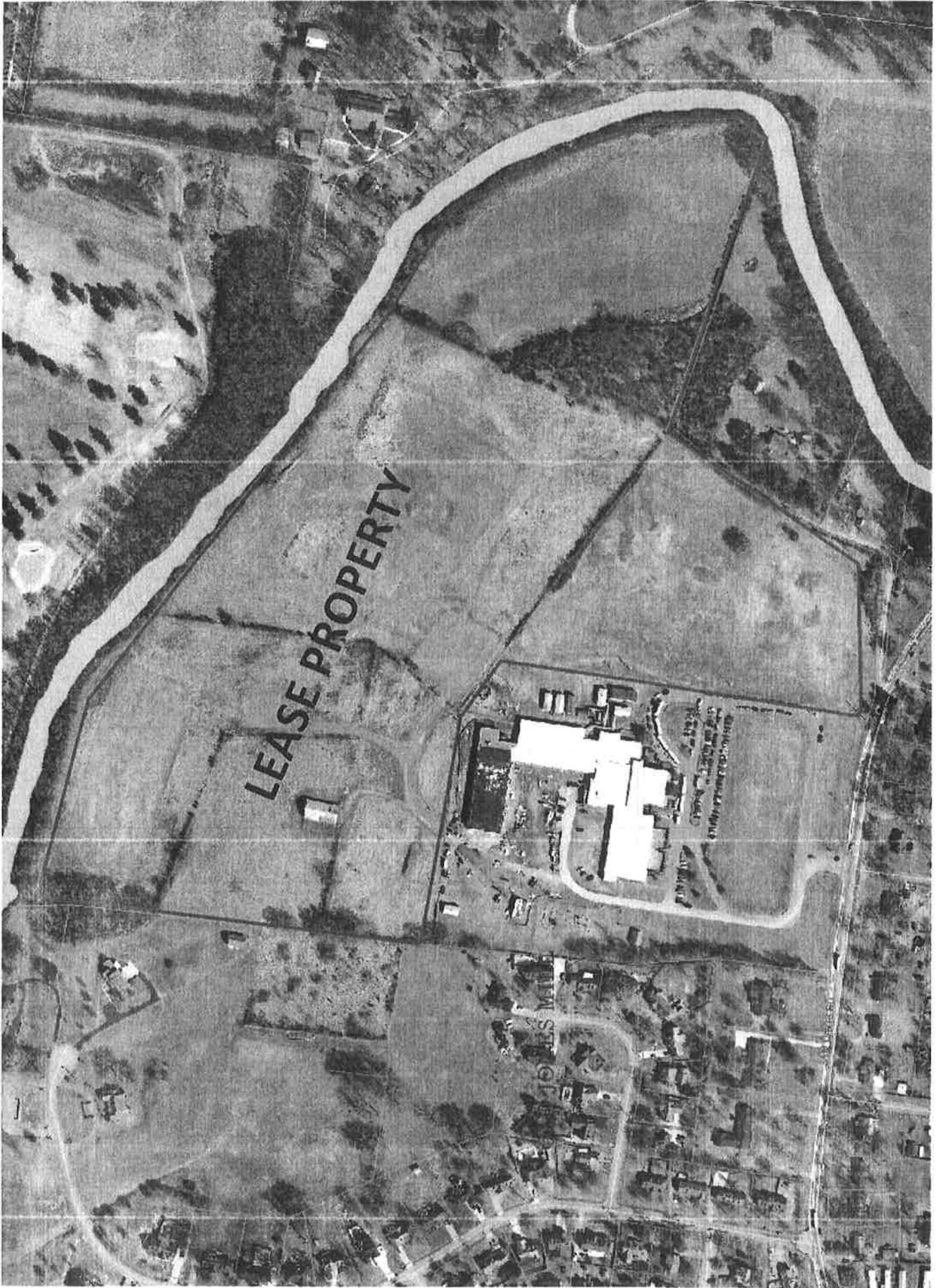
Town of Smyrna

By: _____

By: _____

Title: _____

Title: _____



CERTIFICATE OF INSURANCE

PRODUCER:	<i>Date: 6/28/2022</i>
CCMSI 565 Marriott Drive, Suite 800 Nashville, TN. 37214	<i>This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreements below.</i>
INSURED:	COVERAGE PROVIDED BY:
Town of Smyrna 315 South Lowry Street Smyrna, TN. 37167	Coverage Provider A: Princeton Excess Coverage Provider B: Coverage Provider C:

This is to certify that coverages listed below have been issued to the member named above for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded the the agreements described herein is subject to all the terms, exclusions, and conditions of such agreements.

PROVIDER	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	General Liability Excess Policy	TBD	7/1/2022	7/1/2023	\$5,000,000 per occurrence \$5,000,000 aggregate

DESCRIPTION OF OPERATIONS/SPECIAL ITEMS:

Use of school property in Smyrna TN. & use of gyms for recreation programs.

CERTIFICATE HOLDER

Rutherford County Board of Education
502 Memorial Blvd.
Murfreesboro, TN. 37130

CANCELLATION:

Should any of the above, described agreements be cancelled before the expiration date thereof, the issuing provider will endeavor to mail 30 days written notice to the certificate holder/additional insured to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the provider, its agents or representatives.

AUTHORIZED REPRESENTATIVE:

Janet Cook

Bid #3603 - Custodial Supplies and Equipment

Item #	Product	A-Z Office	American Paper and Twine	Central Poly Bag	Interboro Packaging	Kelsan	Pyramid School Products	Staples. Inc.	Tronex International	Unipak Corp.	Uweport LLC
Floor Care Materials											
1	Bonnet and Traffic Lane Carpet Cleaner	\$89.97	\$ 4.99								
2	Carpet Extraction Fluid		\$ 7.80			\$ 52.07					
3	19" Scrub-Strip Carpet Bonnet	\$31.97	\$ 21.87			\$ 39.57	\$ 20.99				
4	Defoam Concentrate	\$32.16	\$ 8.89			\$ 64.67					
5	Praters Court Marshall Athletic Floor Cleaner (Case of 4)		\$ 33.21								
6	Spray and Buff for LVT Floor: Diversey SNAPBACK or approved equal		\$ 7.95			\$ 57.15					
Buffing/Stripping Pads											
7	20" Natural Blend White Hog Hair 3300 (No Substitutes)		\$ 68.66			\$ 47.70		\$30.99			
8	20" Surface Preparation Pad, Maroon		\$ 53.25			\$ 67.06		\$77.79			
9	20" Red Buffing Pads	\$14.82	\$ 13.97			\$ 18.86		\$26.17			
10	20" Black Stripping Pads	\$14.82	\$ 13.97			\$ 18.86		\$27.99			
11	13" Black Stripping Pads	\$7.78	\$ 7.34			\$ 9.90		\$25.85			
12	13" White Polishing Pads	\$7.78	\$ 7.34			\$ 9.90		\$14.59			
13	13" Red Buffing Pads	\$7.78	\$ 7.34			\$ 9.90		\$14.59			
14	13" Single-Sided Clean & Shine Pad Scotch-Brite	\$60.97	\$ 45.78			\$ 63.72		\$43.81			
15	14" Scotch-Brite shine floor Pad (3M)	\$68.94	\$ 51.77			\$ 72.07					
16	27" Natural Blend Tan Hog Hair 3500 (No Substitutes)		\$ 59.75			\$ 93.61					
17	27" Natural Blend White Hog Hair 3300 (No Substitutes)		\$ 68.41					\$60.85			
18	6" x 10" Doodle Bug		\$ 7.97			\$ 20.68	\$ 12.99	\$8.64			
19	6" x 10" Doodle Bug 5' Handle		\$ 2.90			\$ 5.18	\$ 2.98				
20	6" x 10" Brown & Extra Heavy Black Doodle Bug Pads		\$ 38.93			\$ 46.94	\$ 0.71	\$1.52			
21	Red 3M pad/equivalent brushes		\$ 13.97								
Cleaner/Disinfectants											
22	Clorox Disinfectant Wipes 1 lb. canisters or equal	\$17.69	\$ 29.29				\$ 39.98	\$32.99			
23	Clorox® Clean-Up® Disinfectant Cleaner with Bleach	\$39.50	\$ 38.75			\$ 44.29	\$ 58.99	\$46.49			
24	Electronic/Keyboard Wipes	\$1.97	\$ 4.09								
25	Disinfectant Deodorant	\$31.20	\$ 21.45			\$ 72.79					
26	Dust Mop Treatment (Water Base)	\$49.97	\$ 26.55			\$ 115.87					
27	Furniture Polish (Lemon Scented)	\$38.67	\$ 33.51			\$ 50.59	\$ 39.95				
28	Pure Bright® Liquid Bleach	\$17.50	\$ 12.41			\$ 24.62		\$22.59			
29	Foam Hand Soap SC Johnson 1 liter Clear or Azure Foam soap, must fit SC Johnson dispenser 91628 (no substitute)	\$32.25	\$ 30.19			\$ 49.63					
Alt.	Gojo Purell FMX20 Handsoap (2 per case)	\$29.97	\$ 24.28								
30	Foam Hand Soap SC Johnson dispenser (for the above soap)	no charge	no charge			\$ 62.01					
31	Stainless Steel Cleaner (Oil Base)	\$64.13	\$ 35.47			\$ 36.78	\$ 35.95				
32	Tile & Grout Cleaner	\$34.56	\$ 22.69			\$ 44.43					
33	Vomit Absorbent	\$49.68	\$ 47.21			\$ 56.13	\$ 89.98				
34	Chewing Gum Remover		\$ 60.14				\$ 31.98	\$69.96			
35	Fantastik Max Mark/Vandalism Remover	\$44.74	\$ 47.37					\$28.72			
36	TruShot 2.0 Restroom Cleaner Concentrate 10 oz. Cartridge	\$29.26	\$ 30.55								
37	TruShot 2.0 Glass & Multi-Surface Cleaner Concentrate 10 oz. Cartridge	\$35.81	\$ 37.38								

Bid #3603 - Custodial Supplies and Equipment

38	TruShot 2.0 Multi Surface, Restroom & Disinfectant Cleaner, Concentrate, 10 oz. Cartridge	\$ 47.42	\$ 52.80									
39	TruShot 2.0 Power Cleaner and Degreaser Concentrate 10 oz. Cartridge	\$ 36.53	\$ 38.14									
40	TruShot 2.0 Trigger Dispenser 10 oz. Trigger	\$ 50.07	\$ 50.08									
41	Heavy Duty Neutral Floor Cleaner Concentrate 2 Liter Cartridge or equal	\$ 74.18	\$ 77.45									
42	Trufill Dispensing Head	\$ 637.57	\$ 665.60									
43	Hose Hook-up Kit - Standard - 3/4 in. diameter x 6 ft. or equal	\$ 315.54	\$ 329.42									
Paper Materials												
44	Multi-Fold towels (Brown)	\$ 16.82	\$ 20.41	\$ 24.00		\$ 24.24						
45	Single-Fold Towels (Brown)	\$ 18.93	\$ 23.04	\$ 23.88		\$ 17.55						
46	Toilet Tissue (2-ply 4 x 3.92 500 sheet rolls)	\$ 32.16	\$ 37.47	\$ 44.00		\$ 39.60						
47	Teri Reinforced Towels	\$*78.04	\$ 46.74			\$ 103.48	\$ 109.95					
Brooms/Mops												
48	Warehouse nylon Brooms	\$ 5.22	\$ 4.88				\$ 59.88					
49	Medium Swinger Loop Wet Mop Heads, Cotton, Green	\$ 4.00	\$ 6.56			\$ 71.33	\$ 6.99					
50	Large Swinger Loop Wet Mop Heads, Cotton, Blue	\$ 5.02	\$ 7.63			\$ 71.33	\$ 7.99					
51	Rubbermaid® Commercial Invader® Side-Gate Wet-Mop Handle	\$ 7.36	\$ 6.61			\$ 16.58	\$ 6.99					
52	Dust Mop Handles	\$ 8.88	\$ 8.75			\$ 8.06	\$ 71.88					
53	24 oz. Wet Mop Heads (Cotton, Saddle)	\$ 3.19	\$ 4.23			\$ 5.69	\$ 47.88					
54	12" Plastic Dust Pans	\$ 2.13	\$ 1.63			\$ 7.71	\$ 2.29					
55	Invader Fiberglass Side-Gate Wet-Mop Handle, x 54,		\$ 8.40			\$ 16.87	\$ 8.99					
Dust Mop Frames/Covers/Scrapers - No Substitutions and Dust Mop Covers must be washable not disposable.												
56	24 x 3 1/2 Dust Mop Frame	\$ 3.27	\$ 3.34			\$ 3.83	\$ 3.99					
57	36 x 3 1/2 Dust Mop Frame	\$ 4.70	\$ 3.96			\$ 3.77	\$ 5.99					
58	60 x 3 1/2 Dust Mop Frame	\$ 7.61	\$ 7.52			\$ 5.79	\$ 8.99					
59	24 x 3 1/2 Dust Mop Cover (cloth)	\$ 4.21	\$ 4.90			\$ 7.89	\$ 83.88					
60	36 x 3 1/2 Dust Mop Cover (cloth)	\$ 6.59	\$ 5.64				\$ 107.88					
61	60 x 3 1/2 Dust Mop Cover (cloth)		\$ 10.48				\$ 191.88					
62	Long Handle Floor Scrapers	\$ 17.36	\$ 12.88			\$ 20.56	\$ 10.99					
63	Replacement Scraper Blades	\$ 6.34	\$ 5.67			\$ 7.64	\$ 49.90					
Gloves												
64	Small Medical Exam Vinyl Gloves (Powder -Free)	\$ 32.50	\$ 23.20		\$26.40	\$ 107.91	\$ 49.80	\$36.14	\$ 28.75	\$34.50	\$29.40	
65	Medium Medical Exam Vinyl Gloves (Powder Free)	\$ 32.50	\$ 23.20		\$26.40	\$ 107.91	\$ 49.80	\$36.14	\$ 28.75	\$34.50	\$29.40	
66	Large Medical Exam Vinyl Gloves (Powder Free)	\$ 32.50	\$ 23.20		\$26.40	\$ 107.91	\$ 49.80	\$36.14	\$ 28.75	\$34.50	\$29.40	
67	X-Large Medical Exam Vinyl Gloves (Powder Free)	\$ 32.50	\$ 23.20		\$26.40	\$ 107.91	\$ 49.80	\$36.14	\$ 28.75	\$34.50	\$29.40	
Can Liners												
68	24 X 32 - .35 Mil 12-16 Gallon 1000 CS	\$ 31.57	\$ 30.64	\$ 24.00	\$35.34	\$ 25.26					\$27.50	
69	60 gal. Liners 38 x 58 (1.5 Mil) on Roll - 250 CS	\$ 26.73	\$ 23.32	\$ 29.00	\$57.34	\$ 28.51					\$20.20	
Trigger Sprayer/Bowl Mops												
70	32 oz. Trigger Sprayers	\$ 0.60	\$ 0.51			\$ 0.84	\$ 1.39	\$0.89				
71	Toilet Bowl Brush, 10" Handle, White	\$ 0.83	\$ 1.37			\$ 3.74		\$1.81				
Restroom Equipment												
72	Single-Fold Towel Cabinet	\$ 53.88	\$ 19.52				\$ 29.98					
73	Toilet Tissue Holder	\$ 11.71	\$ 9.71				\$ 8.99					
74	Instant Foam Complete Hand Sanitizer 400 ml Pump (IFC400ML)	\$ 33.31	\$ 35.27									

Bid #3603 - Custodial Supplies and Equipment

Bug Spray/Other Cleaners									
75	Wasp & Hornet Spray	\$ 54.58	\$ 48.48			\$ 81.67	\$ 46.98		
76	Head Lice Spray	\$ 55.51	\$ 45.16						
77	Roach and Ant Killer	\$ 50.82	\$ 54.07				\$ 44.98		
78	Pumice Hand Cleaner	\$ 33.88	\$ 35.87			\$ 75.17		\$14.11	
79	Ice Melt	\$ 10.42	\$ 16.75					\$13.44	
Cleaning Equipment									
80	Rubbermaid® Commercial WaveBrake® 2.0 Bucket/Wringer Combos	\$ 65.51	\$ 62.43			\$ 151.35	\$ 77.98	\$78.29	
81	Janitorial Carts	\$ 261.88	\$ 123.16			\$ 217.11	\$ 139.98	\$175.29	
82	Bag replacement for janitorial cart	\$ 64.61	\$ 25.99			\$ 69.94	\$ 28.99	\$46.99	
83	Commercial Vacuum Belts (Sanitare Vacuum SC679J)		\$ 0.70						
84	Commercial Vacuum Belts								
85	ErgoTec Squeegee, 12" Wide Blade, 4" Handle	\$ 16.56	\$ 21.76						
86	ErgoTec Replacement Squeegee Blades, 12" Wide Blade, 12/Pack	\$ 27.93	\$ 11.05						
87	Original Strip Washer with Green Nylon Handle,10" Wide Blade, 5.5"	\$ 13.87	\$ 18.52						
88	Replacement Strip Washer 10"	\$ 9.16	\$ 40.88						
89	Angled Lobby Broom, Poly Bristles, 35"	\$ 3.69	\$ 3.46				\$ 4.98	\$8.09	
90	Lobby Pro Upright Dustpan with Wheels		\$ 8.41			\$ 25.24	\$ 8.99	\$19.29	
91	Rubbermaid® 18" 5 1/2, Microfiber Finish Pad	\$ 17.57	\$ 10.82			\$ 20.88	\$ 65.34		
92	Rubbermaid® 18' Quick Connect Single-Sided Frame	\$ 15.92	\$ 12.40				\$ 11.99	\$20.99	
93	Rubbermaid® 58" Quick-Connect Handle	\$ 12.83	\$ 6.88				\$ 7.99	\$10.99	
94	Rubbermaid® Microfiber Floor Finishing System(Kit)	\$ 263.08	\$ 150.96			\$ 300.42	\$ 148.95		
95	44 gal. Brute Container	\$ 42.28	\$ 30.67			\$ 53.86	\$ 39.98	\$53.99	
96	22" Straight Floor Squeegee	\$ 8.08	\$ 5.74			\$ 8.30			
97	XL Paws Heavy Duty Rubber stripping Overshoes		\$ 32.67			\$ 33.86			
98	Large Paws Heavy Duty Rubber stripping Overshoes		\$ 32.67			\$ 33.86			
99	Medium Paws Heavy Duty Rubber stripping Overshoes		\$ 32.67			\$ 33.86			
100	44 gal. Brute Blue Recycle Container	\$ 67.68	\$ 30.67			\$ 73.24	\$ 39.98	\$65.13	
101	Brute Container Dollies	\$ 33.63	\$ 24.96			\$ 51.82	\$ 26.99	\$36.99	
102	Wet Floor Signs	\$ 8.89	\$ 7.52			\$ 20.35	\$ 7.89	\$11.49	
103	Rubbermaid 60" Wooden Handle	\$ 3.23	\$ 2.18			\$ 5.97	\$ 2.99		
104	Mr. Clean® Magic Eraser Extra Durable	\$ 44.41	\$ 43.20			\$ 33.87	\$ 46.99	\$44.93	
105	ProTeam 10 QT Intercept Micro Filter Vacuum Bag Replacement		\$ 15.30			\$ 19.28			
Sanitary Products									
106	Sanitary Napkin Receptacles	\$ 22.06	\$ 18.91			\$ 59.92	\$ 20.99	\$23.99	
107	Sanitary Receptacle Wax Bags	\$ 20.17	\$ 17.03			\$ 24.68	\$ 15.99	\$18.79	
Classroom Equipment									
108	13 qt Blue Recycle Waste Cans	\$ 7.71	\$ 3.90			\$ 8.11	\$ 4.29	\$5.99	
109	28 qt Classroom Waste Cans	\$ 6.11	\$ 4.41			\$ 8.75	\$ 4.89		
Other Products									
110	Fresh Products Tidal Wave Urinal Screen(All fragrance)	\$ 23.77	\$ 20.31			\$ 30.18	\$ 151.98		

Mailed to 36 vendors
26 vendors did not respond

Recommend: Motion to award to A-Z Office and American Paper and Twine for the overall lowest and bids as shown above. This is a correction to the tab sheet from the June 16, 2022 board meeting. American Paper and Twine was originally awarded the paper materials section in error.

To be funded through the Maintenance Department.

Bid #3608 - Floor Demo and Replacement (John Colemon Annex Cafeteria)

Item #	Bidders	Base Bid (Complete Job)
1	CanSon Construction Management	\$ 215,000.00
2	Orion Building Corporation	\$ 132,675.00
3	SPWC Construction	\$ 109,589.00

Mailed to 40 vendors
37 vendors did not respond

Recommend: Motion to approve to SPWC Construction for overall lowest and best bid.

To be funded from General Funds

**RFP #22-05
Bus Video Surveillance System**

Item #	Description	AngelTrax	Gatekeeper Systems USA	GHA Technologies	Safety Vision
	Brand/GB	AngelTrax	Gatekeeper	Verkada	Safety Vision
	Delivery Time of Equipment Only	8/2/2022	7/15/2022		15 days after PO
	Date of Installation of Wireless In Yard Infrastructure	8/10/2022	9/12/2022		TBD
	Date of Installation of Camera Systems	10/4/2022	1/11/2023		TBD
1A.	Gatekeeper G4-Y58 Assembly 8 Channel DVR(6 Analog + 2IP) with 500GB minimum Storage	\$ 760.72	\$ 824.34	See total below	\$ 1,085.00
1B.	Qty. 1/per bus Gatekeeper–CAMICAS31AHD Interior 720p AHD Camera with 2.8mm lens	\$ 123.61	\$ 108.99	See total below	\$ 89.00
1C.	Qty 3/per bus Gatekeeper–CAMICAWA11 Interior 720p AHD,160 Degree Wide Angle Camera	\$ 389.17	\$ 368.04	See total below	\$ 149.00
1D.	Qty 1/per bus Gatekeeper–CAMICAMTI252IP Interior 1080p IP camera 2mp -NO IR 4.0mm	\$ 114.76	\$ 113.92	See total below	\$ 119.00
1E.	Gatekeeper G4-TCR-DrvAlert Tri-Color LED driver alert button with 3 LED	included	\$ 48.20	See total below	\$ 39.00
1F.	Gatekeeper G4-GPS Antenna V2-GPS Active Antenna	\$ 50.43	\$ 13.36	See total below	included
1G.	Gatekeeper G4-DBWiFi Sales Kit-Antenna	included	\$ 83.44	See total below	\$ 563.00
2A.	Gatekeeper G4-Omni Directional Kit-5GHz	included	\$ 628.49	See total below	\$ 1,895.00
2B.	Gatekeeper G4-Flat Roof Mast Kit	included	\$ 262.69	See total below	\$ 195.00
2C.	Gatekeeper G4-Wall Mount Mast Kit	included	\$ 167.85	See total below	\$ 195.00
3A.	Installation of line items 1A-1G	\$ 425.00	\$ 730.00	See total below	\$ 525.00
3B.	Installation of Wireless In Yard Infrastructure	\$ 258,957.66	\$ 1,167.00	See total below	*TBD
	Total Job	\$ 982,492.51	\$ 847,665.00	\$ 4,282,246.73	Not complete
	Optional Wireless Cellular Modem (with Annual fee and Installation)	\$ 209,212.50	\$ 114,672.72	See total above	

Mailed to 45 vendors

*No price

41 vendors did not respond

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

To be funded from Transportation



2022-23

Rutherford County
Director of Schools
Performance Evaluation Instrument

Performance Evaluation Guidelines

1. An Annual evaluation of the Director of Schools shall take place in June.
2. The evaluation shall be based on the duties and responsibilities of the Director of Schools asset forth by the laws of the State of Tennessee and his contract.
3. The evaluation instrument utilized in this process shall be cooperatively developed by the Board and Director of Schools.
4. The evaluation rating scale to be used is as follows:
 - 5 – Significantly above expectations
 - 4 – Above expectations
 - 3 – At expectations
 - 2 – Below expectations
 - 1 – Significantly below expectations
5. A satisfactory score will be if the average overall score is 3.00 or above.
6. Weighted sectional averages will be:
 - Section I Qualitative:
 - Appendix A- Administrator Survey---25%
 - Appendix B- Board Observational Data---25%
 - Section II Quantitative:
 - Appendix C- Achievement of Board Goals/Strategic Plan---50%
7. Appendix A needs to be distributed to administrators in May in order to be completed and included in the written evaluation to Director of Schools in June.
8. Appendix B and C needs to be distributed to all board members in May in order to be completed and included in the written evaluation to Director of Schools in June.
9. The Board shall meet with the Director of Schools to discuss the evaluation results at the June board meeting. The evaluation shall include a recommendation for improvement in any areas where the Board deems the Director of School's performance to be unsatisfactory or in need of improvement.
10. The Director of Schools shall have the right to make a written or oral response to the evaluation.
11. A copy of the written evaluation shall be delivered to the Director of Schools two weeks prior to the June board meeting.

SECTION I – QUALITATIVE
 APPENDIX A – Administrator Survey

Administrator's Perceptions of Director's Performance	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
1. The director models good communication skills.					
2. The director is knowledgeable about the curriculum.					
3. The director ensures that funds are spent wisely.					
4. The director supports professional learning activities for teachers and administrators.					
5. The director maintains positive relationships with administrators.					
6. The director creates an atmosphere of trust and mutual respect throughout the district.					
7. The director enforces board policy in a fair and consistent manner.					
8. The director takes an active leadership role in the instructional improvement.					
9. The director evaluates my performance in a fair and consistent manner.					
10. The director interacts effectively with system employees.					
11. The director is accessible to administrators.					
12. The director develops good staff morale and loyalty to the system.					
13. The director works effectively with the school board.					
14. The director involves administrators as much as possible in decision-making.					
15. The director demonstrates a caring attitude.					

SECTION I – QUALITATIVE

APPENDIX B – Board Observational Data

Board Observational Data	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
BOARD RELATIONSHIPS					
1. Keeps all board members informed on issues, needs and operation of the school system, including employment, promotion, and dismissal of personnel.					
2. Has a harmonious relationship with the board.					
3. Maintains a high degree of understanding and respect between staff and the board.					
4. Interprets and executes the intent of board policy through the development of administrative procedures.					
5. Seeks and accepts constructive criticism of work from the board.					
6. Remains impartial toward the board, treating all board members alike.					
7. Refrains from criticism of members of the board.					
8. Goes immediately and directly to the board when he/she feels an honest, objective difference of opinion exists between him/her and any or all members of the board, in an earnest effort to resolve such difference immediately.					
Total Mean Score for Board Relationships					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
COMMUNITY RELATIONSHIPS					
1. Is an effective spokesperson for the school system.					
2. Models the highest professional standards to the community.					
3. Builds public support for school district.					
4. Develops cooperative relationships with the news media.					
5. Establishes partnerships with area businesses, institutions of higher education, and community groups to strengthen programs and support school district goals.					
6. Treats community equitably.					
7. Uses public resources and funds appropriately and wisely.					
8. Encourages parental involvement.					
Total Mean Score for Community Relationships					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
STAFF AND PERSONNEL RELATIONSHIPS					
1. Develops good staff morale and loyalty to the system.					
2. Treats all personnel fairly.					
3. Demonstrates use of system and staff evaluation data for personnel policies, decision-making, promotion of career growth and professional development.					
4. Recognizes staff for their professional achievements.					
5. Provides shared leadership and decision-making opportunities for staff that promotes a climate of collaboration and collegiality.					
Total Mean Score for Staff and Personnel Relationships					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
FACILITIES, FINANCE AND HUMAN RESOURCES					
1. Demonstrates knowledge of school facilities and develops a process that builds internal and public support for facility needs, including bond issues and capital improvement plans.					
2. Ensures the maintenance of school property and the safety of personnel and property.					
3. Meets and works collaboratively with the Board and appropriate staff to determine priorities for budgeting and the effective allocation of space and human resources.					
4. Provides accurate and timely reports to the board on the financial condition of the school system.					
5. Creates and maintains a safe, clean, and aesthetically pleasing environment at all schools.					
Total Mean Score for Facilities, Finance and Human Resources					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
VISION					
1. Works effectively with board, staff, and community to develop long-range strategic plans.					
2. Initiates communication and facilitates cooperation and collaboration among staff regarding the district's mission, curriculum and program initiatives.					
3. Keeps board and community informed of progress towards long-range goals.					
4. Clearly articulates system's vision, mission and priorities to community and media.					
5. Recognizes and celebrates the contributions of school community members to the realization of the vision.					
6. Uses relevant demographic data pertaining to students and their families in developing the school district mission and goals.					
Total Mean Score for Vision					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
STUDENT ACHIEVEMENT					
1. Develops, implements, promotes, and monitors continuous improvement in student achievement by using a variety of appropriate techniques.					
2. Applies effective methods of providing, monitoring, evaluating, and reporting student achievement.					
3. Establishes curriculum planning to anticipate occupational trends and school-to-career needs.					
4. Formulates plan to assess appropriate teaching methods and classroom management strategies for all learners.					
5. Works collaboratively with members of the staff in using student achievement data to determine relevant professional development opportunities					
6. Meets with principals regularly to provide feedback on goal achievement and to assess ongoing school improvement efforts.					
7. Identifies, clarifies, and addresses barriers to student learning.					
8. Recognizes and celebrates student accomplishments.					
Total Mean Score for Student Achievement					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
MANAGEMENT AND OPERATIONS					
1. Ensures that operational plans and procedures to achieve the vision and goals of the school district are in place.					
2. Confronts and resolves problems in a timely manner.					
3. Aligns financial, human, and material resources to the goals of school district.					
4. Identifies multiple points of view for problem solving situation and involves stakeholders in decisions affecting schools.					
5. Demonstrates professional and effective conflict resolution skills.					
6. Uses effective communication skills.					
7. Participates in professional learning that is aligned with strategic plan and enhances leadership skills.					
8. Promotes a climate of trust and teamwork within the district.					
9. Establishes procedures and practices for dealing with emergencies such as weather, threats to the school, student violence and trauma.					
Total Mean Score for Management and Operations					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
INTEGRITY, FAIRNESS AND ETHICS					
1. Examines personal and professional values to develop a personal and professional code of ethics that demonstrates personal integrity.					
2. Demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance.					
3. Serves as a role model.					
4. Accepts responsibility for school operations.					
5. Treats people fairly, equitably, and with dignity and respect.					
6. Exhibits multicultural and ethnic understanding and sensitivity.					
7. Recognizes and respects the legitimate authority of others.					
8. Applies laws and procedures fairly, wisely, and considerately.					
Total Mean Score for Integrity, Fairness and Ethics					

	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
POLITICAL/SOCIAL/CULTURAL CONTEXT					
1. Ensures that the environment in which schools operate is influenced on behalf of students and their families.					
2. Ensures that there is ongoing dialogue with representatives of diverse community groups.					
3. Promotes and expects a district-based climate of tolerance, acceptance, and civility.					
Total Mean Score for Political/Social/Cultural Context					

SECTION II – QUANTITATIVE

APPENDIX C – Achievement of Board Goals/Strategic Plan

Annual Objectives	5 - Significantly Above	4 - Above Expectation	3 - At Expectations	2 - Below Expectation	1 - Significantly Below
1. Chronic Absenteeism: All students in all grades reach AMO Target of 3.9.					
2. Chronic Absenteeism: Black/Hispanic/Native American in all grades reach AMO Target of 5.1.					
3. Chronic Absenteeism: Economically disadvantaged in all grades reach AMO Target of 7.9.					
4. Chronic Absenteeism: English learners with transitional 1-4 in all grades reach AMO Target of 4.6.					
5. Chronic Absenteeism: Students with disabilities in all grades reach AMO Target of 7.1.					
6. ELPA: All students in all grades reach AMO Target of 40.6.					
7. ELPA: Black/Hispanic/Native American in all grades reach AMO Target of 40.4.					
8. ELPA: Economically disadvantaged in all grades reach AMO Target of 36.8.					
9. ELPA: English learners in all grades reach AMO Target of 40.6.					
10. ELPA: Students with disabilities in all grades reach AMO Target of 21.8.					
11. Graduation Rate: All students in 9 th through 12 th grades reach AMO Target of 95.6.					
12. Graduation Rate: Black/Hispanic/Native American in 9 th through 12 th grade reach AMO Target of 93.4.					
13. Graduation Rate: Economically disadvantaged in 9 th through 12 th grade reach AMO Target of 91.3.					
14. Graduation Rate: English learners with transitional 1-4 in 9 th through 12 th grade reach AMO Target of 86.					
15. Graduation Rate: Students with disabilities in 9 th through 12 th grade reach AMO Target of 80.6.					
16. Success Rate: All students in 3 rd through 5 th grade reach AMO Target of 43.2.					

17. Success Rate: All students in 6 th through 8 th grade reach AMO Target of 40.3.					
18. Success Rate: All students in 9 th through 12 th grade reach AMO Target of 33.3.					
19. Success Rate: Black/Hispanic/Native American in 3 rd through 5 th grade reach AMO Target of 30.1.					
20. Success Rate: Black/Hispanic/Native American in 6 th through 8 th grade reach AMO Target of 29.6.					
21. Success Rate: Black/Hispanic/Native American in 9 th through 12 th grade reach AMO Target of 23.3.					
22. Success Rate: Economically disadvantaged in 3 rd through 5 th grade reach AMO Target of 28.4.					
23. Success Rate: Economically disadvantaged in 6 th through 8 th grade reach AMO Target of 24.3.					
24. Success Rate: Economically disadvantaged in 9 th through 12 th grade reach AMO Target of 20.9					
25. Success Rate: English learners with transitional 1-4 in 3 rd through 5 th grade reach AMO Target of 29.2.					
26. Success Rate: English learners with transitional 1-4 in 6 th through 8 th grade reach AMO Target of 22.2.					
27. Success Rate: English learners with transitional 1-4 in 9 th through 12 th grade reach AMO Target of 14.5.					
28. Success Rate: Students with disabilities in 3 rd through 5 th grade reach AMO Target of 15.5.					
29. Success Rate: Students with disabilities in 6 th through 8 th grade reach AMO Target of 16.9.					
30. Success Rate: Students with disabilities in 9 th through 12 th grade reach AMO Target of 13.4.					
31. Maintain teacher retention rate of 90% or higher.					
32. Enhance staffing funding formula to provide support for schools with largest number of at-risk students.					
33. Provide teacher leaders, instructional coaches, and curriculum leads to develop capacity of individual teachers, instructional teams, and PLCs.					
34. Increase effectiveness of district wide Professional Development framework by conducting a survey using the Likert scale.					
35. Collaborate between Instruction Department and lead teachers to provide each tested content area an aligned curriculum map and effective instructional resources.					
36. Develop parent focus groups for each grade band to receive feedback on areas of improvement.					

37. Enhance school staffing formula to provide support for school serving the largest number of students of need.					
38. Attain Level 3 or higher in school-wide growth composite in 80% of schools.					
39. Decrease number of teachers scoring a 1 for a single year growth score by 10%.					
40. Earn Exemplary district status.					
41. Increase number of students earning industry certification in CTE to 800 or more.					
42. Provide training for certified employees to support growing and diverse student population.					
43. Pursue recurring alternative revenue streams for operating and capital needs.					
44. Identify best practices and funding for cost reduction projects.					
45. Install payroll timekeeping system for all school system hourly classified employees to more accurately track employee time and give all school principals and managers real-time information on staff work times and overtime usage.					
46. Increase the ending fund balance of the school cafeteria fund to the equivalent of three months of operating expenditures to ensure adequate cash flow for ongoing cafeteria operations. Then utilize the additional funds for school cafeteria equipment upgrades and cafeteria redesigns.					
47. Replace roofs as identified in strategic plan timeline.					
48. Replace oldest HVAC units as identified in strategic plan timeline.					
49. Subcontract the removal, cleaning and replacement of HVAC units.					
50. Rekey buildings with multiple key systems to Primus/Blank exterior classroom doors as needed.					
51. Repair/replace outdated and unsafe equipment, bleachers and stadium.					
52. Bid and manage in-house, the system wide changeover to LED lighting.					
53. Add four-person HVAC filter crew to decrease maintenance issues.					
54. Hire one employee for each trade - Electrical, Plumbing, HVAC, Construction.					
55. Install submeters to monitor energy or access to existing meters through electric departments.					
56. Evaluate high energy schools to identify equipment that needs to be replaced.					

57. Decrease utility costs by developing methods to maximize energy savings.					
58. Identify additional equipment training for maintenance personnel.					
59. Replace two older fire alarm systems.					
60. Replace 1,000 teacher computers at each school site using the current Dell contract.					
61. Replace student laptops in all grade levels at the schools currently using the current Dell contract.					
62. Replace servers/storage equipment to handle growth of students, teachers and updated software.					
63. Replace two older phone switches in the school system.					
64. Replace out-of-date core networking equipment.					
65. Keep schools up to date with security cameras, digital video recorders, door access control, and other areas of school safety.					
66. Build a data center offsite to provide a secure and reliable location for backup of all vital data. This includes cabinets, data center cooling environment, and power backup.					
67. Provide additional outdoor security lighting at schools, including installation of LED lighting where needed.					
68. Conduct monthly District Threat Assessment team review of practices and cases, led by the Lead District Psychologist.					
69. Replace 350 two-way contractor owned busing radios to county owned radios using the Murfreesboro City trunking system.					
70. Replace 50 out-of-date bus video equipment units and three replacements units with Edulog Contract.					
71. Install 7 new bus GPS units and 3 replacements with Edulog Contract.					
72. Add 7 bus contracted routes to meet the transportation needs of growing student population.					

Director of Schools Overall Evaluation Score

Section I Qualitative:

Appendix A-Administrator Survey 25 % x _____ = _____

Appendix B-Board Observational Data 25 % x _____ = _____

Section II Quantitative:

Appendix C-Achievement of Board
Goals/Strategic Plan 50 % x _____ = _____

Overall Evaluation Score: _____

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-509796-1
Created Date: 5/12/2022

Prepared By: Lory Heron
Email: lory.heron@lexialearning.com

Quote To:
Rutherford Co School District
2240 Southpark Blvd
Murfreesboro, TN 37128 US

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

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2022	6/30/2023	1,750	Lexia Core5 Reading/PowerUp Literacy Student Subscription	\$30.00	\$52,500.00
7/1/2022	6/30/2023	1	Lexia Core5 Reading District Success Partnership - Platinum	\$12,900.00	\$12,900.00

Total Price \$65,400.00

Fax or email Purchase Orders with quote number Q-509796-1 to the following:

Attn: Lory Heron
Email: lory.heron@lexialearning.com
Fax: (978) 402-3621

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

TERMS AND CONDITIONS

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

TERM

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

ORDER PROCESS

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

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

ACCEPTANCE

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

CONTRACT BETWEEN
RUTHERFORD COUNTY SCHOOLS
AND
SPECIAL KIDS, INC.
FOR
SPEECH AND LANGUAGE, OCCUPATIONAL THERAPY, AND PHYSICAL
THERAPY SERVICES
FOR
2022-2023 SCHOOL YEAR

This contract is entered into on this ___ day of _____, 2022, by and between RUTHERFORD COUNTY SCHOOLS (“RCS”), a municipal school system of the State of Tennessee and SPECIAL KIDS, INC., a not-for-profit corporation of the State of Tennessee (“Contractor”).

1. Duties and Responsibilities of Contractor. Contractor agrees to provide speech and language therapy services, occupational therapy service, nursing services, and/or physical therapy service to identified students who qualify for such service as RCS students. Such duties consist of, but are not limited to, the following:
 - a. Contractor shall provide direct and/or consultative services to identified and eligible students; correspond with parents; maintain required documentation; prepare progress therapy and student progress;
 - b. Contractor shall not exceed ten (10) hours per week in providing such services without prior approval of the RCS Assigned Representative;
 - c. If special materials are required for a child to meet the child’s IEP goals regarding speech and language services, Contractor shall submit a list of such materials needed to the RCS Assigned representative;
 - d. Contractor shall assist with intervention strategies to streamline student needs; and
 - e. Contractor shall provide therapy service while each respective student’s school is in session. If Contractor is unable to provide services on a given day, the RCS Assigned Representative shall be notified in advance.
2. Duties and Responsibilities of RCS. RCS shall determine the children who are in need of services and provide a listing of such children to the Contractor as soon as possible after the beginning of the school year, or immediately upon eligibility determination, whichever comes first.
3. Term. This Contract shall not be effective until approved by the Director of Schools (and Board of Education, if necessary) and signed by all required parties. **The Contract will expire June 30, 2023.**
4. Payment to Contractor. RCS shall pay the contractor the rate of \$82.50 per therapy service, including speech-language therapy, physical therapy, or

occupational therapy for services rendered pursuant to this contract. RCS shall pay \$185.00 per day for nursing services. Contractor will bill fractional portions of the day for nursing services, including ¼ (one-fourth) day or (two hour) increments. Such payment shall be made within thirty (30) calendar days of receipt of invoice for services delivered.

5. Termination-Breach. In the event that any of the provisions of the Contract are violated by the Contractor, RCS may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor such violation or delay shall cease the satisfactory arrangement for correction be made. RCS may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to RCS for damages sustained by virtue of any breach by Contractor.
6. Termination-Funding. Should funding for the services be discontinued, RCS shall have the right to terminate the Contract immediately upon written notice to the Contractor.
7. Termination-Notice. Either party may terminate this Contract at any time upon thirty (30) days written notice to the other. In the event of termination by RCS, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
8. Compliance with the Laws. Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
9. Notices.
 - a. Notices to RCS, including but not limited to, notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the attention of RCS Assigned Representative, at the location of: Rutherford County Schools, 2240 Southpark Drive, Murfreesboro, TN 37128
 - b. Notices to Contractor shall be mailed or hand delivered to: Special Kids, Inc. 2132 East Main Street, Murfreesboro, TN 37130.
10. Maintenance of Records. Contractor shall maintain documentation of all charges associated with services provided pursuant to this Contract. The books, records and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by RCS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
11. Modification of Contract. This Contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendments, the approval of the Board of Education may be required. Minor Modifications to the Contract may be approved by the Director of Schools.

12. Partnership/joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of Principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
13. Waiver. No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. Employment. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. Non-Discrimination. It is the policy of RCS not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy.
16. Indemnification and Hold Harmless. To the extent allowed by law, contractor shall indemnify and hold harmless RCS, its officers, agents and employees from:
 - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or employees, and/or agents, including its sub or independent Contractors, in connection with the performance of the Contractor, and,
 - b. Any claims, damages, penalties, costs and attorney's fees arising from any failure of Contractor, its officers, employees, and/or agents, including its sub or independent Contractors, to observe applicable laws, including but not limited to, labor laws and minimum wage laws.

Contractor shall pay RCS any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

17. Insurance. The Contractor must maintain commercial general liability insurance for bodily injury and property damage (minimum \$1000,00). All such policies shall list RCS as an additional insured. A certificate of insurance to this effect and the additional insured endorsement must be presented to RCS. Contractor must notify RCS if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
18. Assignment-Consent Required. The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of the money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of the

Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of RCS. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT ***MUST*** BE SENT TO THE ATTENTION OF THE RCS ASSIGNED REPRESENTATIVE, LOCATED AT: Rutherford County Schools, 2240 Southpark Drive, Murfreesboro, TN 37128.

19. Entire Contract. This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and supersedes any and all prior or contemporaneous, written, or oral negotiations, correspondences, understandings and arrangements, between the parties respecting the subject matter of this Contract. No supplemental, modification, or amendment to this Contract shall be binding unless evidenced by a writing signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
20. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
21. Governing Law. The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the state of Tennessee. Tennessee law shall govern regardless of any language in any attachment of other document that the Contractor may provide.
22. Venue. Any action between the parties arising from this arrangement shall be maintained in the courts of Rutherford County, Tennessee.
23. Confidentiality of Records. All educational records created, disclosed, or maintained pursuant to the terms of this Contract are confidential and shall be created, disclosed, and maintained pursuant to the provisions of the Family Educational Right Act, also known as FERPA (20 U. S. C. §1232g), its regulations and Board Policy.
24. Background Checks. Contractor shall comply with Tennessee Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all Contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
25. Severability. Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

26. Notices. Any notice to Contractor from RCS relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

- a. Notice to RCS shall be sent to:
Department: Rutherford County Schools
Attention: Kate Kasuboski
Address: 2240 Southpark Drive
Murfreesboro, TN 37128

Notices to Contractor shall be sent to:
Department: Special Kids
Attention: Chris Truelove
Address: 2132 East Main Street
Murfreesboro, TN 37130

27. Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the director of schools. When it has been so signed, this Contract shall be effective as of the date first written above.

RUTHERFORD COUNTY SCHOOLS

SPECIAL KIDS, INC.

James Sullivan, Director of schools
Director

Chris Truelove, Executive

RUTHERFORD COUNTY SCHOOLS

Tiffany Johnson, Chairman of the Board

APPROVED AS TO FORM:

Staff Attorney

**RUTHERFORD COUNTY BOARD OF EDUCATION
JOB DESCRIPTION**

JOB TITLE: Special Education Coach
TERMS OF EMPLOYMENT: Eleven Months
IMMEDIATE SUPERVISOR: Special Education Supervisor

POSITION DESCRIPTION:

The Special Education Coach under the general direction of the Special Education Supervisor:

- Will assist school teams, including administration, teachers, para professionals, and other Special Education service providers develop and plan special education programs, services, and supports specifically designed to address the individual needs of students with disabilities in accordance with Federal and State regulations.
- Will provide training and support to school teams and other stakeholders about Special Education related topics and will provide direct communication and support to school level teams regarding updates in policies, procedures, and guidance.
- Will have 5 or more years of experience in special education, possess above average understanding of special education law, eligibility, services, procedures, parental rights, and unique learning needs of students with various disabilities.
- Will have understanding of a variety of evidence based teaching methods, and proven research based intervention techniques and strategies to address the learning needs of students with disabilities, and will make recommendations to teachers and administrators who are at various stages in their professional development to assist in the advancement of providing effective and equitable learning opportunities.
- Will be able to collect, review, analyze, and interpret relevant and important student, school, district, and state data to inform procedural and instructional strategies and decisions. Examples include behavior data, financial data, school-wide data, and student data such as attendance, discipline, and educational performance.
- Will have the ability to use tools, programs, and other district resources to support special education teams in making appropriate data based decisions for students with disabilities, including training and support on how to write instructionally appropriate Individual Education Plans (IEPs).
- Will possess excellent verbal and written communication skills, including the ability to effectively communicate with a variety of audiences and stakeholders, and have the ability to work successfully both independently and within a team. This includes participating and engaging others in the problem-solving process,

employing respectful and ethical work habits for group projects and activities, participating in ongoing professional development, active participation in departmental meetings, planning, and group work, and the ability to receive and share constructive feedback from teammates and supervisors.

ESSENTIAL DUTIES:

- Meet with school personnel (principals, teachers, related service providers) to assist in developing appropriate programs, and to assist with planning for implementation of appropriate programs and services for students with disabilities.
- Provide support and serve as a resource for teachers and administrators to develop and revise school based services and supports,
- Provide support, and serve as a resource for teachers and para professionals in identifying appropriate supports, interventions, and strategies, including appropriate classroom structure.
- Participate in the Professional Learning Communities at the school and district levels.
- Serve as a consultant in the selection of appropriate instructional materials, supplies, and equipment.
- Assist in planning and providing staff development for general and special education teachers, administrators and staff regarding Special Education policies and procedures, curriculum, instructional techniques and strategies, and other issues relevant to identifying and serving students with disabilities.
- Provide support for district and state compliance through on-going monitoring of data around IEP development and implementation, with special attention to adherence to timelines, as well as other key Special Education policies and procedures.
- Collect, analyze, interpret, and explain data from various sources to assist school teams in making data driven decisions for students.
- Attend IEP meetings as needed, particularly those that have the potential for litigation, or the obligation of funds or services not available within the school or the school system.
- Serve as a bridge between the school team, including the administrators, teachers, para professionals, and other service providers, and Central Office in gathering and disseminating information pertaining to the operation and/or funding of the Special Education program.
- Assist in completing periodic Special Education reports required by the Tennessee Department of Education.
- Complete and maintain all records pertinent to the performance of assigned responsibilities and duties in a timely and efficient manner.
- Maintain a daily calendar of activities carried out in the performance of assigned responsibilities and duties.
- Move about the school system and community during school hours as needed, in the performance of assigned responsibilities and duties.
- Become knowledgeable of and assist in upholding and enforcing school rules, board policies, and administrative regulations.
- Have knowledge of and be able to communicate key points of the state initiatives, such as RTI2 implementation, as they relate to special education eligibility, services, and supports.
- Engage in regular opportunities for professional development and growth, including networking with other professionals and community partners, as

authorized by the Coordinator of Special Education and/or Special Education Supervisor.

- Assume full responsibility for maintaining professional endorsements, licensure, professional development and in-service, etc. required for employment in the position.
- Be available for job-related activities outside the instructional day upon the reasonable request of student, parent, teacher, etc., and/or direction of the Supervisor or Coordinator of Special Education.
- Perform other job-related duties as assigned by the Supervisor or Coordinator of Special Education.

QUALIFICATIONS:

- Must meet all health, physical and background-check requirements.
- Hold a current Tennessee Teaching Certificate in at least one area of Special Education.
- Have a minimum of 5 years successful teaching and/or other related work experience in Special Education working with students 3 to 22 years of age.
- Possess strong Interpersonal skills including the ability to work effectively with a wide range of stakeholders (i.e., students, school administrators, teachers, other professionals in the school and community, support staff, parents, etc.)
- Ability to carry out responsibilities with limited direct supervision.
- Ability to work effectively under pressure and handle multiple tasks efficiently and effectively.
- Strong problem-solving skills.
- Understanding of the IEP development process, including the rights of parents as they relate to special education processes.
- Broad knowledge and demonstrated proficiency in the application of Special Education law, including rules and regulations pertaining to referral, identification and placement, and other procedures as they relate to serving and supporting students with disabilities.
- Possess knowledge and understanding of the use of a wide range of curriculum, teaching strategies, and instructional materials appropriate for students with disabilities.
- Strong written and verbal presentation skills.
- Possess sufficient computer skills necessary to maintain records and complete required documents and other paperwork related to the position.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board of Education's policy on Evaluation of Professional Personnel.



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

ADMINISTRATIVE AND CLINICAL SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made on this ___ day of _____, 2022, by and between Rutherford County Schools (hereinafter known as "School District") with its principal office at 2240 Southpark Drive, Murfreesboro, TN, 37128, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principal office in Chattanooga, TN, 37421.

WITNESSETH

WHEREAS, the Centers for Medicare and Medicaid Services letter to State Medicaid Directors, SMD#14-006, dated December 15, 2014, states that Medicaid reimbursement is available for covered services that are provided to Medicaid beneficiaries regardless of whether there is any charge for the service to the beneficiary or the community at large;

WHEREAS, the School District desires that the Contractor provide billing and related administrative services in connection with healthcare services provided to School District students who are TennCare enrollees;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, SCHOOL DISTRICT and Contractor hereby agree as follows:

1. **Term.** The term of this Agreement shall be from July 1, 2022, through June 30, 2023.

2. **Administrative Services.**

(a) Contractor shall provide the following services to SCHOOL DISTRICT during the term of this Agreement (the "Administrative Services"):

- On behalf of School District, Contractor shall prepare and submit to appropriate Managed Care Organizations (as defined under TennCare) all claims for identified eligible healthcare services that are provided to TennCare Eligible School District Students either by service providers who are directly employed by School District

("School District Providers") or who have a current contract with Board of Education ("Contract Providers").

- Assist in credentialing of eligible providers on behalf of the School District. To be eligible for claiming, nursing services must be performed under the supervision and order of a Physician, a Physician's Assistant, or a Nurse Practitioner. Claims for nursing services will be submitted using the credentials and provider number for the supervising Physician, Physician's Assistant, or Nurse Practitioner.
- Ensure that all consents and physicians' orders on behalf of the TennCare Eligible SCHOOL DISTRICT Students are in place in order for Contractor to bill for services provided thereto.
- Assist in obtaining all billing numbers and credentials required for the School District to receive Medicaid payments.
- Train SCHOOL DISTRICT PROVIDERS and CONTRACT PROVIDERS as needed on documentation and clinical requirements related to school-based healthcare services submitted for Medicaid reimbursement.
- Review and assist SCHOOL DISTRICT in the identification of appropriate notices and consents required to be provided students (or their parents or legal guardians) under applicable state and federal laws.
- Perform quality assurance reviews related to compliance with State and Federal regulations with results available to SCHOOL DISTRICT.
- Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT PROVIDERS or CONTRACT PROVIDERS having dates of service on or prior to the Termination Date (the "Pre-Termination Charges"). This option shall conclusively be deemed to have been exercised by Contractor unless Contractor notifies SCHOOL DISTRICT on or prior to the Termination Date that it has elected not to exercise this option. If Contractor exercises such option, Contractor shall bill exclusively for all Pre-Termination Charges and provide standard reports in connection therewith for a period of up to one hundred twenty (120) days following the Termination Date (the "Post-Termination Period"). Contractor shall have the right to reduce the duration of the Post-Termination Period at any time by providing written notice to SCHOOL DISTRICT specifying

the shorter Post-Termination Period. Contractor shall continue to receive its monthly Administrative Services Fee on all Pre-Termination Charges collected during the Post-Termination Period. Upon expiration of the Post-termination Period, Contractor shall cease providing the Post-Termination Services to SCHOOL DISTRICT.

(b) The parties agree to work together in good faith to address issues arising under applicable state and federal laws, policies, procedures and requirements pertaining to the Administrative Services, so that the Administrative Services shall be structured and performed in accordance with such laws.

(c) All revenue and income resulting from the Administrative Services hereunder shall belong to and accrue to the benefit of School District, unless otherwise agreed by the parties. The parties shall work together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(d) During the term of this Agreement, School District will not use the services of any other billing or claims processing companies for the purpose of submitting claims for services performed by School District Providers or Contract Providers for TennCare Eligible School District Students.

3. Clinical Services.

(a) To the extent that is necessary to facilitate submission of claims for eligible services, Contractor shall provide Clinical Services for the purpose of providing oversight for nursing services for identified students provided by School District healthcare workers and will serve as the billing entity for the nursing services. When these services are performed by a Physician's Assistant or Advanced Nurse Practitioner, Contractor will provide required physician oversight of the services according to Tennessee State laws. Subject to the terms of this Agreement, the time of performance of the Services shall be as mutually agreed upon by Contractor and School District. Contractor will follow established program protocols agreed upon by all parties.

(b) Contractor represents and warrants that s/he possesses all licenses and qualifications necessary to perform the Supervision Services and agrees to maintain (at his/her expense) such licenses and qualifications, and to conduct himself in accordance with the ethics and standards of the AANP, AAPA and AMA and all applicable rules and regulations according to the applicable health licensure for performance of the Services throughout the term of this Agreement.

(c) School District is prohibited from hiring or causing to be hired any person associated with the Contractor without the expressed written consent of the Contractor for a period of one year from the cessation of this contract or the cessation of working relationship of said person with Contractor.

4. Compensation.

(a) In consideration for the Administrative Services and Clinical Services provided by Contractor, SCHOOL DISTRICT agrees to pay Contractor a Fee for Administrative Services equal to twenty percent (20%) of total revenues received in connection with services provided to Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT Providers or CONTRACTED Providers and billed by Contractor. If Clinical services are not needed, then the Fee for Administrative Services will be reduced by five percent (5%).

(b) Contractor will provide regular reports to SCHOOL DISTRICT of revenue received by Contractor as a result of services performed by school nurses. This revenue will be distributed monthly by Contractor to School District. The Fee for Administrative Services will be deducted from this disbursement. If revenue is received by School District directly from insurance companies, then Contractor shall invoice SCHOOL DISTRICT on a monthly basis for the Fees under this Agreement, and SCHOOL DISTRICT shall be responsible for paying all Fees within thirty (30) days of receipt of Contractor's invoice therefor.

(c) The parties represent and warrant to the other that all compensation payable to Contractor by SCHOOL DISTRICT hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

5. FERPA Compliance. SCHOOL DISTRICT and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with SCHOOL DISTRICT as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract (See Attachment).

6. **SCHOOL DISTRICT RESPONSIBILITIES.**

(a) SCHOOL DISTRICT agrees to provide or cause to be provided to Contractor timely, accurate, complete and up-to-date information required by Contractor to perform the Administrative Services and the Clinical Services, which information may include without limitation demographic, charge, diagnosis, patient or treatment related information. SCHOOL DISTRICT represents and warrants that all clinical documentation provided to Contractor will be true, accurate, complete and up-to-date at the time of provision. SCHOOL DISTRICT will notify Contractor when it becomes aware that any inaccurate or incomplete information has been supplied to Contractor, including but not limited to errors that may affect CPT codes or ICD-10 codes or their equivalents. SCHOOL DISTRICT shall notify Contractor promptly of all non-chargeable patient visits or services.

(b) SCHOOL DISTRICT represents and warrants that the SCHOOL DISTRICT Healthcare Providers and Contract Providers will perform their services in accordance with standards adopted by the governing bodies of their specialty and that such services are and will be medically necessary, usual, customary and reasonable.

(c) SCHOOL DISTRICT acknowledges that the timing and amount of collections generated by the Administrative Services are subject to numerous variables, and that SCHOOL DISTRICT's failure to comply with the requirements of this Agreement may materially interfere with the Administrative Services. SCHOOL DISTRICT additionally acknowledges that Contractor's ability to perform the Administrative Services may be affected by the inability or failure of third party payors beyond the control of Contractor to accurately process data, complete provider enrollment or credentialing on a timely basis, or adopt systems to comply with requirements imposed by federal or state laws.

(d) If Contractor exercises its option to perform Post-Termination Services, then SCHOOL DISTRICT shall ensure that it provides to Contractor all data and back-up information pertaining to the Pre-Termination Charges promptly after receipt thereof. The parties acknowledge that Contractor cannot properly provide the Post-Termination Services without such data and information. If SCHOOL DISTRICT fails to comply with its obligations under this Section, SCHOOL DISTRICT agrees that it shall release and hold Contractor harmless from any claims, losses or damages relating to or arising from Contractor's performance of the Post-Termination Services.

7. **Professional Liability Insurance.** Contractor will provide proof of insurance with coverage and limits satisfactory to SCHOOL DISTRICT's Office of Risk Management.

8. Acknowledgments.

(a) Contractor and SCHOOL DISTRICT acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between SCHOOL DISTRICT and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and SCHOOL DISTRICT acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and SCHOOL DISTRICT acknowledge and agree that they have had a sufficient opportunity to review the terms of this Agreement.

(c) Contractor and SCHOOL DISTRICT acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers, employees or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

9. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, public health emergency, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

10. Tax Liabilities. All taxes applicable to any amounts paid by SCHOOL DISTRICT to Contractor under this Agreement shall be Contractor's liability and SCHOOL DISTRICT shall not withhold or pay any amounts for federal, state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by SCHOOL DISTRICT, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, SCHOOL DISTRICT shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible SCHOOL

DISTRICT Students by SCHOOL DISTRICT Providers and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

11. Preservation of Records. Contractor and SCHOOL DISTRICT agree that they shall cause the healthcare records generated in connection with the services of the SCHOOL DISTRICT Providers and Contract Providers to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and SCHOOL DISTRICT shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

12. Notices. Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

13. Change Of Circumstances. In the event (i) Medicaid, TennCare, any applicable third-party payer or any federal, state or local legislative or regulatory authority establishes or has any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change or has an adverse effect in the method or amount of reimbursement or payment for the use of or services provided to Eligible School District Students by School District Providers and submitted to Managed Care Organizations by Contractor as a part of the Administrative Services, (ii) any or all of such payers/authorities establishes any law, rule, regulation, policy, procedure or interpretation thereof which establishes or creates a substantial risk of violation of any federal, state or local anti-fraud and abuse law, or (iii) any or all of such payers/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party affected by any such change in circumstances or adverse effect, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such

negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

14. **Governing Law.** This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state.

15. **Severability.** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

16. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

17. **Assignment.** Contractor shall not assign this Agreement to any other party or parties without the prior written consent of School District.

18. **Headings.** The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

19. **Counterparts.** This Agreement may be executed in two counterparts, both of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below.

SCHOOL DISTRICT

Stellar Therapy Services, LLC

Director of Schools

Melissa Christopher, Owner

Address for Notices:

PO Box 8114
Chattanooga, TN 37414

ATTACHMENT
**Authorization and Acknowledgement
of Compliance of Privacy Laws**

Whereas, SCHOOL DISTRICT has contracted with Stellar Therapy Services, LLC, for the provision of administrative and billing services related to certain healthcare services described within the contract;
Whereas, the above referenced contract may require the disclosure by the SCHOOL DISTRICT to Stellar Therapy Services, LLC, of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA);
Whereas, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of SCHOOL DISTRICT and local educational authorities in connection with an audit or evaluation of Federal or state supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the SCHOOL DISTRICT and STELLAR THERAPY SERVICES, LLC, hereby agree as follows:

1. STELLAR THERAPY SERVICES, LLC, is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender and Enrollment Record.
2. STELLAR THERAPY SERVICES, LLC, as authorized representative of SCHOOL DISTRICT for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with SCHOOL DISTRICT.
3. STELLAR THERAPY SERVICES, LLC, agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

SCHOOL DISTRICT REPRESENTATIVE

Date

Stellar Therapy Services, LLC

Date

Acro Service Corporation:

The Human Resource Department would like to utilize the Recruitment Staffing Service awarded to ACRO Service Corporation from the Omnia Contract #16111. Acro will bill a participating public agency a permanent hire services fee equivalent to 16% of the starting annual salary (including guaranteed compensation of any kind, but excluding variable compensation, e.g., performance based bonuses) at which the applicant recruited by Acro or its associate vendors is hired by the participating public agency. For purposes hereof, annual salary shall be defined as: hourly pay rate x 2080, or weekly pay rate x 52, or monthly pay rate x 12. We will only be charged for their services if or when we hire any applicants that they sent to us.

Recommended Approval---motion to approve the recruitment services of Acro Service Corporation through General Purpose funds for the 2022-2023 school year.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Accounting Supervisor

Terms of Employment: 12 Month Classified Exempt

Reports To: Assistant Superintendent Budget and Finance

POSITION DESCRIPTION:

The Accounting Supervisor is responsible for daily supervision of both the accounting staff and the accounting function. This staff member trains staff and uses his/her accounting knowledge to assist and support staff in the more complex accounting issues that arise. The individual assists Assistant Superintendent of Budget and Finance as needed with special projects, budgets, reports, and analyses. The staff member comprehends how federal, state, and local funds are allocated and the spending guidelines associated with these grants.

ESSENTIAL DUTIES:

1. Supervisory
 - a. Daily supervision of accounting staff and coordination of staff workload
 - b. Technical support for accounting staff
 - c. Review financial reports to ensure reasonableness, accuracy, and compliance with various governmental requirements
 - d. Interview prospective employees, including school bookkeepers, to assess their abilities for the job opening
 - e. Train new employees

 2. Accounting
 - a. Analyze and review of financial data to maintain accurate accounting records
 - b. Ensure that the system's reporting is in accordance with the policies, procedures, and reporting requirements of various federal, state and private agencies
 - c. Understand and comprehend federal grant requirements in order to assist Federal Accountant with the daily operations and continuous monitoring of federal grants and funds
-

Essential Duties: (Cont.)

- d. Report final expenditures of state and federal grants in ePlan
- e. Analyze special fund expenditures and transactions
- f. Assist assistant superintendent of budget and finance as needed
- g. Assist in the preparation and modification of the fiscal budget
- h. Understand and utilize TN Comptroller County Uniform Chart of Accounts
- i. Approve expenditures and purchase orders to ensure compliance with purchasing and accounting procedures
- j. Direct and supervise fiscal year-end closing with accounting, other departments, and the Rutherford County Finance Department
- k. Other duties as required

QUALIFICATIONS:

- Bachelor's Degree in accounting or Finance with 5 progressive years of governmental accounting experience;
or
- Associate Degree with at least 20 years of governmental accounting experience
- CGFM or CCFO designation preferred

Demonstrated knowledge and Abilities

- Good communication skills
- Experience in supervising staff
- Ability to handle multiple tasks under pressure and meet deadlines
- Computer skill and ability to use Microsoft Excel or a similar spreadsheet program



RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Educator Preparation Provider Coordinator

Term of Employment: 260 Days

Immediate Supervisor: Assistant Superintendent for Curriculum and Instruction

POSITION DESCRIPTION:

- The Educator Preparation Provider (EPP) Coordinator will, under the direction and supervision of the Assistant Superintendent of Curriculum and Instruction, administer and coordinate a comprehensive educator preparation program for job-embedded teachers in Rutherford County Schools and nearby counties.
 - Provide leadership and apply a framework for the licensure process for job-embedded teachers to receive their initial practitioner license and advance to their professional license. The coordinator will support job-embedded teacher participants, EPP faculty, and school administrators to establish and implement education, training, and experience requirements to promote student success.
 - The coordinator will oversee continued implementation and expansion efforts for the RCS Educator Preparation Provider program.
-

ESSENTIAL DUTIES:

- Facilitate and monitor a comprehensive educator preparation program in the secondary schools in Rutherford County. Oversee the EPP faculty teaching the various content cohorts.
- Maintain a close working relationship with Human Resources departments in RCS and nearby counties to facilitate initial licensing and licensure advancement for job-embedded teachers enrolled in the RCS EPP while ensuring accurate licensing requirements are followed.
- Complete necessary federal, state, and local reports and budget documents in a timely manner.

- Maintain a close working relationship with RCS Curriculum and Instruction personnel to supplement the EPP curricula with professional development from secondary and middle level specialists and coordinators to ensure job-embedded participants receive a rich, well-rounded learning experience.
- Monitor and coach new practitioner licensed job-embedded teachers through the licensure process while ensuring they are teaching robust and rigorous coursework to their students.
- Lead EPP steering committee meetings consisting of EPP faculty, RCS Human Resources and Curriculum and Instruction personnel, and appropriate personnel from partnering counties to discuss concerns, projects, and partnerships that would ensure continued success and improvement to meet the needs of all stakeholders.
- Maintain up-to-date programs of study, national standards, and research information on educator preparation initiatives, and works in progress. Disseminate the information to the appropriate personnel.
- Facilitate professional development sessions and in-services for EPP faculty, clinical educator mentors, instructional coaches, teachers, and administrators as determined by a needs assessment, current trends, and new policies and procedures.
- Carry out any additional assignments, duties, and responsibilities as directed by the Assistant Superintendent of Curriculum and Instruction.

QUALIFICATIONS:

- Master's Degree or higher in Curriculum & Instruction, K-12 Administration, or Education is required. Hold a current Tennessee license with any Secondary Education endorsement.
- Have a broad understanding of the structure and policies of the RCS EPP program and state licensing requirements.
- Have experience teaching adult learners.
- Meet health, physical and background check requirements.

EVALUATION:

Conducted by the Assistant Superintendent of Curriculum and Instruction in accordance with the Rutherford County Board of Education policy on evaluation of certified personnel.

Signing Bonus Incentive for Hard to Staff Subject Area

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

Criteria:

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

Qualifying Endorsement Codes:

Math: 013, 122, 125, 413

Physics: 017, 129, 214, 414, 417

Chemistry: 016, 127, 212, 416

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

ESL: 301, 490

Special Education: 063, 064, 065, 066, 067, 068, 069, 089, 105, 108, 144, 145, 190, 191, 193, 194, 195, 196, 197, 198, 199, 200, 458, 459, 460, 461, 462, 463, 464, 465, 466, 468, 469, 489, 498 and other equivalent special education endorsements.

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

Student Teachers:

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

Incentive Locations:

For the 2022-2023 school year, all current and new certified staff at La Vergne Middle School and La Vergne High School will receive a \$4,000 incentive.



Services Order Form

Order #: Q-233959-1
Date: 2022-05-27
Offer Valid Through: 2022-06-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Rutherford County

Address: 2240 Southpark Drive
City: Murfreesboro
State/Province: Tennessee
Zip/Postal Code: 37128
Country: United States

Order Information

Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Primary Contact

Name:
Email:
Phone:

Name: KEVIN WHITTINGTON
Email: whittingtonk@rcschools.net
Phone: +1 615 893 5812

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Table with 7 columns: Description, Start Date, End Date, Metric, Qty, Price, Amount. Includes rows for various assessment and subscription items, a sub-total, and a Year 1 Total. Grand Total: USD 751,050.00

Package Information

Included in your Item Bank - Navigate All 4 Subjects & CASE Bundle:

Dellverable	Description	Expiration
CASE Item Bank		N/A
Navigate Item Bank for ELA, Math, Science & Social Studies Subscription	Navigate Item Bank subscription for ELA, Math, Science and Social Studies featuring learning standards alignments for all 50 States, D.C., Common Core and Next Generation Science Standards.	

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Mastery View Predictive Assessments - Grade Levels	CASE Assessments for the State Tested Subject Areas.
Mastery Item Bank - Supplemental	Annual Subscription for CASE Item Bank
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	Annual Subscription for CASE+Navigate Item Banks

Elementary Assessment Order Detail				
Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	Yes	2	Paper-Pencil and MasteryConnect	1;2;3;4;5
Math	Yes	2	Paper-Pencil and MasteryConnect	1;2;3;4;5
Science	Yes	2	Online - MasteryConnect	3;4;5
Social Studies	Yes	2	Online - MasteryConnect	3;4;5

Middle Assessment Order Detail				
Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	Yes	2	Online - MasteryConnect	6;7;8
Math	Yes	2	Online - MasteryConnect	6;7;8
Science	Yes	2	Online - MasteryConnect	6;7;8
Social Studies	Yes	2	Online - MasteryConnect	6;7;8

High School Assessment Order Detail				
Subject	Ordered	# of Tests per Year - Traditional	# of Tests per Semester - Block	Delivery Method
Standard Package - All Subjects	Yes	2		Online - MasteryConnect
Standard English	No			
Standard Math	No			
Standard Science	No			
Standard Social Studies	No			

Additional Assessment Details				
Assessment Package		Option 5 (2BA): One Paced BA & Final Comp		
College Prep Assessments				
Grades to Test		# of Students		# of Administrations
Item Bank Subscription				
Grades to Access		1;2;3;4;5;6;7;8;9;10;11		
Notes				
This quote is for renewal of Mastery View Predictive Assessments (2 times a year) for ELA and Math in Grades 1-2 and all four subjects in grades 3-11. Quote also includes MasteryConnect and the Mastery item banks and individual student reports. K-1 will be administered via paper pencil. All other online.				

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
Portfolium: <https://portfolium.com/support-terms>
MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:
<https://www.instructure.com/policies/master-terms-and-conditions>

The provision of any Item Bank Services shall also be governed by the Addendum which can be found here:

<https://www.instructure.com/item-bank-addendum>.

The provision of any Predictive Assessment Services shall also be governed by the Addendum which can be found here:

<https://www.instructure.com/benchmark-assessment-addendum>.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

Notes

This quote is for renewal of Mastery View Predictive Assessments (2 times a year) for ELA and Math in Grades 1-2 and all four subjects in grades 3-11. Quote also includes MasteryConnect and the Mastery item banks and individual student reports. K-1 will be administered via paper pencil. All other online.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____ <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Rutherford County

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

RCS

Rutherford County Schools: Extended Contract for High School Teachers

In an effort to staff teacher vacancies and increase capacity, RCS offers extended contracts to teachers with 2 or more years of certified classroom teaching experience.

WHO: Current RCS teachers including Deans and those that support instruction, are eligible to apply. The individual must be currently certified to teach.

WHEN: For the 2022-23 school year, teachers may teach a maximum of one additional course during the school day. Example: A teacher might teach a full year class during their planning period, a class period before school, or a class period after school.

COMPENSATION: Teachers will be paid a stipend of \$9,000 per 1.0 credit course of \$4,500 per 0.5 credit course. Payment will be made after each semester concludes. Teachers may only teach one additional course during the school year. If a candidate is hired to fill the vacant position, extended contract pay for the teacher will be prorated accordingly.

EVALUATION: Evaluations will occur at the regular assigned school (not during extended courses) as outline/required by the TDOE for the school year.

LENGTH OF CONTRACT: This contract is for the 2022-23 school year. In the event that a full-time teacher is hired by the school, the extended contract will be shortened at the discretion of the Principal or district leadership. Extended contract teachers will be given notice of the assignment change and pay will be prorated accordingly.

AGREEMENT: I agree to forego my daily planning period to teach (course name) _____ at _____ (school). I am certified to teach this course and understand I will be paid at the conclusion of each semester.

Educator Signature: _____ Date: _____

Principal's Signature: _____ Date: _____

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Memberships	Descriptor Code: 1.104	Issued Date: 01/15/09
		Rescinds:	Issued:

- 1 The Board shall maintain membership in the Tennessee School Boards Association,¹ and through its
2 membership in TSBA shall be an affiliate member ~~of the Southern Region School Boards Association~~
3 ~~and the National School Boards Association.~~ of any national association of which TSBA is a member.
- 4 Dues for membership in the Tennessee School Boards Association shall be included in each annual
5 budget in accordance with state statute.
- 6 The Board may also maintain institutional membership in other educational organizations which the
7 Board finds to be of benefit to members and school system personnel.

Legal Reference:

1. TCA 49-2-2001

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Board Legislative Involvement	Descriptor Code: 1.105	Issued Date: 01/15/09
		Rescinds:	Issued:

1 The Board will work for the passage of new laws designed to advance the cause of improving education
2 and for the repeal or modification of existing laws and the defeat of proposed laws that impede this
3 cause. To accomplish this:

- 4 1. The Board shall stay informed of pending legislation and actively communicate its concerns
5 and make its position known to the elected representatives at both the state and national
6 level;
- 7 2. The Board shall work with other school boards in the state, local citizen groups, and other
8 local officials in acquainting them with the board's legislative priorities and seek their
9 support;
- 10 3. The Board shall annually select one (1) of its members to serve as its representative to the
11 Tennessee Legislative Network (TLN);
- 12 4. The Board shall work with its TLN representative, with TSBA, ~~NSBA~~, and other concerned
13 groups in developing an annual legislative program; and
- 14 5. The Board shall include in its budget appropriate resources, including travel expense,
15 necessary for its TLN representative and other board members to accomplish its desired
16 legislative goals.

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board Member Development Opportunities	Descriptor Code: 1.204	Issued Date: 01/15/09
		Rescinds: 1-11	Issued:

1 The Board shall participate in activities designed to assist board members in improving their skills as
2 members of a policy-making body.

3 In order to control both the investment of time and funds necessary to implement this policy, the Board
4 establishes these principles and procedures for its guidance:

- 5 1. A calendar of school board conferences, conventions and workshops shall be maintained by the
6 board secretary and provided to each board member. At least annually the Board will identify
7 which meetings should be attended and the benefits which would be derived from participation
8 in such meetings;
- 9 2. Funds for participation at such meetings shall be budgeted on an annual basis. The Board as a
10 whole shall retain the authority to approve or disapprove the participation of members in planned
11 activities;
- 12 3. Reimbursement to board members for their travel expenses shall be in accord with the travel
13 expense policy for staff members;¹
- 14 4. When a conference, convention or workshop is not attended by the full Board, those participating
15 will be requested to share information, recommendations and materials acquired at the meeting;
16 and
- 17 5. The public shall be kept informed through the news media about the Board's continuing in-
18 service education and about the programs anticipated for short- and long-range benefits to the
19 schools.

20 The Board regards the following as the kinds of activities and services appropriate for implementing this
21 policy:

- 22 1. Participation in school board conferences, workshops and conventions held by the State TSBA
23 and National School Boards Associations other national school boards associations;¹
- 24 2. Local and district-sponsored training sessions for board members; and
- 25 3. Subscriptions to publications addressing the concerns of board members.

Legal Reference:

1. TCA 49-2-2001(c)

Cross References:

- Board Self-Evaluation 1.103
- Memberships 1.104
- School Board Legislative Involvement 1.105
- School District Goals 1.700
- School Calendar 1.800
- Expenses and Reimbursements 2.804

Rutherford County Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: School District Records	Descriptor Code: 1.407	Issued Date: 06/05/19
		Rescinds: 1.407	Issued: 06/07/18

1 The Director of Schools shall maintain all school district records required by law, regulation, and board
2 policy. Any citizen of Tennessee shall be permitted during business hours to inspect public records
3 maintained by the school district unless otherwise prohibited by law. Any citizen of Tennessee may
4 request in writing and receive copies of open public records subject to the payment of reasonable
5 cost.^{1,2,3,4}

6 No records pertaining to individual students will be released for inspection by the public or any
7 unauthorized persons. In addition, information, records, and plans related to security and safety will not
8 be released for public inspection.⁵

9 All requests to inspect or receive copies of records shall be submitted to the District's Public Records
10 Request Coordinator. The Public Records Request Coordinator shall forward requests for inspection or
11 copies of records to the appropriate records custodian.⁶

12 Prior to producing any record, the records custodian shall ensure confidential information is redacted.
13 Original documents remain intact and confidential information in copies produced for a requestor shall
14 be redacted. The Director of Schools shall develop a procedure to redact confidential information.

15 **REQUESTS FOR INSPECTION²**

16 Citizens requesting to inspect public records shall submit their request and a government issued photo
17 identification card with the citizen's address to the District's Public Records Request Coordinator
18 during normal business hours. Requests may be made in person or by telephone, fax, mail, or e-mail.
19 The Coordinator shall submit the information to the appropriate records custodian. The Coordinator
20 will contact the citizen and indicate when the records will be available to inspect.

21 If the records cannot be made available within seven (7) business days, the Coordinator shall provide a
22 records production letter indicating the time needed to complete the request.

23 If the request to inspect is denied, the Coordinator shall provide the citizen with a records request
24 denial letter indicating the basis for the denial.

25 **REQUESTS FOR COPIES²**

26 Citizens requesting copies of public records shall complete and submit the Records Request Form and
27 a government issued photo identification card with the citizen's address to the District's Public
28 Records Request Coordinator during normal business hours. The Coordinator shall submit the Records
29 Request Form to the appropriate records custodian.

30 The Coordinator shall provide an estimate of the reasonable costs to produce the requested records.
31 The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable

1 Charges found at [https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-](https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf)
2 [guidelines/ScheduleofReasonableCharges.pdf](https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf) shall be used to determine the reasonable cost. The
3 Coordinator will provide the citizen with an invoice detailing the charges. The citizen shall pay the
4 estimated reasonable costs by cash or check prior to the District producing the copies.

5 If the records cannot be made available within seven (7) business days, the records custodian shall
6 provide a records production letter indicating the time needed to complete the request.

7 If the request for copies is denied, the records custodian shall provide the citizen with a records request
8 denial letter detailing the basis for the denial.

9 **FREQUENT AND MULTIPLE REQUESTS**

10 When the total number of requests for copies made by a requestor within a calendar month exceeds
11 four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to
12 produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be
13 notified of this policy and provided with a Notice of Aggregation of Multiple Requestors form. The
14 Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable
15 Charges found at [https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-](https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf)
16 [guidelines/ScheduleofReasonableCharges.pdf](https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf) shall be used to determine the reasonable cost. Further,
17 the names of persons inspecting records and the date of inspection shall be recorded.

18 **DENYING REQUESTS FOR NONCOMPLIANCE⁷**

19 *Requests to Inspect a Public Record*

20 The District shall deny a request to inspect a public record from any citizen that has:

- 21 a. Made two (2) or more requests to view a public record within a six-month period; and
- 22 b. For each request failed to view the record within fifteen (15) business days of receiving
23 notification that the record was available.

24 Requests from this citizen shall be denied for up to six (6) months from the date of the second records
25 request. The District's Public Records Request Coordinator may waive this denial if he/she determines
26 that failure to view the record was for good cause.

27 *Requests for Copies of Public Records*

28 The District shall deny a request for copies of a public record from any citizen that has:

- 29 a. Been provided with an estimate of the reasonable cost to produce the requested records;
- 30 b. Agrees to pay such estimated reasonable cost prior to production of the records; and
- 31 c. Fails to pay the actual cost after the records have been produced.

32 Additional requests from this citizen shall be denied until the original cost is paid.

33 **RECORDS RETENTION**

34 The Director of Schools and/or his/her designee(s) shall retain and dispose of school district records in
35 accordance with the following guidelines:^{2,4}

- 1 1. The Director of Schools and/or his/her designee(s) will determine if a particular record is of
2 permanent or temporary value in accordance with regulations promulgated by County Public
3 Records Commission and the Tennessee Institute for Public Services records manual;^{8,9}
- 4 2. Temporary value records which have been kept beyond the required time may be recommended
5 to the Public Records Commission for destruction;^{10,11}
- 6 3. The records that the State Librarian and Archivist desire to preserve in their facilities will be
7 transferred to the State Library and Archives. The temporary value records rejected by the State
8 Library and Archives may be transferred to another institution or destroyed;^{10,11,12}
- 9 4. Permanent records will be kept in some usable form (digital, printed, microfilm, etc.). If the
10 Director of Schools desires to destroy the original permanent record, these records must be
11 reproduced by microfilming or some other permanent reproduction method. Permission to
12 destroy any original permanent record after microfilming follows the same procedure noted
13 above for temporary records;^{9,11} and
- 14 5. The Director of Schools shall establish procedures to safeguard against the unlawful
15 destruction, removal, or loss of records.¹³

16 DISTRICT PUBLIC RECORDS REQUEST COORDINATOR¹⁴

17
18 **Monika Ridley**
19 **General Counsel**
20 **2240 Southpark Drive**
21 **Murfreesboro, TN 37128**
22 **ridleym@rcschools.net**
23 **Phone: 615-893-5815**
24 **Facsimile: 615-904-3894**

1. TCA 49-2-301(b)(1)(CC)
2. TCA 10-7-503
3. TCA 10-7-506(a)
4. TCA 49-2-104
5. TCA 10-7-504(p)
6. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records, Tennessee*
Comptroller of the Treasury, available at
<https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf>.
7. TCA 10-7-503(a)(7)(A)
8. TCA 10-7-401
9. TCA 10-7-406
10. TCA 10-7-404
11. TCA 10-7-413
12. TCA 10-7-414
13. TCA 39-16-504
14. TCA 10-7-503(g)

Financial Reports and Records 2.701
Personnel Records 5.114
Student Records 6.600

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Annual Operating Budget	Descriptor Code: 2.200	Issued Date: 11/15/16
		Rescinds: 2.200	Issued: 01/15/09

1 *General*

2 All school system budgets are the operational plans stated in financial terms which describe the programs
3 to be conducted during the fiscal year beginning July 1 ending June 30 the following year.

4 *Central Office*

5 **PREPARATION PROCEDURES**

6 Budget planning shall include an analysis of previous staffing, curriculum and facilities, and projections
7 requiring additional staffing, curriculum modifications, and additional facilities.

8 The budget proposal should be balanced, consistent with board policy and contract conditions, to include
9 provisions for:

- 10 • Programs to meet the needs of the entire student body;
- 11 • Staffing arrangements adequate for proposed programs;
- 12 • Maintenance of the district's equipment and facilities; and
- 13 • Efficiency and economy.¹

14 Budget preparation shall be the responsibility of the director of schools. The director of schools will
15 establish procedures for the involvement of staff, including requests from department heads and
16 principals, all of whom shall seek advice and suggestions from other staff and faculty members.

17 The director of schools and the chairman of the board shall develop a budget preparation calendar no
18 later than January 1 of the current school year.⁴ The calendar shall be used as a guide for coordinating
19 the budgetary activities of individuals and groups, collecting budget data, reviewing budget problems,
20 and making budget decisions.

21 **HEARING AND REVIEWS**

22 The proposed budget will be available for inspection by various interested citizens or groups in the office
23 of the director of schools.

24 **FINAL ADOPTION PROCEDURE**

25 The board shall submit a proposed budget in accordance with the budget timeline established by the
26 board and county commission.² If a budget timeline is not agreed upon, the board shall submit a
27 proposed budget to the County Commission no later than May 1st.² If the proposed budget is rejected,

1 the board shall submit a revised budget proposal within ten (10) business days after receiving notice of
2 the rejection.⁵

3 Within thirty (30) days after the beginning of each fiscal year, the director of schools or his/her
4 designee shall submit to the Commissioner of Education a complete and certified copy of its entire
5 school budget for the current school year.³

6

Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*; Section 4-19
2. Public Acts of 2016, Chapter No. 1080 (d)(4)
3. TCA 49-3-316 (a)(2)
4. See TCA 49-2-203(a)(10)
5. Public Acts of 2016, Chapter No. 1080 (d)(5)(B)

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Payroll Procedures	Descriptor Code: 2.802	Issued Date: 01/15/09
		Rescinds: 7-25/7-29 Contract Art. 6	Issued: 01/15/09

1 *Central Office*

2 If the end of a pay period falls on a non-working day, employees will be paid on the last working day
3 prior to the end of the pay period.

4 Payroll procedures shall be as follows:

- 5 1. All certified personnel have the option of either ten (10) or twelve (12) month installments.
- 6 2. All ten (10), eleven (11), and twelve (12) month support personnel shall be paid biweekly (or
7 monthly for salaried support staff) for the month which they are employed.

8 No advance payments of salary shall be made, with the exception of newly hired certified personnel who
9 may elect to receive \$1500 of their first salary installment after completion of the first ten (10) workdays
10 of employment. Upon resignation or retirement of school personnel, final salary payment shall be
11 withheld until all records and assets in custody of the employee are satisfactorily transferred to his
12 successor or another designated person.

13 Specific approval by the Board is required for payroll deductions, except as otherwise provided by law.

Cross References:

Compensation Guides and Contracts 5.110
Separation Practices for Tenured Teachers 5.200
Separation Practices for Non-Tenured Teachers 5.201
Separation Practices for Non-Certified Employees 5.202

Rutherford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Purchasing	Descriptor Code: 2.805	Issued Date: 09/18/19
		Rescinds: 2.805	Issued: 08/13/15

1 General

2 The school district will purchase competitively and seek maximum educational value for every dollar
3 expended. Authorization to purchase shall be provided by the Board. The Director of Schools, through
4 his/her purchasing agent designee, shall serve as purchasing agent for the system-wide purchasing.¹
5 Principals shall serve as purchasing agents for individual schools.

6 Purchases made by anyone not authorized by the appropriate officials shall become the personal
7 responsibility of the persons making the purchase agreement. The Board will not, under any
8 circumstances, be responsible for payment for any material or supplies purchased by unauthorized
9 individuals or in an unprescribed manner.

10 No school shall be obligated to pay for any expenditures made by a student or a teacher or by any other
11 employee unless she/he first receives a written purchase order from the proper office or unless prior
12 written permission or arrangements are made with the principal.

13 The Board will purchase locally whenever other conditions are comparable or when it is most practical
14 under the circumstances.

15 *Individual Schools*

16 The Director of Schools must approve the following purchases:

- 17 1. A single piece of equipment costing more than five thousand dollars (\$5,000.00);
- 18 2. One that is to be attached to or one that requires alteration of the building; or
- 19 3. One that will become a permanent fixture.

20 *Central Office*²

21 **ROUTINE PURCHASES**

22 Routine purchases shall include expenditures for supplies, salaries, and routine expenditures required
23 for the operation of the school district. These expenditures shall be anticipated and provided for in the
24 budget and will normally be authorized by the Board at the beginning of the fiscal year. The Director
25 of Schools/designee shall make all routine purchases without further Board authorization; however, the
26 Board shall be promptly informed if any substantial variation from budgeted estimates becomes
27 necessary.

1 All purchases shall be made in accordance with Tennessee State Law. All purchases of supplies,
2 materials, and equipment in excess of twenty-five thousand dollars (\$25,000), including those of
3 individual schools, shall be based upon competitive bids.³ These bids shall be solicited by
4 advertisement in a newspaper of general circulation in the district. However, said newspaper
5 advertisement may be waived by the purchasing agent in case of emergency. The purchasing agent
6 shall advertise for bids. However, bids are not required where the purchases will be made from State or
7 Federal GSA Contract. Also, when the purchasing agent deems that the state contract is not in the best
8 interest of the taxpayer, alternative pricing will be obtained.

9 All purchases estimated to be between \$5,000 and \$25,000, including those of individual schools, may
10 be made in the open market without newspaper notice, but shall be based on at least three (3)
11 competitive quotes.³ Any purchases under \$5,000 do not require any quotes.

12

13 **SPECIAL PURCHASES**

14 Special purchases are those which are not routine, and which may or may not be specifically identified
15 by line item in the budget. Examples of special purchases are all capital expenditures such as for vehicles,
16 buildings, major contracts, purchases of major equipment, items for long-term use and supplies of an
17 unusual quantity or nature. All purchases in this category shall require specific prior Board approval on
18 an item-by-item basis. In its approval, the Board may place constraints on the director of schools
19 requiring Board evaluation and/or approval at various steps in the procurement process. This will be
20 determined by the Board on an individual basis depending on the nature of the procurement action.

21 **EMERGENCY PURCHASES**

22 Emergency purchases are those which are necessary to avert hazards which threaten health or safety, to
23 protect property from damage or to avoid major disruption of educational activities. If within budgetary
24 limits and deemed essential, emergency purchases may be made by the Director of Schools. However,
25 if the purchase is of such significant magnitude as to impact on the integrity of the budget, the Chair
26 shall call a special or emergency meeting of the Board to deal with the matter. In any event, the Board
27 shall be advised promptly of all emergency purchases.

28 **PURCHASING OF SURPLUS PROPERTY**

29 The Director of Schools and other employees designated by the Board shall be authorized to act for the
30 Board in acquiring federal surplus property through the Tennessee General Services Department for
31 surplus property and in entering into agreements, certifications and covenants of compliance concerning
32 the use of federal surplus property.

33 Further, the Director of Schools is authorized to purchase any needed items through suppliers approved
34 on the state bid list.

35 **COOPERATIVE PURCHASING**

36 The Board, at its option, will join in cooperative purchasing with other school districts to take advantage
37 of lower prices for bulk purchasing and to reduce the cost involved in bidding whenever such buying

1 appears to be to the benefit of the district. The availability of money for the fund/account in question
2 should be determined before Purchase Orders are approved.

3 **ONLINE PURCHASING**

4 The Board recognizes that online purchasing may provide opportunities for savings, but extra precaution
5 shall be used to ensure that accounting procedures are followed. Online purchasing shall be permitted
6 with the following requirements:

7 1. Prior authorization shall be obtained from the Director of Schools before setting up new online
8 accounts, and schools shall maintain a list of accounts;

9 2. Online purchases shall be for school purposes and made in accordance with established policies
10 and procedures. School employees are prohibited from making personal purchases even with the
11 intent of reimbursing the school district. School employees are prohibited from using a school's
12 tax-exempt status for personal purchases of any kind;⁴

13 3. The availability of money for the fund/account in question shall be determined before purchase
14 orders are approved;

15 4. All purchase orders shall be properly filled out and approved prior to a purchase; and

16 5. Price quotes shall be obtained where possible and/or practical and retained with other purchase
17 documentation.

18 **PURCHASING WITH FEDERAL GRANT FUNDS**

19 Before grant funds are obligated or expended, the director or his designee shall review the cost of a
20 proposed expenditure and determine if it is an allowable use of federal grant funds.⁵ The director will
21 minimize the time that elapses between the transfer and disbursement of funds once an expenditure is
22 approved.

23 No person officially connected with or employed by the school system may participate in the selection,
24 award, or administration of a contract supported by a federal award if he or she has a real or apparent
25 conflict of interest. A real or apparent conflict of interest arises when the employee, officer, or agent,
26 any member of his or her immediate family, his or her partner, or an organization which employs or is
27 about to employ any of the parties indicated herein, has a financial or other interest in or a tangible
28 personal benefit from a firm considered for a contract. Upon discover of any potential conflict, the
29 director shall disclose the potential conflict to the federal awarding agency in writing.⁶

1. TCA 49-2-206(3); TCA 6-36-115
2. *Tennessee Internal School Uniform Accounting Procedure Manual*, Section 4-8
3. TCA 49-2-203(a)(3)(A)-(B)
4. TCA 49-2-608(1)
5. 2 C.F.R. § 200.403
6. 2 C.F.R. § 200.112

Executive Committee 1.301
Credit Cards/Credit Lines 2.8051
Purchase Orders and Contracts 2.808
Conflict of Interest 5.601

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Vehicle Accidents on School Property	Descriptor Code: 3.4031	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 *General*

2 Any time there is a vehicle accident on school property, those involved in the accident shall notify the
3 principal or his/her designee immediately. The principal or his/her designee shall notify the Director
4 of Schools. The individuals involved in the vehicle accident shall fill out an accident report and follow
5 all legal procedures.

6 *Students*

7 If a vehicle accident occurs on school property involving a student, the Principal or his/her designee
8 shall do the following:

- 9
- 10 1. Call 911 if bodily injury or emergency situation;
 - 11
 - 12 2. Contact the student's parent(s)/guardian(s). The principal or his/her designee shall exhaust all
13 options to contact a parent/guardian until one is reached;
 - 14
 - 15 3. If no bodily injury, the principal or his/her designee shall contact law enforcement for a
16 property damage report; and
 - 17
 - 18 4. Accompany the student to the emergency room if necessary.

19 *Staff*

20 If a vehicle accident occurs on school property involving a staff member, the principal or his/her
21 designee shall do the following:

- 22
- 23 1. Call 911 if bodily injury or emergency situation;
 - 24
 - 25 2. Contact the staff member's emergency contact. The principal or his/her designee shall attempt
26 to contact the emergency contact until they are reached; and
 - 27
 - 28 3. In the event of only property damage, the staff member involved in the vehicle accident shall
29 notify the principal immediately;
 - 30
 4. The principal or his/her designee shall contact law enforcement for a property damage report.

Rutherford County Board of Education			
Monitoring: Review: Annually, in December	Descriptor Term: Qualifications and Duties of the Director of Schools	Descriptor Code: 5.802	Issued Date: 07/22/21
		Rescinds: 5.802	Issued: 03/07/18

1 **QUALIFICATIONS**

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

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

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

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

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

16 **ESSENTIAL FUNCTIONS**

17 **General Administrative**

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

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

10 **Financial Management**

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

20 **Personnel Administration**

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

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

8 **Instructional Leadership**

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

22 **Community/Public Relations**

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

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

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

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

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

Legal References

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

Cross References

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

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Home Schools	Descriptor Code: 6.202	Issued Date: 08/12/21
		Rescinds: 6.202	Issued: 01/15/09

1 *General*

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

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

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

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

4 **FACILITIES USE**

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

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

COCURRICULAR ACTIVITIES PARTICIPATION

Students attending a home school in Rutherford County may participate in cocurricular (non-athletic) activities at their zoned school when the following conditions are met:

1. The activity takes place outside of the school day;
2. The principal of the zoned school gives approval for the student's participation.

Participation will not be permitted for activities that take place during class time/during the school day (i.e. band class).

RECORD ACCESS

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

STUDENT PERFORMANCE

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

Legal References

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

Cross References

Compulsory Attendance Ages 6.201

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Medicines	Descriptor Code: 6.405	Issued Date: 06/07/18
		Rescinds: 6.405	Issued: 01/15/09

1 If under exceptional circumstances a child is required to take non-prescription or prescription medication
2 during school hours and the parent/guardian cannot be at school to administer the medication, only the
3 principal/designee will assist in self-administration of the medication if the student is competent to self-
4 administer medicine with assistance in compliance with the following regulations.¹

5 Written instructions signed by the parent/guardian will be required and will include:

- 6 1. Child's name;
- 7 2. Name of medication;
- 8 3. Name of physician;
- 9 4. Time to be self-administered;
- 10 5. Dosage and directions for self-administration (non-prescription medicines must have label
11 direction);
- 12 6. Possible side effects, if known; and
- 13 7. Termination date for self-administration of the medication.

14 The medication must be delivered to the principal's office in person by the parent/guardian of the student
15 or the parent's adult designee listed on the emergency contact list for the student unless the medication
16 must be retained by the student for immediate self-administration (i.e. students with asthma).

17
18 Volunteer personnel, trained by a registered nurse, may administer glucagon in emergency situations to
19 a student based on that student's Individual Health Plan (IHP).

20 The administrator/designee will:

- 21 1. Inform appropriate school personnel of the medication to be self-administered;
- 22 2. Keep written instructions from parent/guardian in student's record;
- 23 3. Keep an accurate record of the self-administration of the medication;
- 24 4. Keep all medication in a locked cabinet except medication retained by a student per physician's
25 order;
- 26 5. Return unused prescription to the parent/guardian only; and
- 27 6. Ensure that all guidelines developed by the Department of Health and the Department of
28 Education are followed.

29 The parent/guardian is responsible for informing the designated official of any change in the student's
30 health or change in medication.

1 A copy of this policy shall be provided to a parent/guardian upon receipt of a request for long-term
2 administration of medication.

3 **BLOOD GLUCOSE SELF-CHECKS²**

4 Upon written request of a parent/guardian, and if included in the student's medical management plan and
5 in the Individualized Healthcare Plan (IHP), a student with diabetes shall be permitted to perform a blood
6 glucose check or administer insulin using any necessary diabetes monitoring and treatment supplies,
7 including sharps. The student shall be permitted to perform the testing in any area of the school or school
8 grounds at any time necessary.

9 Sharps shall be stored in a secure, but accessible location, including the student's person, until use of
10 such sharps is appropriate.

11 Use and disposal of sharps shall be in compliance with the guidelines set forth by the Tennessee
12 Occupational Safety and Health Administration (TOSHA).

13 **STUDENTS WITH PANCREATIC INSUFFICIENCY OR CYSTIC FIBROSIS³**

14 Students diagnosed with pancreatic insufficiency or cystic fibrosis shall be permitted to self-manage
15 their prescribed medication in a manner directed by a licensed healthcare provider without additional
16 assistance or direction. The Director of Schools shall develop procedures for the development of an
17 IHP for every student that wishes to self-administer.

18 **STUDENTS WITH ADRENAL INSUFFICIENCY⁴**

19 The parent/guardian of a student diagnosed with adrenal insufficiency shall notify the school district of
20 the student's diagnosis. Once notified, the district shall observe the following procedure:

- 21 1. The district shall train school personnel who will be responsible for administering the
22 medication for the treatment of adrenal insufficiency and any who volunteer to administer the
23 medication.
24
- 25 2. The district shall maintain a record of all school personnel who have completed this training.
26
- 27 3. If a student is suffering from an adrenal crisis, a school nurse or other licensed health care
28 professional may administer the prescribed medication to the student. If a school nurse or other
29 licensed health care professional is not immediately available, trained school personnel may
30 administer the prescribed medication.

31 The Director of Schools shall develop procedures on the administration of medications that treat
32 adrenal insufficiency and recordkeeping per rules set forth by the State Board of Education.

Legal References

1. TCA 49-50-1602
2. TCA 49-50-1602(d)(7)
3. TCA 49-50-1601; State Board of Education Policy 4.205
4. TRR/MS 0520-01-12; State Board of Education Policy 4.205

Cross References

Emergency Allergy Response Plan 6.412



State of Tennessee 401(k) and 457 Resolution Data Sheet



Please make sure and fill out all of the following information so that the Treasury Department can return an agreement which most accurately reflects the wishes of the adopting employer.

Employer Information

1. Name of Entity on Federal Tax ID: Rutherford County Schools
- 1a. Federal Tax ID number: 62-6000820
2. Name of Governing Body (i.e. "City Council," etc.): Rutherford County School Board
3. What is the Mailing Address? 2240 Southpark Drive Murfreesboro, TN 37126
4. What is the name, e-mail address, and phone number of the primary contact for the plan? Dr. Andrea Anthony, AnthonyA@rcschools.net
- 4a. If this contact is not the primary payroll contact, please provide the name and email address of this employee as well. If there will be more than one payroll center, please provide the name of each payroll center and the contact name and email address for each. Karen Ladd, LaddK@rcschools.net
5. Approximately how many employees will be eligible for the new plan? 5000

Existing Plan Information

6. Are you in TCRS? If so, is it Hybrid with Cost Controls, Legacy, or LG Hybrid? Yes No
7. Do you have another deferred compensation plan? If so, please check all existing types. Yes No
- 401(a) 403(b)
 457 Other

If you do have another plan, please provide the following information:

- 7a. Who is the vendor? Valic
- 7b. What is the plan start date? August 1, 2022
- 7c. Will you convert or freeze this plan? Freeze
- 7d. Does the plan provide for loans? Yes
- 7e. Does this plan have a fixed fund which may be subject to a market value adjustment? Yes No

New Plan Provisions

7. Will the employer be offering any funds to participants either through an employer match or non-match? -
8. If you are offering a match, what will it be and who is eligible to receive it? N/A
9. If you are offering a non-match, what will it be and who is eligible to receive it? N/A
10. Will the match and/or non-match have a vesting schedule? If so, please indicate which contribution type and what vesting schedule.
- | | Match | Non-Match |
|--|-------|-----------|
| | - | - |
11. Would the participating employer like to automatically enroll participants at a rate of 2% of compensation? Yes No

Consent for E-Signature

The Treasury Department can accommodate either paper signatures or provide electronic documents which are capable of being signed via electronic signature. Does the participating employer elect to receive the adoption agreements via Adobe E-Sign for electronic signature? If so, please provide the Name and E-mail of both the authorized executive as well as an employee eligible to attest the executive's signature below.

I consent to receive documents for electronic signature: Yes No

Executive Name and E-Mail Address:

Attestor Name and E-Mail Address: